

**TD365 VIDEO CHALLENGE
OFFICIAL RULES**

VOID WHERE PROHIBITED. NO PURCHASE NECESSARY.

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

1. ELIGIBILITY: The TD365 Video Challenge (“Contest”) is open to legal U.S. residents who are at least thirteen (13) years of age and are students enrolled in 9th through 12th grade at a public, private or parochial school located in one of the fifty United States or the District of Columbia, at the time of entry and when prizes are awarded. Employees, officers and directors of Discovery Communications, LLC (“Sponsor”), its promotional partner Toyota Motor Sales, U.S.A., Inc. (“TMS”), Toyota Motor North America, Inc. (“Toyota”), Promotion Mechanics, Inc. (“Administrator”), their parents, subsidiaries, affiliates, advertising agencies, promotional suppliers, and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (collectively, “Contest Entities”) are not eligible. Void where prohibited.

2. CONTEST TIMING:

- Entry “Submission Period”: The Entry Submission Period begins at 5:00 PM Eastern Time (“ET”) on October 28, 2014 and ends at 8:00 PM ET on March 16, 2015.
- Judging: On or before April 1, 2015, all eligible entries will be judged by the Sponsor’s designated judges in accordance with the Judging Criteria set forth in Section 7 below, to determine ten (10) Finalists.
- “Public Voting Period”: Beginning on or about 5:00 PM ET on April 16, 2015 and through 5:00 PM ET on April 30, 2015, the general public (age 13 and older) will have the opportunity to vote for the entry that they feel has the best idea for making teens safer drivers. This entry will be named the “People’s Choice” Winner.
- Winner Announcement: The winners will be announced on or about May 15, 2015.

3. BRIEF CONTEST DESCRIPTION: Eligible students, either working alone or in a group of two to four students (“Participant(s)”), have the opportunity to create an original video in accordance with the Video Challenge outlined in Section 5. For Participant(s) to officially enter the Contest, the Participant(s) must be registered as described in Section 4 and the Participant(s)’ video must be uploaded between 5:00 PM ET on October 28, 2014 and 8:00 PM ET on March 16, 2015. Eligible students may not be in more than one group. Limit one (1) entry per Participant(s). Entries will be judged according to the process and criteria set forth in Section 7. The ten (10) Participant(s) with the highest overall scores will be deemed Finalists and will compete for the prizes described in Section 8 below.

4. TO REGISTER: During the Submission Period, Participant(s) and their parent(s)/legal guardian(s) may register for the Contest by going to teendrive365inschool.com (the “Website”) and following the on-screen directions. Information requested on the Registration Form will include each Participant’s full name, home phone number, email address, date of birth, school grade, school name and address, and parent/legal guardian’s name and email address. The parent/legal guardian of each of the Participants must indicate his/her consent to his/her child’s participation in the Contest. Once the Participant(s) and their parent/guardians submit the registration information, the Participant(s) will be prompted to set up a username and password. Username and password confirmation will be sent to both the Participant(s) and their parent(s)/legal guardian(s) at the emails provided on the Registration Form. Once the registration process is complete, the Participant(s) may use their username and password in

order to submit the Participant(s)' video as described in Section 6. The video must be submitted no later than 8:00 PM ET on March 16, 2015.

5. VIDEO CHALLENGE: Create an original video between 60 and 90 seconds in length, which demonstrates the importance of safer teen driving (the "Entry Video"). All entrants are required to include, as the last slide of the video, the TD365 Video Challenge call to action slide asset that may be downloaded at http://TeenDrive365InSchool.com/sites/toyotateendrivers.com/files/video_challenge/Toyota%20Teen%20Driver%20End%20Screen.pdf

Any Entry Video that does not include this slide at the end of the video may be subject to disqualification, in the Sponsor's sole discretion.

