`TCS DISCOVERY EDUCATION IGNITE INNOVATION STUDENT CHALLENGE 2020 OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

MANY WILL ENTER, FEW WILL WIN.

PRIOR TO ENTRY, A CONSENT FROM EACH ENTRANT'S PARENT/LEGAL GUARDIAN IS REQUIRED AS DESCRIBED BELOW.

- 1. **ELIGIBILITY:** The TCS Discovery Education "Ignite Innovation Student Challenge" 2020 ("Contest") is open to legal residents of the 50 United States and the District of Columbia (the "Eligibility Area") who are at least ten (10) years of age and who are enrolled as students in Grade 6, 7, or 8 at an eligible school located within the Eligibility Area (each such eligible participant, a "Student"). An "Eligible School" is defined as a public, private or parochial school located within the Eligibility Area that: [a] is organized and primarily operated for educational purposes; [b] contains any class with students in Grade 6, 7, or 8; and [c] is considered tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code (or has an equivalent tax-exempt designation as determined by Sponsor, or is registered as a public school with the National Center for Educational Statistics). Employees, officers and directors of Discovery Education, Inc. ("Sponsor") and Tata Consultancy Services Limited ("TCS"), their respective parent companies, subsidiaries, affiliates, agents, advertising and promotion agencies, promotional suppliers (aforementioned individuals and organizations collectively, the "Contest Entities") and their immediate family members (spouse, parents, siblings, and children, regardless of where they live) and members of the same households (whether related or not) are not eligible. Sponsor's determinations of eligibility are final and may be made at any time. Void outside the Eligibility Area and where prohibited.
- 2. AGREEMENT TO OFFICIAL RULES: Participation in the Contest constitutes each Student's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Judges, which are final and binding. Further, each Student's parent(s) or legal guardian(s) ("Parent") unconditionally agrees to all conditions of these Official Rules on behalf of such Student, and further agrees to co-sign any required documents if such Student is chosen as a finalist or potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that any Student or Parent associated with the entry has not agreed to or complied with these Official Rules.
- 3. BRIEF CONTEST DESCRIPTION: A Student will have the opportunity to create an original entry video in accordance with the challenge outlined in Section 6 below, either as an individual or as part of a team of 2-4 Students (each such team of Students, a "Team"). Note that Students participating as a Team must all attend the same school. Parental consent is required from all entrants prior to entry, as detailed in Section 5 below. Entries must be submitted in one of three thematic pillars (each referred to as, a "Pillar"): [1] Health, [2] Our Planet, or [3] Education. Entries in one Pillar will be judged separately from entries in another Pillar, except for the purposes of determining the winner of the Grand Prize (See Section 10 for details). Complete entry requirements and instructions are available at www.lgniteMyFutureInSchool.org/Challenge (the "Website"). There is a limit of one (1) entry per Student, regardless of whether that Student participates as an individual or as part of a Team. Entries will be judged according to the process and criteria set forth in Section 10. Prizes are described in Section 11 below. Note that the value of any associated cash prize awarded to a winning Team will be divided equally among the winning Team's Students.

4. CONTEST TIMING:

- Entry "Submission Period": The entry Submission Period begins at 12:00 PM Eastern Time ("ET") on October 21, 2019 and ends at 8:00 PM ET on April 9, 2020.
- Judging: On or before May 30, 2020, eligible entries will be judged by the Sponsor's designated judges in accordance with the judging criteria set forth in Section 9 below, to determine the winners.

Winner Announcement: The winners will be announced at the Website in June of 2020.

The Sponsor reserves the right to extend the Submission Period and/or change the timing of the subsequent dates, in their sole discretion. If such changes are made, the new timing will be noted at the Website and in these Official Rules.

