



2019 T.C. Graham Prize Terms and Conditions

Please read the following 2019 T.C. Graham Prize terms and conditions (the “**Terms and Conditions**”) prior to making any submissions or providing any ideas or materials to the Association for Iron & Steel Technology with respect to the T.C. Graham Prize.

All contest submissions are subject to these Terms and Conditions. By submitting an entry, you agree to comply with, and be bound by these Term and Conditions. AIST’s interpretation and application of these Terms and Conditions will be final and unappealable.

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1. Introduction

The T.C. Graham Prize (the “**Competition**”) is a global contest to encourage and recognize innovative applications for steel that may lead to the development of new markets. The entry may be a brand new application for steel, or something that has already started production. This award will recognize innovative new uses for steel (vs. new processes in steel production).

The Association for Iron & Steel Technology (“**AIST**”) is offering a cash prize of US\$20,000 to the winner of the competition.

The Competition is funded through the T.C. Graham Fund for Innovation in Steel Application, initiated by a US\$100,000 donation to AIST by Thomas C. Graham Sr. in April 2014.

2. About AIST

AIST is a 501(c) (3) nonprofit corporation organized for charitable, education and scientific purposes, with 16,000 members from more than 70 countries. AIST headquarters are located at 186 Thorn Hill Road, Warrendale, PA 15086 USA.

AIST's mission is to advance the technical development, production, processing and application of iron and steel. AIST's vision is to be a global leader in networking, education and sustainability programs for advancing iron and steel technology.

3. Who Can Participate

The Competition is open to any individual or group of individuals (maximum four people) with an innovative idea for a new application of steel (each, an **"Applicant"**). Any group of individuals competing as a team must enter the Competition via one team member who serves as the "Primary Applicant" (the person who submits the entry application). This person will be the main contact point for AIST, and emails sent to the email address provided by the Primary Applicant will be considered delivered to the team.

Each Applicant must be at least 18 years of age on the date of entry. All Applicants that participate in the Competition as a group must individually be eligible to participate in the Competition. If a group includes an Applicant that is not eligible to participate in the Competition, the entire group of Applicants may be disqualified. Once a team has been registered, no modification in its composition will be permitted. An individual or team may enter the same idea in the contest more than once, unless they had made it to the final three contestants in the immediate prior year of the competition.

Employees, member of AIST's board, AIST Foundation trustees, and their immediate family members are ineligible and may not participate in the Competition as an Applicant or as part of a group of Applicants. "Immediate family members" includes spouses, parents and grandparents, children and grandchildren.

The Competition is void where prohibited by law and where these Terms and Conditions do not satisfy applicable legal requirements. An Applicant that resides in a jurisdiction in which the Competition is prohibited by law, or is otherwise unlawful, is ineligible to participate in the Competition.

All materials, designs and ideas submitted by the Applicant to AIST must be bona-fide original works attributable to the Applicant (or another member of a group of Applicants), and must not in any manner infringe any third party intellectual property rights or incorporate the intellectual property of a third party, including any Applicant's employer. Please refer to Section 11 of this document on "Original Work and Intellectual Property Rights."

4. Contest Application

Official entry in the Competition is done via an application on the AIST website. An individual may submit up to five entries per year (per Competition cycle), whether as an individual Applicant, or member of a team. Team members must have been involved in the development of the technology prior to entry in the contest, and will share equally in the prize if the entry is selected to be the winner. No changes are permitted to the team composition once the application has been submitted to AIST.

The online entry application form includes the following information:

- Proposal title (*the title must clearly indicate what the steel will be used for*)
- Date of submission
- Name of Applicant(s) if more than one
- Name of Primary Applicant, email, mailing address and telephone number.

AIST reserves the right to confirm the validity of the application information submitted at any stage during the Competition.

Applicants shall provide a typed abstract as a PDF file, or Microsoft Word document, up to two (2) pages in length, font size not smaller than 11 pt. (not including the application form), uploaded to the AIST website during the application process. The file name should be the Primary Applicant's first initial followed by his/her family name (i.e., John Smith's file should be called "jsmith.doc").

The abstract should only have the title at the top of the first page, and should not contain any identifying information about the applicant (IE: name, school/company, email address, etc.). The abstract should describe the concept and answer the following question:

Based on your market assessment, please quantify the overall steel demand that may be required for your application? (Note: Please be specific and include tonnage and grade (if known) for a given region, time span or population, e.g., "This application will utilize 4.5 million tons per year of stainless steel in the United States." Provide some evidence or calculation to show how you derived the total demand figure. If your application is displacing, replacing or improving other forms of steel, please clarify the net increase in steel demand.)