Do not include any branded products, trademarks or logos in the Entry Video, other than trademarks or logos owned by Discovery or Toyota (the "Provided Elements"). Entries which contain a trademark or logo or promote any brand or product other than those belonging to Discovery or Toyota may be disqualified at the Sponsor's sole discretion; however, the Sponsor may choose not to disqualify an Entry which includes a trademark or logo if the Sponsor determines in its sole discretion that the inclusion of such trademark or logo is incidental. Entrant may be asked to sign an affidavit stating that Entrant was not paid a fee, either monetary or in-kind, to promote an included trademark, logo or branded product.

Participant(s) must work independently on the development of their video concept and must record their Entry Video with minimal help or direction from others. Entry Videos do not have to include any people, but if your Entry Video does include any people, you must obtain written permission from each person (and if a minor, his/her parent/legal guardian) whose name, image, likeness and/or voice ("Likeness") is included in the Entry Video. You further represent and warrant that such person(s) have granted you all necessary rights to use their likeness, and that you will make written copies of such permissions available to the Sponsor upon request.

Apart from the Provided Elements, Participant(s) must have the exclusive rights over all aspects of the Entry Video, including any ideas, language, content, images, text, graphics and/or other materials used in the Entry Video. Entry Videos may not contain any music unless created by you or by someone who has given you written permission to use his/her music. Participant(s) must be certain that the person giving permission to use his/her music owns the rights to that music.

The Entry Video must be at least 60 seconds long but not longer than 90 seconds long, and must be submitted in English.

The Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in the Sponsor's reasonable opinion: [a] is deemed to be immoral, obscene, profane, defamatory or not in keeping with the Sponsor's image; [b] describes dangerous conduct, stunts or tricks that could lead to physical injury or property damage; [c] endangers the safety or well-being of any person; [d] violates or infringes (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased; [e] defames or invades the privacy or publicity rights of any person, living or deceased; or [f] is in violation of these Official Rules.

Participation in the Contest constitutes the Participant(s)' and their parent(s)/legal guardian(s)' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Judges. By entering the Contest, the Participant(s) and their parent(s)/legal guardian(s) warrant that the Participant(s)' Entry Video is an original creation of the Participant(s); has not been previously published (apart from posting on YouTube in accordance with these Official Rules) or won any award; and that the Participant(s) and their parent(s)/legal guardian(s) are aware of no conflicting rights in the

submission or claims to the submission, including but not limited to copyright or other intellectual property right.

Participant(s) and their parent(s)/legal guardian(s) agree that, upon request by the Sponsor, Participant(s) and their parent(s)/legal guardian(s) will sign a copyright assignment, provide a digital copy of the Entry Video in native format, and remove the Entry Video from YouTube as directed by the Sponsor. By submitting an Entry Video, Participant(s) and their parent(s)/legal guardian(s) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Contest Entities or any other person or entity, on the grounds that any use of the Entry Video or any derivative works, infringes any of their rights, including, without limitation, copyrights and moral rights. Participant(s) and their parent(s)/legal guardian(s) further acknowledge that unless his/her Entry Video is chosen as a Contest Finalist, the Sponsor is in no way obligated to broadcast, publish or use the Entry Video in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor.

Finalists and their parent(s)/legal guardian(s) may be required to obtain written permission and/or provide releases, as solely determined by the Sponsor to post the Entry Video and/or to otherwise use the Entry Video in accordance with the requirements of this Contest, and the advertising, promotion, and publicity of this Contest, and Official Rules. The form of any such permission or release will be as solely determined by, or acceptable to the Sponsor. Failure by the Sponsor to request such permission(s) and/or release(s) is not a waiver of the Sponsor's right to require the same, and Participant(s) (and their parent(s)/legal guardian(s)) acknowledge that failure to comply with any such request may cause disqualification. Other than for Finalist/winner notification and verification, neither the Sponsor, nor anyone acting on its behalf, will enter into any unsolicited communication with any entrant regarding this Contest, nor will entries be acknowledged or returned.

6. VIDEO SUBMISSION: To upload your Entry Video, you 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. Entry Video file size limitation and file format must adhere to YouTube specifications.

