

## **TEENDRIVE365 VIDEO CHALLENGE 2020 OFFICIAL RULES**

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

**YOU MUST OBTAIN PERMISSION FROM YOUR PARENT/LEGAL GUARDIAN BEFORE YOU PARTICIPATE IN THE CONTEST.**

**1. ELIGIBILITY:** The TeenDrive365 Video Challenge 2020 (“Contest”) is open to legal residents of the 48 contiguous United States, Hawaii, Alaska and the District of Columbia (“U.S.”) 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 in the U.S., at the time of entry and when prizes are awarded. Employees, officers and directors of Discovery Education, Inc. (“Sponsor”), its promotional partner Toyota Motor Sales, U.S.A., Inc. (“TMS”), Toyota Motor North America, Inc. (“Toyota”), Promotion Mechanics, Inc. (“Administrator”), their respective parents, subsidiaries, affiliates, advertising and promotion 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 (aforementioned individuals and organizations collectively, “Contest Entities”) are not eligible. Sponsor’s determinations of eligibility are final and may be made at any time. Void outside the U.S. and where prohibited.

**2. CONTEST TIMING:**

- Entry “Submission Period”: The Entry Submission Period begins at 5:00 PM Eastern Time (“ET”) on September 23, 2019 and ends at 8:00 PM ET on February 26, 2020.
- Judging: On or before March 25, 2020, 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 and other prize winners.
- “Public Voting Period”: Beginning on or about 5:00 PM ET on April 9, 2020 and through 5:00 PM ET on April 22, 2020, the general public (age 13 and older) will have the opportunity to vote for the entry that they feel has the best solution for distracted driving. This entry will be named the “People’s Choice” Winner.
- Winner Announcement: The winners will be announced by June 30, 2020.

The Sponsor reserves the right to change the timing of the Public Voting Period as deemed necessary in its sole opinion. If such changes are made, the new timing will be posted at the Contest Website [www.TeenDrive365.com](http://www.TeenDrive365.com) and in these Official Rules.

**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 (and online entry form completed) between 5:00 PM ET on September 23, 2019 and 8:00 PM ET on February 26, 2020. 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) videos with the highest overall scores will be deemed Finalists. Prizes are described in Section 8 below.

**4. TO REGISTER:** First, each Participant must obtain permission from his/her parent or legal guardian to participate in the Contest. Then, during the Submission Period, the Participant must register for the Contest by visiting [www.TeenDrive365.com](http://www.TeenDrive365.com) (the “Website”) and following the on-screen directions to complete the Contest registration form. Information requested on the registration form may include the Participant’s full name, mobile phone number, home phone number, email address, date of birth, school grade, school name and address, and parent/legal guardian’s name and email address. Only one registration form should be completed per entry. If Participants are participating as part of a group of two to four students, the group of students should designate one group member to complete the registration form on behalf of the group, and that group member will also provide the names of the other group members on the registration form. Further, the Participant completing the registration form must provide an acknowledgement that he/she (and any other Participant in the group, if a group entry) has obtained permission from their parent/legal guardian to participate in the Contest. Once the Participant submits the registration form, the Participant will be prompted to set up a username and password. Username and password confirmation will be sent to the Participant at the email provided on the Registration Form. Once the registration process is complete, the Participant may use their username and password in order to submit the Participant(s)’ video link and complete the entry process as described in Section 6, no later than 8:00 PM ET on February 26, 2020. By providing a mobile phone number as part of his/her entry information, the Participant and his/her parent(s)/legal guardian(s) agree that Sponsor and/or Administrator may contact the Participant via call or text message to that mobile phone number in the event the Participant is selected as a potential Finalist or other prize winner, that standard message & data rates may apply to such communications, and that the Participant may text the word STOP in response to such a text message if they do not wish to receive any further such text messages.

