

**MAKING FOR GOOD CHALLENGE 2021  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.**

**BEFORE YOU MAY ENTER, YOUR PARENT/LEGAL GUARDIAN MUST CONSENT TO YOUR PARTICIPATION IN THE CONTEST, AS DESCRIBED BELOW.**

**1. ELIGIBILITY:** The Making for Good Challenge 2021 (“Contest”) is open to legal residents of the 50 United States and the District of Columbia (the “Eligibility Area”) who are at least thirteen (13) years of age and are students enrolled in 9th through 12th grade at a public, private, parochial, or home school located within the Eligibility Area, at the time of entry and when prizes are awarded (each such eligible participant, a “Student”). Employees, officers and directors of Discovery Education, Inc. (“Sponsor”), its promotional partner Stanley Black & Decker, Inc. (“Stanley”), Promotion Mechanics, Inc. (“Administrator”), 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 or restricted by law.

**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, Administrator, 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 potential winner and has not yet reached the age of majority in his/her jurisdiction of residence (a “Minor”). 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:** Each eligible 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”). See Section 4 for Contest timing. For Students to officially enter the Contest, the Students must be registered as described in Section 5. Complete entry requirements and instructions are available at [www.Innovation-Gen.com](http://www.Innovation-Gen.com) (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 9. Prizes are described in Section 10 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 September 15, 2020 and ends at 8:00 PM ET on January 28, 2021.
- Judging: On or before March 1, 2021, 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 the Spring of 2021.

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

**5. TO REGISTER:** First, each Student must obtain permission from his/her Parent to participate in the Contest. Next, Students participating as a Team must name one Student as the “Student Team Leader” for the Team. Then, during the Submission Period, the Parent of the Student (if participating as

an individual) or the Parent of the Student Team Leader (if participating as a Team) must register the Student/Team for the Contest by visiting the Website [www.Innovation-Gen.com](http://www.Innovation-Gen.com) and following the on-screen directions to complete the Parental Consent Form and register the Student/Team. Only one registration form should be completed per entry. Information requested on the registration form may include (but may not be limited to) the Parent's full name, email address, desired username, and Student/Student Team Leader's full name. Upon successful completion of the registration form, the Parent will receive an email containing a login link, which the Parent must follow to set a password for the Student or Student Team Leader's account. Then, the Parent must provide the username and password to the Student or Student Team Leader.

Once the Parent has completed this registration process, the Student/Student Team Leader may use his/her username and password in order to submit the Student's or Team's video link and complete the entry process as described in Sections 7 and 8, no later than 8:00 PM ET on January 28, 2021. By providing a mobile phone number as part of his/her entry information, a Student and his/her parent(s)/legal guardian(s) agree that Sponsor and/or Administrator may contact the Student via call or text message to that mobile phone number in the event that the Student is selected as a potential winner, that standard message & data rates may apply to such communications, and that the Student may text the word STOP in response to such a text message if they do not wish to receive any further such text messages.

**6. THE CHALLENGE:** Students/Teams will create an original unique product design blueprint that solves a need in one of following two entry topic areas:

1. **Societal Needs** (such as: healthcare, safety, transportation, disaster resilience, infrastructure, security [i.e. cameras and monitoring], employment, automation of routine tasks, elderly care, childcare, education, nutrition, physical health); or

2. **Environmental Needs** (such as: coastal shoreline restoration, green infrastructure, carbon footprint reduction, clean air and water, drinking water access, recycling, sustainable power sources, sustainable transportation, up-cycling, improved materials and energy efficiency, smart cities).

Students/Teams will then create an original entry video of 60 to 90 seconds in length (based on the Student/Team's own original idea) which should:

- a. explain the problem and need they are addressing;
- b. explain the solution they developed;
- c. explain how they used the engineering design process (Ask, Imagine, Plan, Create, Test, Improve) **and showcase each step they completed**; and
- d. explain how they plan to execute any unfinished steps in the future (i.e. physical or digital prototype development and testing).