5. PARENTAL CONSENT AND REGISTRATION: Note that Students who wish to participate as a Team will be responsible for first naming one Student as the "Student Team Leader" for the Team. Starting at 12:00 PM ET on October 21, 2019, Parents or teachers of Students must visit the Website www.lgniteMyFutureInSchool.org/Challenge and follow the on-screen directions to begin the consent and registration process, as follows:

If you are the Parent of a Student who wishes to participate in the Contest as an individual (or the Parent of a designated Student Team Leader):

- 1. You may visit the Website during the Submission Period and provide your name, your email address, and your child's name (along with the first name of your child's teammate(s) and the Parent name and Parent email address for each other team member, if your child is the designated Student Team Leader of a Team). Note that you must be certain that the Parent email address(es) that you provide actually belong to the applicable Parent(s).
- 2. Follow the site instructions to complete the online Parental Consent Form ("Consent Form") on behalf of your child, submit it so it is received in accordance with the directions found on the form, provide the requested registration information about your child (and your child's team name, if your child is a Student Team Leader) and create a password which your child will later use to complete their entry (be sure to keep the password in a safe place);
- 3. If your child is participating as an individual, you may then provide the username (which will be your email address) and password to your child, who may then complete the entry submission process as described in Section 9 below (provided that you first complete the YouTube video upload process described below in Section 8).
- 4. If your child is the designated Student Team Leader of a Team, the Website will then email the other Parent(s) with a request to complete the Consent Form on behalf of their child(ren) and provide the requested registration information about each such child.
 - a. The Website will email you once the Consent Form has been completed by the applicable Parent(s) of your child's teammate(s). Once you are aware that all such Consent Forms have been received by Sponsor, you may then provide the username (which will be your email address) and password to your child, who may then complete the entry submission process on behalf of the Team as described in Section 9 below, no later than 8:00 PM ET on April 9, 2020. Note that the Website will not allow your child to complete the entry submission process until Sponsor has received all applicable Consent Forms from the Parent(s) of your child's teammates.

If you are the teacher of a Student who wishes to participate in the Contest as an individual (or the teacher of a group of Students who wish to participate in the Contest as a group of two to four Students):

- You may visit the Website during the Submission Period and provide the student first name, parent name, and parent email address for the applicable student(s) who wish to participate in the Contest (and for a group of Students who wish to participate as a Team, note which belong to which Team, and which is the designated Student Team Leader for the Team). Note that you must be certain that the Parent email address(es) that you provide actually belong to the applicable Parent(s).
- 2. The Website will then email each Parent with a request to complete the Consent Form on behalf of their child and provide the requested registration information about each such child.
 - a. For a Student participating as an individual (or for a Student Team Leader), upon their Parent's completion of this process, the Website will instruct their parent to create a password, which the Parent can then provide to their child to use to complete the entry submission process (provided that any other teammate's Parent completes the applicable

Consent Form, and provided that the Student's Parent also completes the YouTube video upload process described below in Section 8).

i. For a Student Team Leader: Once the Student Team Leader's Parent is aware that all such Consent Forms have been received by Sponsor, the Student Team Leader's Parent may then provide the username (which will be the Student Team Leader's Parent's email address) and password to their child, who may then complete the entry submission process on behalf of the Team as described in Section 9 below, no later than 8:00 PM ET on April 9, 2020 (provided that the Student Team Leader's Parent first completes the YouTube video upload process described below in Section 8). Note that the Website will not allow a Student Team Leader to complete the entry submission process until Sponsor has received all applicable Consent Forms from the Parent(s) of the Student's teammates.

Alternately, a printable version of the Consent Form will be available at the Website, which may be printed and presented to the Parent of a Student who wishes to participate in the Contest as part of a Team (but not as the designated Student Team Leader), and such Parent may return the completed form to the Student Team Leader or their Parent, who will scan and upload it as part of the Team's entry materials prior to entry submission.

If you are the Parent of a Student who wishes to participate in the Contest as part of a Team (but not as the designated Student Team Leader), simply: [a] follow the instructions in the email you will receive from the Website, to complete the Consent Form on behalf of your child and provide the requested registration information about your child; or [b] complete the paper Consent Form presented to you, and return it to the Student Team Leader or their Parent.

Emails sent from the Website will have the sender address **ignitemyfuture@discoveryed.com**. Registration information requested from Parents may include without limitation, the Student's full name, home address, home phone, email address, birth date, age, gender, school grade, Parent's name and email address, school information and local media information (such as nearby newspaper and television station information). The Contest Entities hereby disclaim any liability for any disputes between Students, Parents, and/or teachers arising under or related to the Contest.