The abstract should also address the following evaluation criteria:

- a) **Demand** - Does the application have the likelihood to generate viable market demand for steel?
- b) **Practicality** – Does your steel application have a practical use in society?
- c) **Performance** – Will your steel application perform better than other materials?
- d) **Marketability** – Is your steel application Innovative? Does it have broad appeal?
- e) **Sustainability** – Will your steel application be realistic over time (considering things such as profitability, energy intensity, safety, environmental impact and overall life-cycle assessment)?

5. Disqualification

AIST reserves the right, in its sole discretion, to disqualify any Applicant that (a) submits incorrect or misleading information, (b) fails to comply with all of these Terms and Conditions, (c) is otherwise not eligible to participate in the Competition, or (d) tampers with the entry process or any other aspect of the Competition.

All decisions made by AIST are final, and a disqualified Applicant will have no recourse against AIST for disqualification. Disqualification of an Applicant who was participating as a member of a group of Applicants may result in the disqualification of the entire group.

6. Deadline to Enter the Competition

All applications must be submitted by **12:00 noon EST on 31 May 2019**. Applicants are solely responsible for ensuring that their applications are submitted prior to the deadline, and AIST has no liability for any application that is not received prior to the deadline, including as a result of technical issues relating to the AIST's website or the Applicant's ability to connect to the website. Individuals not correctly registered by that date will not be eligible to participate in the Competition.

7. Competition Stages

Entry period 1 November 2018 to 15 July 2019

Stage 1

Selection of semi-finalists
Notification of semi-finalists

1 – 10 August 2019
12 August 2019

<u>Stage 2</u>	Submission of additional information from semi-finalists	Due 31 August 2019
<u>Stage 3</u>	Selection of finalists	September 2019
<u>Stage 4</u>	Presentations with jury via video conference	October 2019
	Announcement of winner and prize presentation	Date and location TBD

8. Evaluation and Selection of Prize Winner

Stage 1 - Abstracts submitted in the Competition will be assessed by a selection committee comprised of AIST members representing diverse perspectives including production, marketing, finance and sales of steel products (the “**Committee**”).

In the event more than one entry is received for the same general idea or concept, the Committee may decide to advance one or more Applicants to the next level in the Competition, based on the Applicant’s score and the degree to which they successfully fulfilled the evaluation criteria. If an Applicant does not satisfactorily fulfill the evaluation criteria, they will not advance. All Committee decisions will be final and unappealable, and the Committee will not provide any explanation, discussion or justification for its decisions.

Stage 2 - Applicants selected to advance to Stage 2 become “semi-finalists.” In Stage 2, semi-finalists will supplement their applications with additional materials. Semi-finalists must submit items 1 and 2, with item 3 being optional:

- 1) A proposal, up to six (6) pages in length, font size no smaller than 11 pt.
- 2) A PowerPoint presentation (up to 20 slides).
- 3) A video, up to five (5) minutes in length.

Stage 3 – A selection committee will use the *same evaluation criteria* from Round 1 to assign a score to each application, based on all of the information provided. The scoring results will be evaluated and used to narrow the group down to the semi-finalists.

Stage 4 – Semi-finalists will be invited to complete a waiver, and will present their proposals via video conference to a panel of AIST members and staff. Only three will be named as Finalists and will advance in the competition.

Stage 4 - Finalists will be judged by a jury comprised of executives from major steel companies, which will be selected at the sole discretion of AIST (the “**Jury**”). For the final round of the Competition, the finalists will be asked to provide an oral presentation to the Jury. This will be done via video conferencing. The oral presentation is intended to be an interactive exchange with members of the Jury.

The Jury will select a single Applicant (or group of Applicants participating as a team) as the Competition winner from among the finalists. The Jury’s selection will be made in the Jury’s sole and absolute discretion, and will be final and unappealable. The Jury will not provide any explanation, discussion or justification for its decisions.

9. Application Materials

All application materials must be submitted in English and otherwise in accordance with these Terms and Conditions. Application materials will not be returned. AIST has no liability for any late, lost, misrouted, corrupted, garbled, damaged, or otherwise inaccessible application materials, or any technical failures or malfunctions.

AIST reserves the right not to answer questions from Applicants if it is judged that an answer would give an unfair advantage, create any appearance of impropriety or unfair advantage, or is otherwise determined to be imprudent or impractical.

Participants who have received unofficial or content-sensitive information relating to the Competition with the intent of allowing an unfair competitive advantage, from any party involved with the Competition, must immediately inform AIST by emailing cmckelvey@aist.org.

By electing to participate in the Competition, each Applicant grants AIST a perpetual, irrevocable, royalty-free, non-exclusive, worldwide right and license, with a right to sublicense, to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense the application materials, or any portion thereof, in any manner, form, media or technology now known or later developed for any commercial or non-commercial purpose. Applicants agree to take, at AIST's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by AIST to effect, perfect or confirm AIST's rights as set forth in this paragraph.

