

# GATORADE SPORTS SCIENCE INSTITUTE (GSSI) WOMEN IN SPORTS SCIENCE RESEARCHER AWARDS COMPETITION

## OFFICIAL RULES

The GSSI Women in Sports Science Researcher Awards Competition (the “Competition”) is sponsored by The Gatorade Company (“Sponsor”), 433 W Van Buren St, Chicago, IL 60607.

1. **ENTRY SUBMISSION PERIOD:** Entry into the GSSI WOMEN IN SPORTS SCIENCE RESEARCHER AWARDS COMPETITION (the “Competition”) begins on May 28, 2024 at 12:00:00 AM Eastern Time (“ET”) and ends on June 28, 2024 at 11:59:59 PM ET (“Entry Submission Period”). The time clock of the Sponsor shall be the official time clock of the Competition.
2. **ELIGIBILITY:** The Competition is open only to individuals who are legal residents of one of the 50 United States or District of Columbia (“D.C.”), and are:
  - a. Women PhD graduate students, post-doctoral researchers or faculty at the Assistant Professor Rank at an accredited University
  - b. Currently leading, at an accredited University or post- Doctoral organization located in one of the 50 United States or D.C., research on the nutritional and/or hydration needs of women who regularly participate in exercise or sporting activities, at either the amateur or professional level (“Active Women”);
  - c. 18 years of age or older at the time of entry (19 years or older of a resident of AL or NE); and
  - d. physically located in one of the 50 United States/D.C. at the time of entry.

Employees, officers and directors of Sponsor, its parent company, affiliates, subsidiaries and agencies, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are **not** eligible to participate in the Competition.

All federal, state and local laws apply. Void outside the 50 United States/D.C. and where prohibited by law.

3. **HOW TO ENTER:** Eligible individuals (each, an “Entrant”) can enter the Competition by completing and submitting, via the link below, the following “Entry Submission” during the Entry Submission Period:
  - a. An Official Application Form available [here](#) which will include the following;
    - i. Full Name
    - ii. Date of Birth
    - iii. Complete Mailing Address
    - iv. Phone Number
    - v. Email Address
    - vi. Name and location of the accredited University or post-Doctoral Organization at which you are conducting the required research
    - vii. Position at the organization listed above

- viii. A statement of research purpose, hypothesis, participant inclusion criteria, methods, and expected completion date. In the methods, highlight if and how you are accounting for female-specific considerations such as menstrual cycle fluctuations and irregularities, use of contraceptives, pregnancy, menopause, etc., as appropriate, in 300 words or less.
- ix. A statement on your desire to conduct future research related to the nutrition and/or hydration needs of active women in 200 words or less
- x. A short paragraph on how your research will contribute to the body of knowledge related to the nutrition and/or hydration needs of Sports-Active Women, in 300 words or less.

Limit one (1) Entry Submission per Entrant during the entire Entry Submission Period.

4. **GRANT OF RIGHTS TO SPONSOR:** For good and valuable consideration (including but not limited to participating in the Competition, consideration by Sponsor for a chance to win a prize, and/or accepting a prize) to the full extent permitted under applicable law, each Entrant and/or winner hereby assigns to Sponsor all rights, title, interest and goodwill in their Entry Submission and every element thereof, in perpetuity throughout the world without limitation and without further notice, compensation or acknowledgment. **[Note: This grant of rights does NOT apply to any element of Entrant's actual research.]**

To the extent that under applicable law an assignment of rights is not enforceable, for good and valuable consideration, each Entrant hereby grants to Sponsor (and those authorized by Sponsor) an exclusive, perpetual, royalty-free, worldwide license and right to broadcast, exhibit, reproduce, encode, store, copy, transmit, publish, post, display, publicly perform, adapt, edit, make derivative works and otherwise use or reuse the Entry Submission and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised, and without limitation as to when or to the number of times used. Sponsor will have the exclusive right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited sublicenses. **[Note: This grant of license does NOT apply to any element of Entrant's actual research.]**

The Entrant forever waives and relinquishes on behalf of themselves, their heirs, executor, administrator and assigns any and all rights, including but not limited to goodwill, in and to the Entry Submission. The Entrant acknowledges that they have no right of approval or consultation with respect to Sponsor's use of the Entry Submission. Sponsor will not be responsible for the return or preservation of the Entry Submission. Upon request of Sponsor, Entrant shall execute and deliver such additional instrument of assignment, as may be solely deemed, by Sponsor, reasonably necessary to establish the grant of rights, title and interest, or the grant of license, as described above (as applicable)

Sponsor may request such assignment at any time.