If the Parent of a Student does not submit the Consent Form and the registration information described above (in addition to completing the YouTube video upload process described below, as applicable) by the applicable deadlines stated herein, the Student and/or Team will not be permitted to enter the Contest.

- **6. THE CHALLENGE:** The Student/Team must identify a new digital solution based on the Student/Team's own original idea. The Student/Team must create a one- to two- minute video:
 - describes a problem in one of the three Pillars of Health, Our Planet, or Education;
 - explains how the digital solution solves a local, national, or global issue;
 - identifies the population being served;
 - explains benefits of the digital solution; and
 - identifies at least one computational thinking strategies used to develop the digital solution

Students must work independently on the development of their entry and must record their entry video with minimal help or direction from others. Entrants can find additional inspiration online at www.lgniteMyFutureInSchool.org/Challenge.

See Section 7 for additional entry requirements and restrictions, Sections 8 and 9 for how to submit an entry, and Section 10 for judging criteria.

7. ADDITIONAL ENTRY REQUIREMENTS AND RESTRICTIONS: All forms of plagiarism and fraud are prohibited in all aspects of the Contest. Additionally, cited works are allowed but should not make up a significant portion of the Student/Team's entry. All determinations of plagiarism or fraud will be made by

Sponsor in the Sponsor's sole discretion, and such determinations may be made at any time. If such a determination is made after any recognition or prizes have been awarded to a Student, the Sponsor reserves the right to revoke any recognition and demand the return of any prizes (or the value of such prizes) from the affected Student and the Student's Parent(s).

Entries must be in English. Entries must not include any branded products, trademarks or logos, except that trademarks or logos owned by Discovery or TCS (the "Provided Elements") are allowed (but are not required). Entries which contain a trademark or logo or promote any brand or product other than those belonging to Discovery or TCS may be disqualified at the Sponsor's discretion. However, the Sponsor may choose not to disqualify an entry which includes a trademark or logo if the Sponsor determines that the inclusion of such trademark or logo is incidental. Students may be asked to sign an affidavit stating that the entrant was not paid a fee, either monetary or in-kind, to promote an included trademark, logo or branded product. Entries may not defame or invade the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights. Sponsor's determination as to whether any entry potentially violates the rights of any third party is final.

Entries that are deemed by the judges to be illegal, immoral, obscene, profane or improper will be disqualified. The Sponsor reserves the right to disqualify any entry at any time which, in the Sponsor's reasonable opinion, endangers the safety or well-being of any person or in the event it is determined that the Student has not complied with these Official Rules. In addition to the Sponsor's right to do so, the judges will also be instructed to disqualify any entry that describes dangerous conduct, stunts, tricks, or conduct that could lead to physical injury, property damage or otherwise violates and/or is inconsistent with these Official Rules.

By participating in this Contest, the Students and their Parent(s) represent and warrant that: (a) the Student (or Team, as applicable) is the creator of the entry; (b) the concept, ideas, and language used in the entry are wholly original to the Student/Team; (c) the entry conforms to all requirements stated in these Official Rules and at the Website; (d) the entry does not contain confidential material; (e) with the exception of any materials for which properly cited references are provided, the entry does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (f) the Entry has not previously been entered in any other contest (apart from a school, school district or school-related science fair where direct awards are not made available by corporate sponsors); and (g) the entry has not been previously published in any medium (apart from posting as an unlisted video on YouTube in accordance with these Official Rules), nor has it won any previous awards or recognitions (outside of a school, school district or school-related science fair where direct awards are not made available by corporate sponsors).

