

**INNOVATION GENERATION CONTEST  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE A SCHOOL'S CHANCES OF WINNING.**

**ENTRY IS OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("U.S."), AGED 18 YEARS OR OLDER. SEE ADDITIONAL ELIGIBILITY INFORMATION BELOW.**

**1. ELIGIBILITY:** Entry in the Innovation Generation Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia (the "Eligibility Area") who are 18 years of age or older at the date of participation. Employees, officers and directors of Discovery Education, Inc., ("Sponsor"), its promotional partner Stanley Black & Decker, Inc., Promotion Mechanics, Inc. ("Administrator"), their parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, promotional suppliers (collectively, "Contest Entities") and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. Sponsor's determinations of eligibility are final and may be made at any time. All applicable federal, state, and local laws apply. Void outside the Eligibility Area and where prohibited or restricted by law.

**2. ENTRY PERIOD/PROGRAM DESCRIPTION:** The Contest begins at 10:00 AM Eastern Time ("ET") on October 1, 2018 and ends at 5:00 PM ET on March 5, 2019 (the "Entry Period"). Eligible entrants may enter on behalf of the eligible school they want to win one of the Grand Prizes as described in Section 4 below. 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 through Grade 10**; [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 or registered as a public school with the National Center for Educational Statistics); and [d] **is NOT involved (at the time of the judging, winner verification, and/or prize award) in formal negotiations with Sponsor for new/additional Discovery Education services.** Note that home schools are not eligible to win a prize in this Contest. The eligible schools which receive the greatest number of entries during the Entry Period (weighted in direct proportion to the applicable school's total student population) will be awarded the Grand Prizes as further described in Section 4. Note that one of the Grand Prizes is only offered to eligible schools which qualify for the Title I Schoolwide Program.\*

**3. TO ENTER:** To enter, first visit the Contest entry page at [www.Innovation-Gen.com](http://www.Innovation-Gen.com) (the "Website") and search for the eligible school you would like to win one of the Grand Prizes, by entering the school's zip code or city and state in the space provided, and choosing the school from among those listed. If your school's name is not listed, you may manually insert an eligible school's name and address in the space provided. Then, follow the Website's instructions to provide all other requested entry information (including but not limited to your name, email address, and telephone number), and complete your submission. On subsequent visits to the Website, you will only have to enter your email address to access the Contest entry page and submit an additional entry for the school you named in your initial entry (subject to all applicable entry limits). All entries must be received by Sponsor's server no later than 5:00 PM ET on March 5, 2019. Limit one (1) entry per person/email address, per day.

After you have completed this entry process, you will be presented with the opportunity to earn bonus entries for the school you named in your initial entry, by referring others to the Contest via the unique referral link ("personal referral link") that will appear on your computer screen. The school you named in your initial entry will receive one bonus entry the first time each eligible person you referred uses your personal referral link to enter the Contest, no later than 5:00 PM ET on March 5, 2019. If you choose to share your personal referral link via a social media post, your post must comply with the terms of service of the applicable social media platform, and you must include the hashtag #InnovationGenerationContest in your post. You should only share your personal referral link with people who are personally known to you. There is no limit on the number of times a personal referral link may be used in accordance with these Official Rules.

By participating, participants warrant and represent that they agree to be bound by these Official Rules and the final decisions of Sponsor and Administrator. Entry information becomes the property of Sponsor and will not be acknowledged or returned. By participating, each participant warrants and represents that all information provided in conjunction with his/her participation is truthful, current and accurate. Entries will be disqualified if they are late, incomplete and/or in excess of the stated entry limits. Any attempt by a person to use multiple

accounts/identities or robotic, repetitive, programmed or similar methods to submit more entries than permitted by these Official Rules shall result in disqualification at the discretion of the Sponsor. Multiple entrants are not permitted to share the same email address. Sponsor is under no obligation to correspond about entries, nor is Sponsor required to acknowledge its receipt of entries. Proof of submission of entry does not constitute proof of receipt of entry by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify the entries of any participant or disqualify the school receiving entries from such participant, if such participant is found to be tampering with the entry process or the operation of the Contest or the Contest site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, all as solely determined by Sponsor. Normal Internet access and usage charges imposed by your online service will apply. If you participate from your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