**5. VIDEO CHALLENGE:** Create an original video between 30 and 60 seconds in length, which demonstrates the best solution for distracted driving (the “Entry Video”). All Participants are required to include, as the last slide of the video, the TeenDrive365 Video Challenge call to action slide asset that may be downloaded [here](#).

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, except that trademarks or logos owned by Discovery Education or Toyota/TMS (the “Provided Elements”) are allowed (but not required). Entries which contain a trademark or logo or promote any brand or product other than those belonging to Discovery Education or Toyota/TMS may be disqualified at the Sponsor’s sole discretion; however, the Sponsor may choose not to disqualify an Entry Video which includes a trademark or logo if the Sponsor determines in its sole discretion that the inclusion of such trademark or logo is incidental. Participant may be asked to sign an affidavit stating that Participant 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. Participant(s) are not

required to appear in their Entry Video. 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.

The concept, ideas, and language used in the Entry Video must be wholly original to the applicable Participant(s).

Entry Videos may not contain any music or sound effect unless either: [a] the music/sound effect was created by you or by someone who has given you written permission to use his/her music/sound effect; [b] the music composition is in the public domain and was performed by you or by someone who has given you written permission to use his/her performance; or [c] the music/sound effect was acquired/licensed by the Participant(s) from a royalty-free source **which does not require credits or other attribution to appear in connection with the Entry Video**. Participant(s) must be certain that any music or sound effect conforms to all applicable requirements.

The Entry Video must be at least 30 seconds long but not longer than 60 seconds long, and must be submitted in English.

The Sponsor reserves the right in its sole discretion to disqualify any Entry Video 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] contains dangerous conduct, stunts or tricks that could lead to physical injury or property damage; [c] depicts a person acting in an intoxicated manner or consuming (or appearing to consume) alcoholic beverages; [d] endangers the safety or well-being of any person; [e] violates or infringes (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased; [f] invades the privacy or publicity rights of any person, living or deceased; [g] defames, misrepresents or contains disparaging remarks about Sponsor or its products, or other people, products or companies; or [h] 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 entered into any prior offering of the TeenDrive365 Video Challenge or any other contest; 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.

Further, by participating, each Participant and his/her parent(s)/legal guardian(s): (a) agrees to waive any claim for reimbursement for any equipment or materials necessary to submit an Entry Video regardless of whether or not any particular Entry Video is selected for any prize; (b)

acknowledges that much of the material that will be submitted as part of the Contest may embody materials, suggestions, or ideas substantially 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 he/she will not be entitled to any compensation because of use by the Contest Entities of any materials similar to a Participant's Entry Video; (c) hereby waives any right to any claim or liability with respect to the Contest Entities' use of similar materials; and (d) understands that submitting any element that is copyrighted by another individual will result in the applicable Participant(s) and their parent(s)/legal guardian(s) being responsible for any legal action the legal copyright holder might take against any of the Released Parties (as defined below).

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 perpetual license, 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 their 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 or Toyota/TMS. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor or Toyota/TMS.

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 Participant 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](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. Entry Video file size limitation and file format must adhere to YouTube specifications. Further, entries which do not comply with the YouTube [Community Guidelines](#) will be disqualified.

Next, access your YouTube account, upload your Entry Video, title the video “TeenDrive365 Video Challenge – [Your title]”, set your video’s privacy settings to “Public”, 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, provide any additional requested entry information, and complete the entry process 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. The entry process must be completed no later than 8:00 PM ET on February 26, 2020. No Entry Videos URLs will be accepted after such period. Entry Videos may not be submitted in any other format or through any other digital channel.

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, with the video’s privacy settings set to “Public” and at the same URL disclosed in the Contest entry, through May 15, 2020 (unless asked by Sponsor to remove the video from YouTube prior to this date).