Further, by participating, the Students and their Parent(s): (a) agree to waive any claim for reimbursement for any equipment or materials necessary to submit an entry regardless of whether or not any particular entry is selected for any prize; (b) acknowledge that the material that will be submitted as part of the Contest may embody materials, suggestions, or ideas similar to those which have been developed by others or by the Contest Entities and hereby acknowledges that any similarity is purely coincidental and unavoidable in light of the volume of ideas that the Contest Entities routinely use and consider in the course of each of their business activities, and understands that the Student and/or Parent will not be entitled to any compensation because of use by the Contest Entities of any materials similar to those in a Student's entry; (c) hereby waive any right to any claim or liability with respect to the Contest Entities' use of similar materials; (d) acknowledge that the Sponsor is in no way obligated to broadcast, publish or use any entry in any way; and (e) understand that submitting any element that is copyrighted by another individual will result in the Student and the Student's Parent(s) being responsible for any legal action the legal copyright holder might take against the Releasees (as defined below in Section 13).

Nothing herein shall constitute an employment, joint venture, or partnership relationship between any Student and the Sponsor or TCS. In no way is any Student to be construed as the agent or to be acting as the agent of the Sponsor or TCS. The Sponsor and TCS are not responsible for unauthorized third-party use of any entry.

Specific requirements and restrictions for videos:

- Only the Student(s) may appear in an entry video. The likeness of any other person is prohibited;
- For team submissions, each Student team member must appear in the video, and each must give a portion of the presentation within the video.
- Entry videos must be longer than 60 seconds, but not longer than 120 seconds
- If any portion of an entry video was filmed by anyone other than the Student(s), the Student(s) represent and warrant that such person(s) have granted the Student(s) all rights to the video, and that the Student/Team can and will give written copies of such permissions to the Sponsor upon request:
- Entry videos may not contain any music or sound effect unless either: [a] the music/sound effect
 was created by the Student or by someone who has given the Student written permission to use
 the music/sound effect; [b] the music composition is in the public domain and was performed by
 the Student or by someone who has given the Student written permission to use the
 performance; or [c] the music/sound effect was acquired/licensed by the Student from a royaltyfree source which does not require credits or other attribution to appear in connection with
 the entry video. Students and their Parent(s) must be certain that any music or sound effect
 conforms to all applicable requirements; and
- It is further recommended that the statement "This is my/our Ignite Innovation contest entry video" be made at the beginning of each entry video.
- 8. ENTRY VIDEO UPLOAD: In preparation for submission of an entry video, the Parent of the Student (or for an entry video created by a Team, the Parent of the Student Team Leader) must first create a registered user account at www.youtube.com and agree to all applicable terms at that site. There is no fee or charge to become a registered user of YouTube. YouTube is not a sponsor of this Contest, nor does it endorse or administer the Contest. Further, entries which do not comply with the YouTube Community Guidelines will be disqualified. Entry video file size limitation and file format must adhere to YouTube specifications. Entry videos may not be submitted in any other format or through any other digital channel.

Next, the **Student's Parent** must access their YouTube account, upload the entry video, title the video "Ignite Innovation Submission – [Your title]", **set the video's privacy settings to "Unlisted"**, note the unique URL that YouTube has given the video, and provide the URL to the Student.

In order for an entry video to be considered for judging, the Parent must maintain their YouTube account in good standing and must continue to host the video, with the video's privacy settings set to "Unlisted" and at the same URL disclosed in the Contest entry, through June 31, 2020 (unless asked by Sponsor to remove the video from YouTube prior to this date). Students and their Parents agree that, upon request by the Sponsor, Students and their Parents will provide a digital copy of the entry video in native format, and remove the entry video from YouTube if/as directed by the Sponsor.

Note that simply uploading an entry video to YouTube does not constitute entry into the Contest; See Section 9 below for entry submission instructions.

9. TO SUBMIT AN ENTRY: To submit an entry, the Student (if participating as an individual, or the Student Team Leader if participating as a Team) must visit www.lgniteMyFutureInSchool.org/Challenge during the Submission Period and login by using the username and password that their Parent provides them, to access the entry page (after the Student's Parent has completed the Consent Form and Registration Form described in Section 5). At the entry page, the Student will be prompted to provide the unique YouTube URL for the entry video, and provide any additional requested entry information, in accordance with the instructions detailed at the Website, which are incorporated herein by reference. In the event of any inconsistency between such instructions and these Official Rules, the terms of these Official Rules shall prevail. Note that the Website will not allow a Student Team Leader to complete the entry submission process until Sponsor has received all applicable Consent Forms from the Parent(s) of the Student's teammates.

