

Unsung Heroes Contest

Official Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The “Unsung Hero Advice “and “Hero Pose” (“Contests”) are open only to those who submitted/posted their entry through the proper form on the AST website or on social media. It must have correct hashtags and participants must be 18 as of the date of entry. The contest is only open to legal residents of the United States of America and is void where prohibited by law. The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Terms and Conditions: By participating, you agree to be fully unconditionally bound by these Terms & Conditions and you agree to the requirements set forth herein. In addition, you agree to accept the decisions of AST, as final and binding as it relates to the content. The contest is subject to all applicable federal, state and local laws.

3. Contest Period: Entries will be accepted online starting September 14, 2023, and ending September 27, 2023. All online entries must be received online by 11:59 PM on September 27, 2023. Photos/videos must be submitted/posted through the form on the AST website or through social media during the contest period. Although entries will continue to be visible online after September 27, new entries will not be accepted.

4. How to Enter: Posting media fulfilling the prompt for one or both of the competitions on Facebook and/or Instagram. If posting on social media the submission needs to include the correct hashtags to be considered (#UnsungHeroAdvice, #HeroPose, or #UnsungHeroes and #NSTW2023). Participants may also enter the competition by completing all fields within the online form provided on the AST website. The entry must fulfill all contest requirements, as specified below, to be eligible to win a prize. Entries that are not complete or do not adhere to the Terms & Conditions or specifications may be disqualified at the sole discretion of AST. Individuals may submit more than one entry but cannot use the same photo in more than one entry. Prizes are limited to one per person. If you use fraudulent methods or otherwise attempt to circumvent these rules, your submission may be removed from eligibility at the sole discretion of AST

- The entry cannot show name badges, boards or screens containing patient names, or any other view that would violate HIPAA regulations. It is your responsibility to know your employer’s policy about photography/videography and the use of cell phones in your facility. AST is not liable for any disciplinary action taken against you for failing to know and follow your employer’s policy.
- If your photo shows other people, you must get usage permission from these people before entering your photo into the contest. The entry will appear online and, possibly, in print. By entering, you verify that everyone in the photo gives you (and subsequently AST) approval to use their likeness.
- Mailed or emailed entries will not be accepted.

5. Prizes: Winners will receive a prize if they are selected. There are differing tiers of prizes dependent on participants' placement. The distribution of the prizes shall be solely determined by AST. No cash or other prize substitution will be permitted. Prizes are non-transferable. Any prize-related expenses, including all federal, state, and/or local taxes, shall be the sole responsibility of the winners. No substitution of prizes or transfer/assignment of prizes to others or requests for the cash equivalent by winners is permitted. Acceptance of a prize constitutes permission for AST to use the winners' names, likenesses, and entries in the AST journal and for online promotion without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winners of the contest will be selected in a random drawing under the supervision of AST. Winners will be notified via social media direct message or email via the contact information they provide on the form. Winners will be notified, and the winners names announced on AST's website, Facebook, and Instagram account by November 30, 2023. AST shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days of notification, their prize may be forfeited.

The receipt by winners of the prizes offered in this contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL TERMS & CONDITIONS BY ANY WINNER (AT AST'S SOLE DISCRETION) WILL RESULT IN THAT WINNER'S DISQUALIFICATION.

8. Rights Granted by you: By entering this content you understand that AST, anyone acting on behalf of AST or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, your name, portrait, picture, voice, likeness, image or statements about the contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: AST reserves the right, in its sole discretion to cancel, terminate, modify or suspend the contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the contest. In such case, AST may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by AST. AST reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions.

AST has the right, in its sole discretion, to maintain the integrity of the contest, to void entries for any reason, including, but not limited to: a HIPAA violation, lack of permission from subjects in the photo, profanity/obscenities, blatant sales or product pitches, and any other cause not named.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the contest may be a violation of criminal and civil laws and should such an attempt be made, AST reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. Limitation of Liability: YOU MUST FOLLOW ANY SOCIAL DISTANCING GUIDELINES SUGGESTED OR IMPOSED BY YOUR STATE OR LOCAL MUNICIPALITY. YOU SHOULD NOT PUT YOURSELF OR OTHERS AT RISK! THE PHOTO DOES NOT NEED TO BE TAKEN IN THE OPERATING ROOM OR IN YOUR HOSPITAL OR SURGICAL CENTER. YOU MUST COMPLY WITH HIPAA AND FACILITY POLICIES. AST IS NOT RESPONSIBLE FOR CONSEQUENCES BROUGHT ON BY YOUR VIOLATION OF HIPAA OR FACILITY POLICIES!

By entering you agree to release and hold harmless AST and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Colorado having jurisdiction. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than your actual out-of-pocket expenses (i.e. costs associated with entering this contest), and you further waive all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on AST's website. Read the Privacy Policy at https://www.ast.org/Privacy_Policy/.