

Terms and Conditions

APA PsychSolutions Competition

Official Rules

The American Psychological Association (APA) is holding the **PsychSolutions Competition** to unite national psychological associations and their members around the world in an effort to elevate the field of psychology and its critical role in improving mental health outcomes across the globe.

All entrants agree to comply unconditionally with all the provisions set out in these Official Rules. Any entrant who does not comply will be considered ineligible for participation.

APA shall have the right, but not the obligation, to monitor the competition and determine compliance with these Official Rules, and the right at its sole discretion to refuse, reject, and/or remove any submission, in whole or in part, that it finds to be in violation of these Rules and Guidelines or otherwise unlawful and objectionable.

- 1. SPONSOR.** The Sponsor is the American Psychological Association Office of International Affairs, 750 First Street NE, Washington, DC 20002 (hereinafter “Sponsor”)
- 2. TERM.** The PsychSolutions Competition (“Competition”) call for submissions begins on Sept. 1, 2020, at 12:01 a.m. U.S. Eastern Standard Time (ET) and ends October 23, 2020, at 11:59 p.m. ET. All entries must be received by October 23, 2020, at 11:59 p.m. ET. Information on how to enter and the prize available form part of these official rules (“Official Rules”).
- 3. WHO MAY ENTER.** Competition is open only to individuals 18 years of age or older. You must be a current member/affiliate of either APA or a national psychological association with whom APA has signed a memorandum of understanding (MOU). You may enter as an individual or as part of a team of up to three people. The officers, directors, employees, contractors, and agents of Sponsor and any entity involved in the sponsorship, development, production, implementation and distribution of this Competition are prohibited from participating in any Competition.
- 4. HOW TO ENTER.** There is no entry fee. One entry allowed per person if submitting as an individual or per team if submitting as a team (max three people to a team). Entrants assert that they either own or have the rights to use all content used.

All entries must be submitted in digital format through our online entry form. To enter, please go to the dedicated competition page and follow the entry instructions. You must submit an original idea, created by you, which clearly indicates the impact of the initiative on: 1) mental health promotion, 2) the prevention of mental health challenges; and/or 3) the burden of suffering caused by mental health challenges. The proposed initiative can focus on your own community or a larger national or international scale, as long as the anticipated impact is science-based, clearly articulated and properly cited. Proposals must include an executive summary and be submitted using the template provided.

- 5. NO THIRD-PARTY LOGOS/INTELLECTUAL PROPERTY/TRADEMARKS.** Any entrant who incorporates any logos, intellectual property, trademarks or material owned by a third party into his or her submission does so at his or her own risk. If Sponsor is notified that any element of an entrant's submission infringes upon the rights of another person and/or receives a legally valid request to disqualify the submission, such submission may be disqualified from the Competition, as Sponsor determines in its sole discretion. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's submission has been or can be sufficiently cleared for legal purposes.
- 6. COMPETITION PRIZE.** There will be 3 finalists selected by a panel of international judges. From these 3 finalists, 1 grand prize winner will be selected by a panel of judges after a final Zoom presentation. The 2 finalists who are not selected as the winner will receive plaques commemorating their achievement and the potential publication of their initiative in APA outlets. The Competition winner is to be awarded a grant of \$10,000 USD, to be used as specified in their budget proposal. The Sponsor reserves the right to substitute the prize in the event of unavailability. Prizes are not transferable. If a team submits the winning entry, the grant will be given to the single designated recipient and division of the grant money is at the discretion of that individual. If the Competition winner is a member of an APA MOU partner association, that association will receive a plaque commemorating the outstanding achievement of their member.

The winner will collaborate with the APA Communications Office to create a video highlighting their accomplishments and how the grant advanced their winning idea within 12 months of their receipt of the award. By accepting the award, the entrant(s) grants to Sponsor a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, display, reproduce, edit, publish, translate, and distribute the submitted video (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright and renewal that may exist in such material, with the objective to promote the goals of the Competition or the mission of Sponsor.

THE WINNER IS REQUIRED TO SIGN AND AGREE TO THE FOLLOWING: (1) AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY RELEASE; (2) WARRANTY OF OWNERSHIP AND LICENSE; AND (3) PUBLICITY RELEASE, UNLESS PROHIBITED BY LAW, WITHIN 15 DAYS FROM THE DATE OF NOTICE IN ORDER FOR SPONSOR TO AWARD THE PRIZE. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE WINNER.