Once the entry form is completed, the Student must click the "Save and Submit" button at the bottom of the form so that the entry is received by Sponsor's server no later than **8:00 PM ET on April 9, 2020**. If a Student wishes to save the work prior to submitting the entry, the Student may click the "Save for Later" button at the bottom of the entry form, then return prior to 8:00 PM ET on April 9, 2020 to update the entry information (including the option to update their entry video URL) and click the "Save and Submit" button at the bottom of the entry form. Once an entry form has been submitted, no further edits are permitted (unless edits to an entry are specifically requested by Sponsor or its designee as further detailed in Section 11). If an entry form has not been submitted by 8:00 PM ET on April 9, 2020, the entry will not be included in the Contest judging.

There is a limit of one (1) entry per Student, regardless of whether that Student participates as an individual or on an eligible Team of Students. Entries received in excess of this limit will be void.

- **10. DETERMINATION OF WINNERS:** All entries will first be screened to ensure they meet the entry criteria. A panel of qualified judges from Discovery Education, TCS and partner organizations, educators and technology professionals will then score qualifying entries using the following judging criteria:
 - Creativity (20% of score);
 - Content (40% of score) (i.e. how well the entry addresses the requirements of the Challenge);
 - Persuasiveness and effective communication (20% of score); and
 - Overall Presentation (20% of score).

The highest scoring entry (regardless of Pillar) will be deemed the potential Grand Prize winning entry. After the potential Grand Prize winning entry has been determined, the remaining highest scoring entry in each Pillar will be deemed a potential Top Pillar winning entry. After the preceding potential winning entries have been determined, the next six remaining highest scoring entries (regardless of Pillar) will each be deemed a potential winner's circle prize-winning entry.

In the event of any ties, the "content" score will be used as a first tiebreaker. In the event any tie remains after applying this first tiebreaker, the "Overall Presentation" score will be used as a secondary tiebreaker. The decisions of Sponsor and Judges are final and binding in all matters. If an insufficient number of qualified entries are received at any level in the Contest, the Sponsor has the absolute discretion to award fewer prizes than stated in these Official Rules.

11. **PRIZES:** The following prizes will be made available:

One Grand Prize: a \$10,000 scholarship awarded in the form of a check made payable to the winner (or if won by a team, divided equally between Team members and awarded in the form of checks made payable to the winning Team members); a virtual mentorship opportunity for the winning Student(s) with TCS employees (all aspects of virtual mentorship to be determined by TCS); the opportunity for TCS to create a prototype/build out of the digital solution described in the entry (to the extent feasible, as determined by TCS); and a tech toolkit package of educational tech items selected by the Sponsor with a total approximate retail value ("ARV") of \$500 to be awarded to the school attended by the Grand Prize winning student(s); total ARV \$10,500.

One Top "Health" Pillar Prize: a \$7,500 scholarship awarded in the form of a check made payable to the winner (or if won by a team, divided equally between Team members and awarded in the form of checks made payable to the winning Team members); a virtual mentorship opportunity for the winning Student(s) with TCS employees (all aspects of virtual mentorship to be determined by TCS); and the opportunity for TCS to create a prototype/build out of the digital solution described in the entry (to the extent feasible, as determined by TCS); total ARV \$7,500.

One Top "Our Planet" Pillar Prize: a \$7,500 scholarship awarded in the form of a check made payable to the winner (or if won by a team, divided equally between Team members and awarded in the form of

checks made payable to the winning Team members); a virtual mentorship opportunity for the winning Student(s) with TCS employees (all aspects of virtual mentorship to be determined by TCS); and the opportunity for TCS to create a prototype/build out of the digital solution described in the entry (to the extent feasible, as determined by TCS); total ARV \$7,500.