Next, access your YouTube account, upload your Entry Video, and note the unique URL that YouTube has given your video. Then visit the Website, login by using your username and password, provide the unique YouTube URL for your Entry Video as directed, and submit your Entry Video so that it is received by 8:00 PM ET on March 16, 2015.

In order for an Entry Video to be considered for judging, Participant(s) must maintain their YouTube account in good standing and must continue to host the video through May 15, 2015 at the same URL disclosed in the Contest entry.

7. DETERMINATION OF WINNERS: All Entry Videos will first be screened to ensure they meet the entry criteria. A panel of judges from Discovery Education, Toyota, educators and community leaders will then score all qualifying Entry Videos. Entries will be scored using the following Judging Criteria:

Creativity (50% of score)
Content (30% of score)
Presentation (20% of score)

The highest scoring entry will be deemed the potential First Place winning entry. The second-highest scoring entry will be deemed the potential Second Place winning entry. The third-highest scoring

entry will be deemed the potential Third Place winning entry. The ten (10) highest scoring entries will each be deemed a potential Finalist entry, and will have the opportunity to proceed to the Public Voting Round (where the “People’s Choice” winning entry will be determined). Winning a prize is contingent upon verification of eligibility and continued compliance with these Official Rules and the Sponsor’s instructions. In the event of any ties, the Content score will be used as a tiebreaker. The decisions of the Sponsor and Judges are final and binding in all matters. For the avoidance of doubt: [a] the Judges’ scores do not affect which of the Finalists is deemed the “People’s Choice” winning entry (except in a case of a tie, as described below); [b] the results of the Public Voting Period do not affect the determination of the First Place, Second Place, and Third Place winning entries; and [c] the identities of the First Place, Second Place, and Third Place winners will not be disclosed (and such potential winners will not be notified for those prizes) until after the Public Voting Period has ended.

PUBLIC VOTING PERIOD: In the Public Voting Period, members of the public who are thirteen (13) years of age or older (the “Voters”) are invited to go to the Website to vote on the Finalists’ Entry Videos posted at the Website. Voters will be asked to select the Entry Video that in their opinion best demonstrates the importance of safer teen driving. The Finalist whose Entry Video receives the highest number of eligible votes will be declared the Contest’s (potential) “People’s Choice” Prize Winner. In the event of a tie in the Public Voting Period, the Sponsor will break the tie using the Judging Criteria, in its sole discretion. **Limit one vote per person/email address per day of the Public Voting Period.** Only votes submitted via the Website in accordance with these Official Rules during the Public Voting Period will be considered. Voters using multiple email addresses will be immediately disqualified and forbidden from future voting. Voting using assistance of any kind including mechanical, form filling or other software or robotic or automated assistance with regard to all or any part of the voting process is not allowed, and these votes will be disqualified. Any individual who, at the sole determination of the Sponsor, abuses the voting process in any way will be disqualified from participating in the Contest.

Notwithstanding any other provision of these Rules, if at any time during the Submission Period, the Judging or the Public Voting Period or at any time thereafter, the Sponsor determines that not enough or no eligible entrants exist from which to determine Finalists or any one or more of the prize winners, then the Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that the Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these rules.

8. PRIZES:

One (1) First Place Prize: \$15,000 cash, awarded as a check made payable to the winner and an opportunity to work with a Discovery Film crew to create a 30-second public service announcement (“PSA”) about safe driving. There is no approximate retail value ascribed to the PSA portion of the First Place Prize.

By claiming the First Place Prize, the First Place winner (along with any other person associated with the production of the First Place winning video) grants the Sponsor the results and proceeds of the PSA hereunder (the “Materials”) with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the world, to use and re-use all or any part of the Materials for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others to do so. Neither winner nor other party now or hereafter having an interest in the PSA shall have any right or action against the Sponsor or any other party arising out of any use of said Materials. In the event that any First Place winning Participant is not available to work on the PSA at the time and location determined by the Sponsor in its sole discretion,

the Sponsor reserves the right to either: [a] disqualify the applicable Participant; or [b] proceed with work on the PSA without such Participant.