Each Entrant further agrees to waive "Moral Rights of Authors" with respect to their Entry Submission.

**Publicity Consent.** Further, by participating in this Competition and/or accepting a prize, each Entrant and/or any winner grants to Sponsor (and those authorized by Sponsor) the

right to use Entrant's name, image, voice, likeness, statements, and biographical material in connection with the Competition and/or with the Entry Submission, as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising out of their participation in this Competition in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party.

5. **TERMS OF PARTICIPATION/ ENTRY SUBMISSION:** As conditions of entry into this Competition, each Entrant represents and warrants that their entire Entry Submission: (i) is wholly original; (ii) has been legally obtained or created; (iii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or network standards; (iv) has not been entered into a previous Competition and has not received any prior awards; (v) has not been published previously in any medium; (vi) the Entrant has not granted or transferred any rights in or to the Entry Submission to any third party prior to the date of submission; (vii) the Entrant has not done anything which has impaired and will not do anything to impair the rights granted to Sponsor in any way; and (viii) Entrant has every right to participate in this Competition and is authorized to provide the required information related to their research in their Entry Submission, and to accept an Award if selected by the judges as a winner (see Rule 6, below, for judging details).

6. **JUDGING AND SELECTION OF AWARD WINNERS:**

**JUDGING PERIOD:** Beginning on or about June 28, 2024 at 12:00:00 AM ET through July 25, 2024 at 11:59:59 PM ET ("Judging Period") all eligible Entry Submissions received in the Competition will be judged by a panel of qualified judges selected by Sponsor ("Judges") to determine two (2) Award Recipients. The Judges will score each Entry Submission according to the following weighted judging criteria (collectively, "Judging Criteria"): **a) Relevance to Research Purpose, Hypothesis and Methods (0-30 Possible Points):** The purpose of the study is clearly relevant to the hydration and/or nutrition needs of active females (0-10 Points); The research design is appropriate to test the hypothesis as stated (0-10 Points), The methodology is sound and accounts for menstrual cycle, hormonal contraceptive use, pregnancy menopause and/or ovarian hormone levels as appropriate for the research question (0-10 Points); **(b) How the research contributes to the body of knowledge related to the nutrition and/or hydration needs of active women (1-20 Possible Points):** The knowledge gap is clearly defined related to the nutrition and/or hydration needs of active women (0-10 Points), How well the research addresses the knowledge gap (0-10 Points); **(c) Statement on your future plans to conduct research related to the needs of active women, beyond your current study (0-10 Possible Points):** The applicant has clear plans to continue research on active women as their career progresses (0-10 Points); **(d) Overall, the statements are well-written, including appropriate grammar and punctuation (0-10 Points)** **(e) Rating of the level of impact of this research on defining the nutrition and/or hydration needs of active women (0-20 Points).** In the event of a tie, the tie will be broken by the Entry Submission that received the highest score in: the level of impact of this research on defining the nutrition and/or hydration needs of active women.

The Judges decisions are final and binding. Points earned in the judging process are confidential and will not be disclosed to Entrants.