One Top "Education" Pillar Prize: a \$7,500 scholarship awarded in the form of a check made payable to the winner (or if won by a team, divided equally between Team members and awarded in the form of checks made payable to the winning Team members); a virtual mentorship opportunity for the winning Student(s) with TCS employees (all aspects of virtual mentorship to be determined by TCS); and the opportunity for TCS to create a prototype/build out of the digital solution described in the entry (to the extent feasible, as determined by TCS); total ARV \$7,500.

Six Winner's Circle Prizes: a \$1,000 scholarship awarded in the form of a check made payable to the winners (or if won by a team, divided equally between Team members and awarded in the form of checks made payable to the winning Team members).

12. WINNER NOTIFICATION AND ADDITIONAL PRIZE RESTRICTIONS: The Parents of potential winners (or in the case of a potential prize-winning school, that school's principal) will be notified by email and/or by telephone (at the Sponsor's discretion), and will be sent an email including an affidavit/documentation of eligibility and liability release, intellectual property release and perpetual license agreement (if for a Student), and (where legal) a publicity release. Each potential winner (and if a Student, the Student's Parent[s]) will be required to complete and return the aforementioned applicable documents within three (3) full business days (measured in the local time zone) from the time of request by Sponsor or Sponsor's designee. Note that the Sponsor reserves the right to notify a Sponsor-selected quantity of higher-scoring entrants as "Finalists" who will be required (along with their Parents) to complete the aforementioned documents required of potential winners within three (3) full business days (measured in the local time zone) from the time of request by Sponsor or Sponsor's designee. However, "Finalist" designation does not include any prizes, and notification as a "Finalist" is not a guarantee that the applicable entry was (or will be) selected as a prize-winning entry. Any potential recipient of prizes valued at \$600 or more will be required to complete and return an IRS W-9 form. Additionally, the Sponsor reserves the right to request, from any entrant and at any time, an edited version of an entry, where such edits are deemed necessary but do not to materially improve the quality of the entry, all as determined by the Sponsor, to be returned within three (3) full business days (measured in the local time zone) from the time of request by Sponsor or Sponsor's designee. Failure to timely complete and return the properly signed affidavit and releases or other prize documentation and requested materials, or if a potential winner chooses to decline a prize for any reason, or fails to comply with any requirement of these Official Rules, may result in disqualification. Return of any prize/prize notification as undeliverable, or inability of the Sponsor to contact potential winner(s), may also result in disqualification. In the event of disqualification, at Sponsor's sole discretion the applicable prize may be awarded to an alternate winner selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. If the school attended by the Grand Prize winning student(s) is involved (at the time of the judging, winner verification, and/or prize award) in formal negotiations with Sponsor for new/additional Discovery Education services (or if Sponsor believes that the potential award of the tech toolkit portion of the Grand Prize to the school attended by the Grand Prize winning student(s) may violate any law, rule, or regulation), then the tech toolkit portion of the Grand Prize will be awarded directly to the Grand Prize winning student(s). If any prize remains unclaimed after three potential winners have been notified for that prize, the prize may remain unawarded. No responsibility is assumed by the Sponsor for any incorrect or missing postal address, e-mail address or phone number associated with an entry, or any change of address, e-mail or phone number of a participant after entry submission. Where legal, the Parent(s) of each potential winner hereby agree that their child, as a winner, will participate in all advertising, publicity (including being featured on the Sponsor's Facebook page and being showcased on the Website), press, and promotional events scheduled by the Sponsor in connection with the Contest. While not obligated to do so, the Sponsor may in its sole discretion bear such reasonable costs and expenses for a winner to appear for such appearances and events. Further, where legal, as a condition of winning, winning Students may be required to provide a photograph for publicity purposes. Failure to participate in said events or to provide a photograph may result in

disqualification and forfeiture of prizes, where legal. Any prize details not specified herein will be determined by the Sponsor. Prizes are not transferable or refundable and must be accepted as awarded. No other substitutions may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of comparable or greater value. The Sponsor will not be liable for any delay, curtailment or non-occurrence of any part of the Contest or prize, which in each case arises from any cause or causes beyond the Sponsor's reasonable control including without limitation any of the following: act of God, governmental act, war, terrorism, adverse weather conditions, fire, flood, explosion or civil commotion. Prize recipients are solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of prizes not specified herein as being included. Prizes are awarded "as is" with no warranty or guarantee, either express or implied.