- 7. ODDS OF WINNING.** The odds of winning depend on the number of eligible entries received and the innovative idea of the entrants. This is a skill- and knowledge-based competition and chance plays no part in the determination of winners.
- 8. JUDGING CRITERIA.** The competition consists of one (1st) round of evaluation by an international panel of psychologists, entrepreneurs and/or leaders in global mental health to select 3 finalists and a second (2nd) round of evaluation of the 3 finalists by a 5-member expert panel of psychologists, entrepreneurs and/or leaders in global mental health. The judges will evaluate the entries based on the following criteria, ("Judging Criteria"):

- Innovation

- Impact
- Scientific accuracy
- Clarity of communication
- Replicability

The public will be able to view the names of the winner(s) and the executive summary of their submissions on the APA website.

- 9. COMPETITION ENTRANTS CONDUCT.** All entrants of the Competition shall not submit any entries that in whole or in part violate or infringe in any way upon the rights of others; that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights; vulgar, obscene, profane, contains morbid images, or otherwise objectionable material; that encourages conduct that would constitute a criminal offense; that gives rise to civil liability or otherwise violate any law, including, but not limited to, HIPAA; or that contains any advertising or any solicitation with respect to products or services.

All entrants shall not modify, exploit, create derivative works, or otherwise interfere with the material submitted by other entrants. In the event of permitted copying, distribution, or publication of such material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made.

10. THIRD PARTY RIGHTS AND CLEARANCES.

Proprietary Rights

Submissions must be the original idea of the entrant and must not infringe upon the copyrights, trademarks, and rights of privacy, publicity, or any other proprietary rights of a person or entity.

Permissions

If the submission contains any material or elements not owned by the entrant(s) and/or are subject to proprietary rights of third parties, the entrant(s) hereby automatically grant(s) or warrant(s) that any third parties owning material has(ve) expressly granted to Sponsor the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, edit, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material, with the objective to promote the goals of the Competition and the mission of Sponsor.

Burden of Determination

The burden of determining that any material is not protected by copyright, trademark, rights of privacy, publicity, or any other proprietary rights rests with the entrant. The entrant shall bear the sole liability for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

- 11. TERMINATION, CANCELLATION, SUSPENSION, DISQUALIFICATION.** Sponsor reserves the right, at its sole discretion, to consider ineligible any submission and disqualify the entrant, or to cancel, terminate, modify, or suspend the Competition in whole or in part and without prior notice at any time, if it suspects or finds that:

- The submission actually or potentially infringes upon any third party's intellectual property right and/or it is discovered that necessary permissions have not been obtained.
- The submission does not comply with the established entry requirements and/or in the sole discretion of APA contains obscene, unlawful, or other objectionable material.
- The submission does not meet the minimal score based on judging criteria.
- The entrant commits fraud relating to the entry process or the operation of the Competition, or fraud is committed, by a third party, on behalf of the entrant.
- The entrant acts in violation of these Official Rules.

12. USER RIGHTS. Entrant grants to Sponsor the right to use the entrants' names, likenesses, photographs, and/or biographical information in connection with the Competition and for any and all advertising, publicity, and promotional purposes relating to the Competition or promoting the mission of Sponsor. The entrant will be clearly acknowledged for any use of his/her material and his/her name will accompany any dissemination of the material he/she owns by Sponsor. Beyond permission granted herein and acknowledgment, Sponsor shall not be obliged to compensate the entrant for use of the submitted material, unless prohibited by law.

13. DISCLAIMER OF LIABILITY. All entrants, by entering the Competition, agree that the Sponsor, its agents, representatives, employees, affiliates and contractors, are released and discharged from and against all and any costs, claims, damages, liabilities, and expenses of any sort arising out of, or generally relating to: submission of the material for the Competition and participation in it, the use of the material by Sponsor, the decisions made or actions taken by Sponsor in connection to the conduct and administration of the Competition and the acceptance and use on their part of any prize.

APA and its subsidiaries, its agents, representatives, employees, affiliates and contractors are not responsible for technical failures of any kind; any problems or delays arising from any technical, software, equipment malfunctions, computer viruses, or congestion; unavailability of the Competition website; any other technical, equipment, or human errors of any kind with regards to the administration of the Competition.

14. CHANGES TO THE OFFICIAL RULES. Sponsor shall have the right at any time and without prior notice to modify, suspend, or terminate the Competition or the Official Rules, or any part thereof; and/or impose new rules or guidelines as it considers appropriate. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Competition, sending electronic or conventional mail to the entrants, or by any other means by which the entrants obtain notice thereof.

15. GOVERNING LAW AND TAXES. THIS COMPETITION IS VOID WHERE PROHIBITED. The Competition and these Official Rules shall be governed by the laws of the District of Columbia, which shall be the proper venue for any claim, suit, or dispute arising from the Competition and participation therein, and these Official Rules. All federal, state and local taxes, fees and surcharges on prizes are the sole responsibility of the prize winners.

16. DATA PRIVACY. Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the

Competition and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility for the Competition. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to APA Office of International Affairs, PsychSolutions Competition, 750 First Street, NE, Washington, DC 20002. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.