2017 PAN CHALLENGE:

The Patient Assistance Safety Net:

How Many Need Help? How Many Are Helped?

In collaboration with The American Journal of Managed Care®

Abstracts Due: October 31, 2017

OFFICIAL RULES

Upon notifying the Patient Access Network (PAN) Foundation of intent to submit papers, entrants must acknowledge that they have reviewed and accepted the PAN Challenge Rules.

The following are the Official Rules (the “Rules”) governing the PAN Foundation (the “Host”) Challenge (the “Challenge”) in Collaboration with The American Journal of Managed Care® (AJMC®) (the “Publisher”):

SUBMISSION OF AN ENTRY (AS DEFINED IN THE FOLLOWING RULES) IN THE CHALLENGE CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. THE CHALLENGE IS VOID WHERE OTHERWISE PROHIBITED BY LAW.

1. ADMINISTRATOR: The administrator of the Challenge is the PAN Foundation, 1331 F Street, NW, Suite 975, Washington, DC 20004 (the “Administrator”).
2. **ELIGIBILITY**: The Challenge is open to individuals and teams of individuals who are 18 years of age or older at the time of entry (each individual, each team, each individual member of a team, and each entity is referred to as an “Entrant” in these Rules). Entrants must be residents of the United States and sponsored by: (a) a university or college, (b) department or school within a university or college, (c) a health system, (d) not-for-profit organization or (e) for-profit entity (the “Sponsor Organization”). Collaborations between organizations are encouraged and a team may be comprised of individuals from more than one organization. Only one organization can be identified as the Sponsor Organization. To enter the Challenge, Entrants must provide information about the Entrant and Sponsor Organization. The term “Sponsors” means full-time professors, deans or senior faculty/staff of a Sponsor Organization who have the authority to make sponsorship decisions on behalf of their organizations. Affiliated Persons (as defined in this section) are ineligible to participate in the Challenge.

*Special note to Entrants who are entering as part of a team*: The Entrant understands and agrees that submission of an entry constitutes a representation and warranty by Entrant that all of the members of the team have read and accepted the Rules. Furthermore, an Entrant that is part of a team understands and agrees that if his/her team is selected to receive a Prize (as defined in these Rules), the team’s Sponsor Organization will be the recipient of the prize. Distribution of funds to team members is up to the discretion of the Sponsor Organization. In addition, once a team has notified the Administrator of its intent to enter the Challenge, it is advisable that the team not add, remove or substitute members or otherwise change the composition of the team for the duration of the Challenge. Finally, the eligibility of the Entrant is tied to the team's eligibility; if one member of the team does not comply with these Rules or is disqualified, the team as a whole will be disqualified.

Entrants who are determined at any time to have violated the eligibility criteria will be disqualified from the Challenge. Entry into the Challenge does not constitute entry into any other challenge or promotion that may be offered by the Host, the Publisher or the Administrator.

As used herein, the term “**Affiliated Persons**” means: (a) the trustees; directors; officers; shareholders; members; employees; clients (with respect to the Administrator only); agents; representatives; and affiliates of the Host, the Publisher, and the
Administrator and any entity associated with the funding, administration, or processing of the Challenge; and (b) the members of the Immediate Family (as defined in these Rules) of any of the persons identified in the foregoing clause (a). The term “Immediate Family” includes a person’s spouse/domestic partner and the parents, siblings, children and grandchildren of the person and his or her spouse/domestic partner.

3. CHALLENGE DESCRIPTION: With the 2017 Call for Papers, the PAN Foundation and The American Journal of Managed Care® hope to quantify the need for patient assistance and the size of the safety net, and answer the following questions:

Need for Patient Assistance

For the underinsured population, how many people need financial assistance to pay for the OOP costs associated with their prescription medications? What is the dollar amount of assistance that is needed?

Safety Net

How large is the current safety net for people needing financial assistance to pay for the OOP costs associated with their prescription medications? How many and what kinds of safety net programs are available? What diseases and medications do they cover? How much assistance do they provide? How many people are unable to get the help they need? Are there factors that limit the reach of safety net programs?

In papers submitted to the 2017 PAN Challenge, Entrants shall:

- Address either the need for patient assistance or size of the safety net, or both.
- Describe the research conducted to analyze and quantify the need for patient assistance and/or the size and characteristics of the safety net.
- Identify the population and specific medical conditions researched, if appropriate.
- Identify proposed recommendations to address the need for patient assistance and gaps in the safety net.
The Challenge will be conducted in three phases:

- Phase I, (“Entry Period”), will begin at 12:01 a.m. Eastern Standard Time on June 1, 2017, and ends at 11:59 p.m. Eastern Standard Time on October 31, 2017. During Phase I, Entrants can submit abstracts (no more than 250 words), along with information about the Entrant and Sponsor Organization (see Section 5). Abstracts should be submitted according to specifications at [http://www.ajmc.com/about/ajmc/info-authors/manuscripts/guidelines/manu-spec](http://www.ajmc.com/about/ajmc/info-authors/manuscripts/guidelines/manu-spec). At any time between June 1, 2017, and October 31, 2017, following submission of the Entrant’s abstract, and no later than November 6, 2017, the Entrant will be notified of the need to submit a full paper.