**Only the Student/Student Team members may appear in an entry video. The likeness of any other person is prohibited in an entry video. For Team submissions, each Student Team member must appear in the video, and each must give a portion of the presentation within the video.** Teams must work independently on the development of their entry and must record their entry video with minimal help or direction from others. Students can find additional inspiration online at [www.Innovation-Gen.com](http://www.Innovation-Gen.com).

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

**7. ADDITIONAL ENTRY REQUIREMENTS AND RESTRICTIONS:**

Entry videos must be longer than 60 seconds, but not longer than 90 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(s) 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/Team or by someone who has given the Student/Team written permission to use the music/sound effect; [b] the music composition is in the public domain and was performed by the Student/Team or by someone who has given the Student/Team written permission to use the performance; or [c] the music/sound effect was acquired/licensed by the Student/Team from a royalty-free source **which does not require credits or other attribution to appear in connection with the entry video**. Students/Teams and their Parent(s) must be certain that any music or sound effect conforms to all applicable requirements.

It is further recommended that the statement "This is my/our Making for Good Challenge entry video" be made at the beginning of each entry video.

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/Team, 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/Team and the Student's/Team'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 Education or STANLEY (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 Education or STANLEY 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 (in their sole discretion) 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/Team and/or his/her/their Parent(s) have 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, each Student/Team and his/her/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/Team and/or Parent(s) will not be entitled to any compensation because of use by the Contest Entities of any materials similar to those in a Student's/Team'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/Team 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/Team and the Sponsor or STANLEY. In no way is any Student/Team to be construed as the agent or to be acting as the agent of the Sponsor or STANLEY. The Contest Entities (including Sponsor and STANLEY) are not responsible for unauthorized third-party use of any entry.

**8. ENTRY VIDEO UPLOAD AND ENTRY SUBMISSION:** In preparation for submission of an entry video, the Student/Student Team Leader must first create a registered user account at [www.youtube.com](http://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/Student Team Leader must access his/her/their YouTube account, upload the entry video, title the video "Making for Good Challenge – [Your title]", set the video's privacy settings to "Public" or "Unlisted", and note the unique URL that YouTube has given the video. Note that simply uploading an entry video to YouTube does not constitute entry into the Contest.

To submit an entry into the Contest, the Student/Student Team Leader must next visit [www.Innovation-Gen.com](http://www.Innovation-Gen.com) during the Submission Period and log in by using his/her username and password to access the entry form. At the entry form, the Student/Student Team Leader will be prompted to provide the unique YouTube URL for the entry video and provide any additional requested entry information (including requested information about his/her/their teammates, if participating as a Team), 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. Information requested on the entry form may include (for each participating Student): full name, home address, home phone number, additional phone number (optional), email address, date of birth, gender (optional), race/ethnicity (optional) and school grade.

Once the entry form is completed, the Student/Student Team Leader 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 January 28, 2021**. If a Student/Student Team Leader wishes to save the work prior to submitting the entry, the Student/Student Team Leader may click the "Save for Later" button at the bottom of the entry form, then return prior to 8:00 PM ET on January 28, 2021 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 video 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 January 28, 2021, the entry will not be included in the Contest judging.

In order for an entry video to be considered for judging, the Student/Student Team Leader must maintain his/her 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 April 30, 2021 (unless asked by Sponsor to remove the video from YouTube prior to this date). Students/Student Team

Leaders agree that, upon request by the Sponsor, they 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.

**There is a limit of one (1) entry per Student/Team. Entries received in excess of this limit will be void. A Student may only participate in the Contest as an Individual, or as part of one (1) Team.**

**9. DETERMINATION OF WINNERS:** All entries will first be screened to ensure they meet the entry criteria. A panel of qualified judges from Discovery Education, STANLEY and their partner organizations will then score qualifying entries using the following judging criteria:

- Creativity – 30% of score
- Engineering Design Knowledge – 30% of score
- Effective Communication – 20% of score
- Overall Presentation – 20% of score

The highest scoring entry will be deemed the potential Grand Prize-winning entry, the second-highest scoring entry will be deemed the potential Second Prize-winning entry, and the third-highest scoring entry will be deemed the potential Third Prize-winning entry.