7. **AWARD WINNER NOTIFICATION:** Once potential Award Winners are determined, they will be contacted via the email and/or phone number supplied on their Official Application Form so that Sponsor can verify their eligibility and Compliance with these Official Rules. Each such potential Award Winner will be required to sign and return, as a condition of receiving an Award, an Affidavit of Eligibility and Liability Release and, where legally permissible, a Publicity Release, and IRS W-9 form including their Social Security Numbers, within seven (7) days of notification. If (i) any of the required documents are not completed in full and/or returned by the designated due date; (ii) the email or phone notification is returned as undeliverable; (iii) telephone or e-mail notification is not responded to within 48 hours; or (iv) a potential Award Winner is determined to be ineligible or not in compliance with these Official Rules, then the applicable prize may be forfeited and an alternate potential Award Winner may be named at Sponsor's discretion, based on the scores received in the judging process. Upon forfeiture for any reason, no compensation will be given.

If, after a good-faith attempt, Sponsor is unable to award or deliver an Award, the Award may not be re-awarded at the Sponsor's discretion. Upon verification of eligibility, Awards will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry. Payment will be received up to 90 days following receipt of the completed required paperwork (W9, New Supplier Form, Affidavit and 1099). Winners shall be solely responsible for payment of any and all applicable federal, state, and local taxes for their Awards. Sponsor will issue an IRS Form 1099- MISC & W-9 to each winner. Sponsor is not responsible for any undelivered e-mails or phone calls/messages, including without limitation, e-mails that are not received because of a winner's privacy or spam filter settings which may divert any promotional e-mail, including any winner notification e-mail, to a spam or junk folder. Awards that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Awards are non-transferable and no Award substitutions will be allowed, except by Sponsor, who reserves the right to substitute an Award of equal or greater value in case of unavailability of the Award or a *force majeure* event, at Sponsor's sole and absolute discretion. Sponsor shall not be held responsible for any delays in awarding an Award for any reason. Awards will only be delivered to addresses in the fifty (50) United States or the District of Columbia.

8. **AWARDS:**

Two (2) Awards are available to be won, each consisting of a check for \$5,000 payable to the winner. Total value of all Awards: \$10,000.

9. **RELEASES:** All Entrants, as a condition of participation in this Competition, agree to release, indemnify and hold harmless, Sponsor, its parent, subsidiary and affiliated companies, and all of their respective employees, officers, directors, and agents (collectively the "Released Parties") from and against any liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Competition or any website, submitting an Entry Submission and the contents thereof, or otherwise participating in any aspect of the Competition, the receipt, ownership or use of any Award (if applicable), or while preparing for, participating in or traveling to or from any Competition-related activity, or any typographical or other error in these Official Rules or the announcement of any Award winner. Each Winner bears all risk of loss or damage to their Award, after it has been delivered.

- 10. GENERAL:** In the event of a dispute as to any Entry Submission or as to the identity of an Entrant based on an e-mail address, telephone number, or any other information provided at the time of entry, the Entry Submission will be deemed void and ineligible for inclusion in this Competition. Sponsor reserves the right to disqualify any Entrant and/or Entry Submission in its sole and absolute discretion.
- 11. CONDUCT:** By entering this Competition, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. The Official Rules will be posted at: [www.GSSIweb.org](http://www.GSSIweb.org) throughout the Competition Period. Any information collected shall be in accordance with Sponsor's Privacy policy available at : <https://contact.pepsico.com/gatorade/privacy-policy>. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Competition; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 12. LIMITATIONS OF LIABILITY:** Released Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entry Submissions at any point in the operation of this Competition; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Competition; (d) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof, or; (e) any injury or damage to entrant's or to any other person's computer which may be related to or result from any attempt to participate in the Competition or download any materials in the Competition. If, for any reason, the Competition is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition in whole or in part. In the event of termination prior to the stated end date of the Entry Submission Period, , the Award winners will be determined by the Judges, from among all eligible, non-suspect Entry Submissions received as of the date/time of termination, on the basis of the judging criteria described herein.
- 13. DISPUTES:** Each Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Competition or any Award shall be resolved individually, without resort to any form of class action, and exclusively by the

appropriate court located in Cook County, Illinois; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Competition-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern, and control.

- 14. WINNERS LIST:** For the names of the Award Winners, available after 7/25/24, send an email to [GlobalGSSIEducation@pepsico.com](mailto:GlobalGSSIEducation@pepsico.com).