- Phase II, (“Submission Period”), will include the Phase I period, extended to 11:59 p.m. Eastern Standard Time on December 31, 2017. During the Submission Period, Entrants will submit a word paper, no more than 2,500 words according to specifications at [http://www.ajmc.com/about/ajmc/info-authors/manuscripts/guidelines/manu-spec](http://www.ajmc.com/about/ajmc/info-authors/manuscripts/guidelines/manu-spec). Authorship forms will also be submitted. See [http://www.ajmc.com/authorshipforms](http://www.ajmc.com/authorshipforms).

- Phase III, (“Selection Period”), will begin at 12:01 a.m. Eastern Standard Time on January 1, 2018, and will end January 26, 2018. At the end of the Selection Period, a Winner, Runner-Up and up to three Honorable Mention Sponsor Organizations will be selected.

4. PRIZES: The following prizes will be awarded in the Challenge (each, a “Prize”):

- The Winner’s Sponsor Organization will receive a prize of $10,000.
- The Runner-Up Sponsor Organization will receive a prize of $5,000.
- Up to three Honorable Mention Sponsor Organizations will receive a prize of $1,500 each.

It is anticipated that Prizes will be distributed within 60 days of the announcement of the winners.

Should the Cost-Sharing Roundtable be held in early 2018, the Winner and Runner-Up chosen during the Selection Period will be given an opportunity to attend and present their papers (one member per winning Entrant). The Host will provide travel and lodging
expenses for one speaker designated by the Winner and Runner-Up. In addition, the Host will have the ability to promote winners and discuss winning papers through its website, publications and media.

In addition, in accordance with the Publisher’s editorial calendar, the papers of the Winner and Runner-Up Sponsor Organizations will be published in a future print and online supplemental edition of AJMC®. Sponsor Organizations of Honorable Mentions may receive recognition and be included in the Supplement.

The winning Sponsor Organizations may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release (collectively, the “Prize Claim Documents”) as a condition to receiving a Prize. If a Sponsor Organization fails or refuses to sign and return all Prize Claim Documents within five days of the Administrator’s request (or a shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. No more than the advertised number of prizes will be awarded. Prizes will be delivered only to an address in the United States.

WINNING SPONSOR ORGANIZATIONS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; THE HOST, THE PUBLISHER AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES. THE ADMINISTRATOR WILL ISSUE A W-9 TO THE WINNING SPONSOR ORGANIZATION AS PART OF THE PRIZE CLAIM DOCUMENTS.

5. HOW TO ENTER: Eligible individuals and entities interested in entering the Challenge may notify the Host by submitting an email to Amy Niles, Vice President, External Affairs, PAN Foundation at aniles@panfoundation.org during the Entry Period (See Section 3). The Host, the Publisher and the Administrator reserve the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Rules or otherwise governing the Challenge.

Email notification will include:

a) Name of Sponsor Organization
b) Contact information for Sponsor Organization (Name of individual, address, phone and email information)
c) Name of Team Lead
d) Contact information for Team Lead (Name of individual, address, phone and email information),
e) Names of collaborating organizations, if any
f) Names of team members
g) Acknowledgement that the PAN Challenge Official Rules have been reviewed and accepted.
h) An Abstract not to exceed 250 words, describing how the paper will address the PAN Challenge description (Abstract to be submitted according to specifications at http://www.ajmc.com/about/ajmc/info-authors/manuscripts/guidelines/manu-spec)

The Host, the Publisher and the Administrator are not responsible for entries that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, and without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this Challenge. In the event of a dispute about the identity of any Entrant, an email notification with intent to enter will be declared as if made by the authorized account holder of the email address submitted at time of entry.

Unlawful, plagiarized, third-party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified at the sole discretion of the Host, the Publisher and the Administrator. The Host, the Publisher and the Administrator reserve the right to scrutinize all new Entries for these requirements at any time during or after the Challenge.

The Host, the Publisher and the Administrator each reserves the right in their sole discretion to disqualify any Entrant who is found to be tampering with the entry process or the operation of the Challenge, the Challenge Website or other Challenge-related websites, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge, or to annoy, abuse, threaten or harass any other person.

Except as otherwise stated in these Rules, personal information collected in connection with the Challenge will be used by the Host, the Publisher and the Administrator in accordance with the Host/Publisher privacy policy, and with any additional consent
given by an Entrant at the time of entry. Subject to Section 8 below, all Entries become the property of the Host and the Publisher and will not be acknowledged or returned.