**4. WINNING SCHOOL DETERMINATION/ GRAND PRIZE DESCRIPTION:** Each eligible school's number of weighted entries ("Weighted Entries") will be determined by dividing the total number of eligible entries the school receives by the total number of students who attend the school, all as determined by Sponsor and Administrator in their sole and absolute discretion. The eligible school which qualifies for the Title I Schoolwide Program and receives the highest number of Weighted Entries will receive one (1) Grand Prize, pending verification of eligibility and compliance with these Official Rules. After this school has been determined, the remaining eligible school (irrespective of Title I Status) which receives the highest number of Weighted Entries will receive one (1) Grand Prize, pending verification of eligibility and compliance with these Official Rules. Entries will be counted and the winning schools determined on or by March 19, 2019. In the event of a tie in the determination of winners, the Sponsor will rank the applicable tied Schools in descending alphabetical order by school name, such that the school name beginning with 'z' would rank higher on the list of potential winners than the school name beginning with 'v.' Note that Sponsor reserves the right to post a leaderboard on the Website which may display the relative position of the top schools during the Entry Period; however, the final results of the Contest may differ from the information displayed on such leaderboard at any particular time during the Entry Period. Sponsor is not obligated to notify any participant that his or her school has been selected as a potential winning school. The Grand Prizes will be awarded to the applicable winning schools; participants will not receive a prize.

**Two (2) Grand Prizes will be made available**, each consisting of a grand total of \$25,000 in merchandise, services, and/or grant funds (collectively, the "Prize Elements"; all to be selected and determined by Sponsor in its sole discretion) to be used by the winning school to create and equip a Makerspace at the school. Sponsor reserves the right to require each winning school to provide a description and/or budget for its proposed use of any Prize Elements, which will be subject to Sponsor's reasonable approval prior to the award of the Prize Elements. If the required description and/or budget does meet with Sponsor's approval, the school will be allowed up to two (2) revisions within a timeframe to be provided by Sponsor along with any request for revision. If after two (2) revisions, the description and/or budget do not meet with Sponsor's approval, Sponsor reserves the right to disqualify the applicable School and award the prize to the applicable school with the next highest number of Weighted Entries (pending verification of eligibility and continued compliance with these Official Rules and Sponsor's instructions). Grant funds (if any) will be awarded in the form of a check made payable to the winning school. In the case of a dispute over which school is associated with a particular entry, Sponsor reserves the right to designate a school in its sole discretion. Among other conditions detailed in these rules, the granting of any prize will be subject to all applicable laws, rules and regulations and the approval of any applicable school and/or governmental agency, as well as the acceptance by the applicable school and/or governmental agency of Sponsor's requirements and conditions in connection with the award and execution of the prize. See Section 5 below for winner notification details and additional prize restrictions.

**5. WINNER NOTIFICATION/TAXES/ADDITIONAL PRIZE RESTRICTIONS:** The potential winning schools will be notified by email, phone, postal mail and/or express mail at Sponsor's sole discretion on or before March 30, 2019. With respect to notification by telephone, such notification will be deemed given when a representative of a potential winning school engages in a live conversation with Sponsor or Administrator, or when a message is left on the potential winning school's voice-mail service or answering machine by Sponsor or Administrator, whichever occurs first. The potential winning schools will be required to complete an affidavit of eligibility, liability and (where legal) publicity release, and provide any additional information that may be required by Sponsor, within the time period specified in the notification document. Any school which may potentially receive a prize via the Contest may also be required to provide evidence of its Sponsor-approved tax exempt status (or status as being registered as a public school with the National Center for Educational Statistics) within the time period specified in the notification document. Any school which may potentially receive a prize via the Contest will also be required to provide a properly completed IRS W-9 form within the time period specified in the notification document. Any potential prize recipient may be disqualified in Sponsor's sole discretion if: (a) the applicable

prize recipient fails to provide any required information or properly completed documents within the required time period; (b) the applicable prize recipient fails to comply with any of the terms of these Official Rules; or (c) if any prize or notification is returned as undeliverable, any voice-mail or message left is not timely returned, or any forms sent to potential prize recipient are not timely returned as instructed. In the event of disqualification or prize forfeiture, at Sponsor's sole discretion the applicable prize may be awarded to an alternate winner selected using the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. No responsibility is assumed by Sponsor for any incorrect or missing postal address, email address or phone number associated with an entry, or any change of address, email or phone number of a participant after submission. Prize recipients are solely responsible for reporting and paying any and all applicable federal, state, and local taxes (if any), and any additional fees or expenses associated with their prize. Any prize details and restrictions not specified will be determined by Sponsor in its sole discretion. Prizes may differ from any prizes shown in promotional materials. No prize transfer. No cash redemption of non-cash prizes. No prize substitution, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor, in which case a prize of comparable or greater value will be awarded (except as otherwise disclaimed herein). All prizes are awarded "as is" with no warranties, representations or guarantees, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsor's sole discretion.