One (1) Second Place Prize: \$10,000 cash awarded as a check made payable to the winner, and a trip for the winner and one (1) chaperone to Los Angeles, CA, to attend a taping of a *Velocity* network show. See Section 9 below for additional trip details and restrictions. Approximate Retail Value (“ARV”) of trip prize is \$2,400. Total ARV of the Second Place Prize is \$12,400.

One (1) Third Place Prize: \$7,500 cash, awarded as a check made payable to the winner.

One (1) “People’s Choice” Prize: \$5,000 cash awarded as a check made payable to the winner, and a trip for the winner and one (1) chaperone to Los Angeles, CA, to attend a taping of a *Velocity* network show.. See Section 9 below for additional trip details and restrictions. Approximate Retail Value (“ARV”) of trip prize is \$2,400. Total ARV of the People’s Choice Prize is \$7,400.

For the avoidance of doubt, the possibility exists that the First Place, Second Place, or Third Place winner may also be deemed the “People’s Choice” winner. Should this occur, the applicable winner will receive both prizes; except that if the same winner wins both the Second Place Prize and the “People’s Choice” prize, he/she will not receive two *Velocity* trip prizes, but will receive a \$2,400 cash alternative prize (to be awarded in the form of a check made payable to the winner) in lieu of the second *Velocity* trip prize. This cash alternative prize is not available under any other circumstances.

In the event that a winning entry is submitted by a group of 2-4 students: [a] the value of any associated cash prize will be divided equally among the applicable group members; and [b] for any associated trip prize, the Sponsor will determine in its sole discretion whether more than one participant and/or chaperone can be accommodated on the trip, and if the entire group cannot be accommodated, which group member(s) and chaperone (s) will be able to participate.

9. VELOCITY TRIP PRIZE DETAILS: The *Velocity* trip prize consists of round coach air travel for winner and one (1) chaperone from a major commercial airport near winner's residence (as determined by the Sponsor); one (1) double-occupancy hotel room for 2 days/1 night; attendance at the *Velocity* network show taping; and \$400 spending money. Actual value will be determined by winner's residence and seasonal rates. All other expenses not specifically mentioned are the sole responsibility of winner and his/her parent(s)/legal guardian(s). Travel and accommodations are subject to availability and certain restrictions. Air carriers, hotels and other transportation selected by the Sponsor. Black-out dates may apply. The parent/legal guardian of winner is responsible for any travel insurance. Trip must be taken at a time to be determined by the Sponsor and dependent upon the *Velocity* production schedule or trip portion of the prize will be forfeited in its entirety. If any element of the trip is cancelled, postponed, or otherwise unavailable, as determined by the Sponsor in its sole discretion, the remaining portion of the applicable prize will be awarded as complete and final compensation, and no substitute compensation will be offered. If winner resides within a 100-mile radius of Los Angeles, ground transportation may be provided for winner and guest in lieu of air transportation and no compensation or substitution will be provided for difference in prize value.

The Sponsor reserves the right in its sole discretion to choose the winning Participant(s)’ parent(s)/legal guardian(s) and/or another individual to act as a chaperone for the Participant(s) on the prize trip. Chaperone will be required to complete an affidavit of eligibility, liability and (where legal) publicity release prior to issuance of travel documents and within the time period specified in the notification document. In the event a chaperone does not complete these documents, the Sponsor reserves the right in its sole discretion to select an alternate chaperone.

Toyota and its respective parent, subsidiaries and affiliated companies (the “Toyota Entities”) maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, or other person or entity furnishing service, products, or accommodations as a part of the prize provided under this Contest, since Toyota is merely an independent supplier of one of the Contest prizes and is not in any way related to the other suppliers. The Toyota Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to: [a] by wrongful, negligent, or unauthorized act or omission on the part of any of those suppliers or any of their agents, servants, employees, or independent contractors; [b] by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any of those suppliers; [c] by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee of the Toyota Entities; or [d] by any cause, condition, or event whatsoever beyond the control of the Toyota Entities.