6. REPRESENTATIONS AND WARRANTIES: By participating in the Challenge, each Entrant represents, warrants, and agrees that: (a) Entrant is the sole author, creator and owner of the Entry; (b) the Entry is not the subject of any actual or threatened litigation or claim; and (c) the Entry does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights or other legal rights of any third party.

7. INDEMNIFICATION: Each Entrant, by submitting an Entry, agrees to indemnify, defend and hold harmless the Host, the Publisher, and the Administrator, and each of their respective directors, trustees, officers, employees, agents, consultants and successors and assigns, from and against all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising from Entrant’s Entry or any breach or alleged breach of any of the representations, warranties and covenants of Entrant hereunder.

8. LICENSE: Each entrant retains full title and ownership of their Entry. By participating in the Challenge, each Entrant hereby irrevocably grants to the Host, the Publisher and the Administrator a non-exclusive, royalty free, sub-licensable, worldwide license and right to use the Entry to the extent necessary to administer the Challenge and to publish the Entry (upon first-place award). The Entrants selected as winners of the Selection Period, hereby grant the Host, the Publisher and the Administrator a non-exclusive, perpetual, royalty-free, sub-licensable, worldwide license and right to post on the Host’s or Publisher’s website such Entrants’ Entry.

9. PUBLICITY RELEASE: By participating in the Challenge, in addition to any other rights granted herein, each Entrant grants to each the Host, the Publisher and the Administrator the right to use such Entrant’s name, likeness, image and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Challenge and releases the Host, the Publisher and the Administrator from any liability with respect thereto.

10. WINNER SELECTION/JUDGING CRITERIA: A panel of judges chosen by the Host, the Publisher and the Administrator (collectively, the “Judges”) will select winning Entries based on the judging criteria in this section.
• Understanding of the barriers and disparities that currently exist for people who are underinsured—Medicare beneficiaries and those who are commercially insured—who seek access to critical medications.
• Effectively demonstrates the need for financial assistance to pay for the out-of-pocket (OOP) costs associated with prescription medications.
• Effectively describes the size and characteristics of the safety net for those in need of financial assistance to pay for the OOP costs associated with prescription medications.
• Effectively describes the research conducted to analyze and quantify the need for patient assistance and the size and characteristics of the safety net.
• Identifies proposed recommendations to address the need for patient assistance and gaps in the safety net.

The judging criteria are to be applied in the sole discretion of the Judges. By participating in the Challenge, each Entrant into the Challenge acknowledges that the decision of the judges is final and binding, and that challenges to the decision will not be allowed.

11. NOTICE TO WINNERS: Attempts to notify potential winners and Sponsor Organizations will be made using the contact information provided on the winner’s Entry form. The Administrator is not responsible for email or other communication problems of any kind. If, despite reasonable efforts, a potential winner or Sponsor Organization does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Prize or prize notification is returned as unclaimed or undeliverable to such potential Sponsor Organization, such potential winner will forfeit the Prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or the Entrant in question has not complied with these Rules or declines the applicable Prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

12. GENERAL LIABILITY RELEASE: Each Entrant agrees that the Host, the Publisher and the Administrator (a) shall not be responsible or liable for any losses, damages or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from entrants' acceptance, receipt, possession, use or misuse of any Prize, and (b) have not made any warranty, representation or guarantee,
express or implied, in fact or in law, with respect to any Prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. The Host, the Publisher and the Administrator assume no responsibility for any damage to an Entrant's computer system, which is occasioned by accessing the Challenge Website or other Challenge-related websites or participating in the Challenge, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature.

13. FORCE MAJEURE: In the event an insufficient number of eligible entries is received or the Host, the Publisher, and/or the Administrator is prevented from awarding a Prize or continuing with the Challenge as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or other cause not reasonably within the Host’s, the Publisher’s, or the Administrator’s control (“Force Majeure”), the Host, the Publisher and the Administrator shall have the right to modify, suspend or terminate the Challenge. If the Challenge is terminated for Force Majeure before expiration of the Challenge Period, the Host, the Publisher and the Administrator will not select winners from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

14. MODIFICATION OF THE RULES: These Rules cannot be modified or amended in any way except in writing by the Host, the Publisher or the Administrator. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. GOVERNING LAW/JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of entrants, the host, the publisher and/or the administrator in
connection with The Challenge shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of laws rules or provisions. Any legal claims arising from or relating to The Challenge or these official rules must be brought in the Federal or State courts located in the District of Columbia, and each entrant hereby consents and waives any objection to the jurisdiction of such courts for such disputes.

16. **WINNERS LIST**: The names of the winners may be posted at [www.panfoundation.org](http://www.panfoundation.org) for such period of time as the Host, the Publisher, and the Administrator deem reasonable.

Questions? Contact Amy Niles, Vice President External Affairs, PAN Foundation, at aniles@panfoundation.org or (202) 661-8073.