10. Prize

The Competition's winner will be awarded a prize of US\$20,000 along with a medal, trophy or other physical award (collectively, the "**Prize**"). The Prize may be awarded annually upon the successful completion of evaluation criteria, at the discretion of the AIST and the Jury. If the Prize is awarded to a group of Applicants participating as a team, the cash component of the Prize will be divided equally among those Applicants.

ALL FEDERAL, STATE, LOCAL, AND OTHER TAXES (INCLUDING ANY TAXES OR OTHER LEVIES IMPOSED BY ANY FOREIGN GOVERNMENT) ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Entrants classified as "non-resident aliens" by the Internal Revenue Service or those not able to verify their status to AIST's satisfaction are subject to withholding under U.S. laws. Odds of winning a prize depend on the number of eligible entries received and the quality, as determined by the Committee and Jury in their discretion, of the application. AIST and the Jury reserve the right to choose fewer winners (or no winner) if AIST does not receive a sufficient number of eligible and qualified entries, as determined by AIST in its discretion. The Prize may, at AIST's discretion, be forfeited and awarded to an alternate winner if the prize is not claimed within a reasonable period after delivery of notification, if the winner is subsequently determined to have been ineligible to participate, or if AIST's attempts to contact winner are unsuccessful.

As a condition of being awarded any Prize, each winner will be required to execute and deliver to AIST a signed affidavit of eligibility and acceptance of these Terms and Conditions, release of liability, and any other legal, regulatory, or tax-related documents required by AIST, in its sole discretion.

11. Original Work and Intellectual Property Rights

By submitting an entry and electing to participate in the Competition, each Applicant represents to AIST that (a) all content submitted to AIST by the Applicant(s), including written materials, artwork and images, and videos, is an original work of authorship developed solely by the Applicant(s), has not been copied (in whole or in part) from any other work or source; (b) does not infringe, misappropriate, or plagiarize any trademark, copyright, trademark, or other proprietary intellectual property right (the "IP Rights") held by any person or entity; (c) all IP Rights relating to any application materials are owned exclusively by the Applicant(s) submitting the materials; (d) none of the application materials have been published or publically disseminated in any medium; and (e) none of the materials submitted is subject to any rights or claims of the Applicant's employer, and does not contain any confidential or proprietary information of Applicant's employer.

12. Privacy Policy; Use of Winner's Likeness

Except as otherwise specified above, any and all personally identifiable information collected in connection with the Competition will be used by AIST solely for the purpose of administering the Competition. Except where prohibited by law, entry into the Competition constitutes permission to

use each winner's name, hometown and likeness, without limitation, for promotional purposes without further permission or compensation.

13. Enforcement and Governing Law

The Competition and these Terms and Conditions will be governed, construed and interpreted under the laws of the Commonwealth of Pennsylvania and any applicable federal law of the United States of America. Any action or litigation concerning the Competition shall take place exclusively in the federal or state courts sitting in Allegheny County, Pennsylvania, and each Applicant expressly consents to the jurisdiction of and venue in such courts, and waives all defenses of lack of jurisdiction and inconvenient forum. Applicants agree to be bound by these Terms and Conditions and by the decisions of AIST, the Committee, and the Jury, all of which are final and binding in all respects and shall be made in the discretion of the party making the decision. AIST reserves the right to change these Terms and Conditions at any time, at its discretion, and to cancel, suspend, terminate or modify the Competition if AIST determines, in its discretion, that completing the Competition as planned is not possible, including due to force majeure, technical corruption, or any other causes beyond AIST's reasonable control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition. Applicants who violate these Terms and Conditions, violate any law, rule or regulation in connection with participation in the Competition, tamper with the operation of the Competition or engage in any conduct that is detrimental or unfair to AIST, the Competition or any other Applicant (in each case as determined at AIST's discretion) are subject to disqualification. AIST reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Competition. Any and all disputes, claims, and causes of action arising out of or in connection with the Competition shall be resolved individually, without resort to any class action. Any provision of these Terms and Conditions deemed unenforceable will be enforced to the extent permissible, and the remainder of these Terms and Conditions will remain in effect. The identity of the Competition's winner(s) will be provided upon written request sent to AIST's address, above, accompanied by a self-addressed envelope.

14. LIMITATION OF LIABILITY

IN NO EVENT WILL ANY AIST MEMBER, ITS OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, OR REPRESENTATIVES (THE "RELEASED PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM ANY APPLICANT'S PARTICIPATION IN THE COMPETITION, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY ERROR IN THESE TERMS AND CONDITIONS OR IN THE ADMINISTRATION OR CONDUCT OF THE COMPETITION. APPLICANT AGREES TO INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, INCLUDING CLAIMS OF INFRINGEMENT OF ANY IP RIGHTS, ARISING FROM APPLICANT'S PARTICIPATION IN THE COMPETITION OR ANY VIOLATION OF THESE TERMS AND CONDITIONS.