RESTRICTIONS, RIGHTS AND RELEASE: By participating, each Student and the Student's 13. Parent(s) and any prize recipients agree to release, discharge and hold harmless Contest Entities, Discovery, Inc, and YouTube, together with the respective parents, subsidiaries, officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Releasees"), from any and all injuries, liability, losses and damages of any kind resulting from their participating in the Contest (including, but not limited to, traveling to, preparing for or participating in any Contest-related activity) or their acceptance, use or misuse of a prize including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. Further, each Student and his/her Parent(s) hereby agree to indemnify and hold the Releasees harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Releasees due to or arising out of such participant's entry, or such participant's conduct in creating an entry or otherwise in connection with this Contest, including but not limited to: claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. By participating, each Student and the Student's Parent(s) agree to grant the Sponsor and TCS: (1) an irrevocable and perpetual, royalty-free, worldwide license, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter. reproduce, distribute, broadcast, display, and create derivative works of entries and any other submitted materials, for commercial or non-commercial use, without further permission; and (2) to permit the Sponsor and TCS to use his or her name, photograph, likeness, entry and other submitted materials, biographical information, voice, voice likeness, and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to within the Sponsor's and TCS' websites in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request if required in addition to the terms of this document.

Releasees are not responsible for and shall not be liable for: (1) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; (2) failed, incomplete, garbled or delayed computer transmissions; (3) late, lost, misdirected, corrupted, delayed, stolen or incomplete entries, links, emails or mail; (4) errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes, or in any Contest-related materials; (5) any disputes between any Student(s); (6) changes to social media platform policies and procedures that may interfere with the operation of the Contest; or (7) any condition caused by events that may cause the Contest to be disrupted or corrupted.

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (1) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; (2) award prizes according to the Judging Criteria from among the applicable nonsuspect, eligible entries received up to the time of the impairment; or (3) to proceed in such a manner as may be deemed fair and equitable by Sponsor. In the event of any discrepancy between the English language version of these Official Rules and any other translated

versions, abbreviated versions, or Contest-related advertising or disclosures, the English language version of these Official Rules shall prevail.

CAUTION: 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, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made by the entrant via the authorized entry website address listed above. Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or e-mail address, including but not limited to commercial contest and sweepstakes subscription notification and/or entering service sites. Any person who enters by any of the methods described above will be disqualified. Use of any device to automate entry is prohibited. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating in this Contest, Students and their Parent(s) agree to waive any right to claim ambiguity or any deficiency in these Official Rules or the Contest, including its administration. The Contest and Website are provided by Sponsor on an 'AS IS' basis. Sponsor makes no representations or warranties of any kind, express or implied, as to the operation of the site or the information, content, materials, or products included on the Website. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASEES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- **14. PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the Sponsor's Privacy Policy (as may be amended from time to time), located at https://www.discoveryeducation.com/who-we-are/privacy/; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
- ALTERNATIVE DISPUTE RESOLUTION/GOVERNING LAW: Except where prohibited, each 15. Student, the Student's Parent(s), and any prize recipients (collectively, "Participants") agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, or the determination of winners, shall be resolved individually, without resort to any form of class action;(b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and in no event will a Participant be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will a Participant be permitted to obtain awards for and each Participant 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; and (d) each Participant's remedies are limited to a claim for money damages (if any) and each Participant irrevocably waives any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of Participants, or the rights and obligations of the Releasees in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

Any controversy or claim arising out of or relating to these Official Rules shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the AAA arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitrator shall be neutral and shall be an attorney with at least fifteen (15) years' experience or a former judge. The place of arbitration shall be Montgomery County, Maryland. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Neither a party nor arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Participants and Content Entities.

16. CONTEST RESULTS: To find out who won, send a self-addressed stamped envelope to: Ignite Innovation Student Challenge Winners, PO Box 750, Southbury, CT 06488-0750. Requests must be received by June 30, 2020.

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