In the event of any ties, the “Creativity” score will be used as a first tiebreaker. In the event any tie remains after applying this first tiebreaker, the “Engineering Design Knowledge” 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.

Former Making For Good Challenge Grand Prize winners (and their Team members, if applicable) are not eligible to win a Grand Prize in this Contest, but are eligible to win a Second Prize or Third Prize.

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

One (1) Grand Prize: a \$15,000 prize to be awarded in the form of a check made payable to the winner (or if won by a Team, to be divided equally between Team members and awarded in the form of checks made payable to the winning Team members), and a STANLEY prize pack consisting of a tool box and hand tools selected by STANLEY with a total approximate retail value (“ARV”) of \$97 for each Student associated with the applicable entry. The total ARV of the Grand Prize ARV is \$15,097 - \$15,388, depending on the number of prize packs awarded.

One (1) Second Prize: a \$10,000 prize to be awarded in the form of a check made payable to the winner (or if won by a Team, to be divided equally between Team members and awarded in the form of checks made payable to the winning Team members), and a STANLEY prize pack consisting of a tool box and hand tools selected by STANLEY with a total ARV of \$97 for each Student associated with the applicable entry. The total Second Prize ARV is \$10,097 - \$10,388, depending on the number of prize packs awarded.

One (1) Third Prize: a \$5,000 prize to be awarded in the form of a check made payable to the winner (or if won by a Team, to be divided equally between Team members and awarded in the form of checks made payable to the winning Team members), and a STANLEY prize pack consisting of a tool box and hand tools selected by STANLEY with a total ARV of \$97 for each Student associated with the applicable entry. The total Third Prize ARV is \$5,097 - \$5,388, depending on the number of prize packs awarded.

**11. WINNER NOTIFICATION AND ADDITIONAL PRIZE RESTRICTIONS:** The potential winners will be notified by email, telephone, and/or text message (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, and (where legal) a publicity release. Each potential winner (and if a Minor, the Minor’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 Contest entrants as “Finalists” who will be required (along with their Parents, if the Student is a Minor) 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. Each recipient of prize(s) valued at \$600 or more will receive an IRS Form 1099 reflecting the final actual value of the prize(s), if applicable. 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 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 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/Teams 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, disease, 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.

**12. RESTRICTIONS, RIGHTS AND RELEASE:** By participating in any aspect of the Contest, each Student and the Student’s Parent(s) agree to release, discharge and hold harmless Contest Entities (including Discovery Education, Inc. and Stanley Black & Decker, Inc.), 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 (or any part 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 Stanley: (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 Sponsor and Stanley to use a participating Student's 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 Stanley's 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 (or portion thereof) 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 (or portion thereof) to address the impairment and then resume the Contest (or portion thereof) in a manner that best conforms to the spirit of these Official Rules; (2) award the prize(s) via the means of winner determination described herein, 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. Releasees make no representations or warranties of any kind, express or implied, as to the operation of the Website 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.**

**13. 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 <http://www.discoveryeducation.com/cep/privacypolicy.cfm>; 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.

**14. DISPUTES/GOVERNING LAW:** Except where prohibited, each Student and the Student's Parent(s) (collectively, "Participants" and each individually, a "Participant") 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, 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 a Participant be permitted to recover 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 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.

**15. SEVERABILITY:** If a term or provision of these Official Rules or any collateral terms and conditions associated with and forming the basis of the Contest, or the application hereof to any persons or circumstances, shall to any extent or for any reason be invalid or unenforceable, the remainder of these Official Rules or any collateral terms and conditions associated with and forming the basis of the Contest and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision shall be valid and enforced to the fullest extent permitted by law.

**16. CONTEST RESULTS:** To find out who won, send a self-addressed stamped envelope to: Making for Good Challenge 2021 Winners, PO Box 750, Southbury, CT 06488-0750. Requests must be received by April 30, 2021.

Sponsor: Discovery Education, Inc., 4350 Congress Street, Suite 700, Charlotte, NC 28209.  
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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