10. FINALIST/WINNER NOTIFICATION AND ADDITIONAL PRIZE DETAILS: The Finalists will be notified by email and/or by telephone (at the Sponsor’s sole discretion) on or about April 1, 2015. All Finalists, upon being selected, must submit an Appearance Consent and Release Form for the final competition and any on-air or online program about the competition, which the parent/legal guardian of the Finalist will be required to sign and return to the Sponsor. In addition, each Finalist will be sent an affidavit/documentation of eligibility and liability release, intellectual property release, copyright assignment agreement, and (where legal) a publicity release. Parent/legal guardian of each Finalist will be required to complete and return the aforementioned documents by the date specified in the accompanying letter/email. Further, each Finalist may be required to complete and submit: [a] a revised version of their Entry Video which addresses all of the Sponsor’s concerns as presented at the time of notification as a potential Finalist; [b] a 15-second video which further explains the theme of their video and why they entered the Contest; [c] a “selfie” photo; and [d] a brief blurb about the making of their video including why safer teen driving is so important. Additionally, any potential recipient of prizes valued at \$600 or more will be required to complete and return an IRS W-9 form. Failure to timely complete and return the properly signed affidavit and releases or other prize documentation and requested materials, or if a Participant chooses to decline a prize for any reason, or fails to comply with any requirement of these Official Rules, may result in the prize being forfeited. Return of any prize/prize notification as undeliverable, or inability of the Sponsor to contact Finalist(s), may result in disqualification. The parent(s)/guardian(s) of each Finalist hereby agree that their child, as a Finalist, will participate in all advertising, publicity (including being featured on the Sponsor’s Facebook page and being showcased on the TD365 website), press, and promotional events scheduled by the Sponsor in connection with the Contest. Failure to participate in said events may result in disqualification and forfeiture of prizes.

11. RESTRICTIONS, RIGHTS AND RELEASE: All taxes on prizes and all expenses related to acceptance and use of the prizes not specified are the sole responsibility of the applicable winner and his/her parent(s)/legal guardian(s). By participating, entrants and their parent(s)/legal guardian(s) agree: [a] to these rules and decisions of the Sponsor and judges, which shall be final in all respects relating to the Contest; and [b] to release, discharge and hold harmless Contest Entities, YouTube, and Facebook, 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 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. Based on releases/affidavits and the details of the Consent Form provided, entrants and their parent/legal guardian agree to grant the Sponsor: [a] all rights of ownership, reproduction and use of all submitted materials, including without limitation the Entry Videos, for any purpose whatsoever without compensation or further permission, including but not limited to an

irrevocable and perpetual, royalty-fee, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, copyright, create derivative works or otherwise exploit entries, for commercial or non-commercial use; and [b] to permit the Sponsor to use his or her name, photograph, likeness, Entry Video 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 websites in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request. Releases are not responsible for and shall not be liable for: [a] 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; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, misdirected or incomplete entries; or [d] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted. The Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest or any portion thereof should viruses, bugs or other causes beyond the control of the Sponsor corrupt the administration, security or proper play of the Contest, and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by the Sponsor in its sole discretion and to award the prizes from among all eligible entries received prior to such action taking place. No prize transfer or cash redemption permitted, except at the sole discretion of the Sponsor. No prize substitution or modification, in whole or in part, except by the Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by the Sponsor in which case a prize of comparable or greater value will be awarded. In the event of any discrepancy between these Official Rules, abbreviated versions or Contest-related advertising or disclosures, these Official Rules shall prevail. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made via the authorized website address listed above in Section 4. 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 reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the entrant has not complied with these Official Rules.

12. 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), currently 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.

13. GOVERNING LAW: Except where prohibited, each participant and his/her parent(s) or legal guardian(s) hereby agree by participating that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any award shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland. 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 Sponsor 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.

14. WINNERS LIST: To receive a list of winners, mail a self-addressed, stamped envelope to be received by May 31, 2015, to: TD365 Video Challenge Winner List, PMI Station, PO Box 750, Southbury, CT 06488-07050. Winner list will be available after May 15, 2015.

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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