**6. GENERAL:** By participating in any aspect of the Contest, all participants agree: [a] to these Official Rules and decisions of Sponsor and Administrator, which shall be final in all respects relating to this Contest; and [b] to release, discharge and hold harmless Discovery Education, Inc., Stanley Black & Decker, Inc., Promotion Mechanics, Inc., Discovery, Inc., their parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, and promotional suppliers, together with the respective parents, subsidiaries, affiliates, officers, directors, employees, representatives, agents, designees, shareholders, suppliers, distributors, advertising/promotion agencies, prize suppliers, licensees, licensors, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a prize (or any part of a prize) including, without limitation, personal injury, death and property damage, or while traveling to, preparing for or participating in any prize-related activity, or otherwise resulting from the Contest or any prize (or any part). Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Contest or relating to the delivery and/or subsequent use of the prizes (or any part) awarded. Released Parties are not responsible for and shall not be liable for: [a] any telecast, cable or telephone malfunctions, human error, typographical error including in the printing, advertisement or reproduction of these Official Rules or in any advertisement related to this Contest whether in print or online or in the administration of this Contest, announcement of a Grand Prize or winning school, satellite transmission failures, or delayed telecasts; [b] 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; [c] failed, incomplete, garbled or delayed computer transmissions; [d] late, lost, misdirected or incomplete entry forms or postage-due mail; [e] changes to social media platform policies and procedures that may interfere with the operation of the Contest; or [f] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted. If, for any reason whatsoever, this Contest, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend this Contest and limit entries to the eligible, non-suspect entries submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. 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 A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST 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, CONTEST ENTITIES AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**7. PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules, Sponsor's Privacy Policy (as may be amended from time to time, currently located at <https://www.discoveryeducation.com/who-we-are/privacy/>) provided, that in the event of any conflict between these Official Rules and any this Privacy Policy, the terms and conditions of these Official Rules shall prevail.

**8. GOVERNING LAW:** Except where prohibited, 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 the winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland; (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 participants be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will participants be permitted to obtain awards for and participants hereby waive 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) participants' remedies are limited to a claim for money damages (if any) and participants irrevocably waive 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 Released Parties 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.

**9. PUBLICITY RELEASE:** Acceptance of a prize in this Contest constitutes each winning school's grant and license to Sponsor, Stanley Black & Decker, Inc., and/or their designee(s) to use the winning school's name, photograph, image (still or video), statements, testimonial, personal exposition (and/or any edited portion thereof), address (city/state) and prize information (collectively, "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and each winning school agrees to release, indemnify and hold harmless Released Parties and/or their designee(s) from all claims arising out of the use of such Attributes.

**10. WINNER LIST:** For the names of the winning schools, mail a self-addressed, stamped envelope to be received by June 5, 2019, to: Innovation Generation Contest Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.

Sponsor: Discovery Education, Inc., One Discovery Place, Silver Spring, MD 20910.  
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Contest is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Contest.

\*Title I Schoolwide Program schools are schools with percentages of low income students of at least 40 percent as defined by the US Department of Education. Title I is designed to help students served by the program to achieve proficiency on challenging State academic achievement standards. Title I schools with percentages of low income students of at least 40 percent may use Title I funds, along with other Federal, State, and local funds, to operate a "schoolwide program" to upgrade the instructional program for the whole school. Title I schools with less than 40 percent low income students or that choose not to operate a schoolwide program offer a "targeted assistance program" in which the school identifies students who are failing, or most at risk of failing, to meet the State's challenging academic achievement standards. Targeted assistance schools design, in consultation with parents, staff, and district staff, an instructional program to meet the needs of those students. Both schoolwide and targeted assistance programs must use instructional strategies based on scientifically based research and implement parental involvement activities.