Once the entry form is completed, the Participant 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 February 26, 2020. If a Participant wishes to save his/her work prior to submitting the entry, he/she may click the “Save for Later” button at the bottom of the entry form, then return prior to 8:00 PM ET on February 26, 2020 to update the entry information and/or 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 are specifically requested by Sponsor or its designee as further detailed in Section 9 below). If an entry form has not been submitted by 8:00 PM ET on February 26, 2020, the entry will not be included in the Contest judging.

**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/TMS, 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 (i.e. how well the video provides a solution to distracted driving, 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). Finalist entries which do not receive a First Place, Second Place, or Third Place designation will be deemed a Finalist Consolation Prize winning entry. After the ten (10) highest scoring entries are determined, the remaining eligible entries will be divided by state (including the District of Columbia, which will be considered a state for these purposes) and the highest scoring remaining eligible entry from each state (which meets a minimum score determined by Sponsor in its sole discretion) will be deemed a State Merit Prize winner.

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, Third Place, and State Merit Prize winning entries; and [c] the identities of the First Place, Second Place, Third Place, Finalist Consolation Prize, and State Merit Prize 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 has the best solution for distracted 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 IP address per twenty-four (24) period 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. Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process as determined by Sponsor may be void. Votes obtained by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, payment for votes or offering to trade votes, as determined by Sponsor, in its sole discretion, may result in those votes being void and the associated Finalist being disqualified.

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 entries 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 Education 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. At Sponsor's sole option and discretion, either: [a] the Discovery Education Film crew will travel to the winner's location to create the PSA; or [b] Sponsor will provide travel and accommodations for the First Place winning Participant(s) in order for the PSA to be created at another location selected by Sponsor in its sole discretion, in

which case all details regarding such travel will be disclosed to the First Place winning Participant(s) at the time of winner announcement.

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. The Released Parties (as defined below in Section 10) make no guarantee that the PSA will be broadcast on any specific network or medium. 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 or non-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.

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.

Seven (7) Finalist Consolation Prizes: \$2,500 cash awarded as a check made payable to the winner.

Up to fifty-one (51) State Merit Prizes: a Prize Pack consisting of TeenDrive365 and Discovery Education branded items selected by Sponsor in its sole discretion. The approximate retail value of each State Merit Prize is \$300. If a State Merit Prize is won by a group of 2 to 4 students, the State Merit Prize will be shipped to the Participant who completed the registration form on behalf of the group, who will be responsible for sharing the contents with his/her other group members. Limit one (1) Prize Pack per State Merit Prize winning entry.

For the avoidance of doubt, one of the Finalists will also be deemed the “People’s Choice” Winner. 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. Further, if the “People’s Choice” winner is not also selected for the First Place, Second Place, or Third Place prize, the “People’s Choice” winner will receive both the “People’s Choice” prize and a Finalist Consolation Prize.

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 can be accommodated on the trip, and if the entire group cannot be accommodated, which group member(s) will be able to participate.

**9. FINALIST/WINNER NOTIFICATION AND ADDITIONAL PRIZE DETAILS:**

The potential Finalists will be notified by email, telephone and/or text message (at the Sponsor's sole discretion) on or about March 25, 2020. Other potential prize winners will be notified by email, telephone and/or text message after that date. Each potential Finalist and potential winner will be sent an affidavit/documentation of eligibility and liability release, appearance consent and release, intellectual property release, perpetual license agreement, and (where legal) a publicity release, which must be completed (and co-signed by a parent/legal guardian, if the potential Finalist/winner is a minor) and returned within three (3) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request. Further, each Finalist or potential winner may be required to complete and submit, within three (3) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request: [a] a revised version of their Entry Video which addresses all of the Sponsor's concerns as presented at the time of notification; and [b] a 15-second video which further explains the theme of their video and why they entered the Contest. Additionally, any potential recipient of prizes valued at \$600 or more will be required to complete and return an IRS W-9 form, within three (3) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request. Failure to complete and return the properly signed affidavit and releases or other prize documentation and requested materials within three (3) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request, 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 disqualification. Return of any prize/prize notification as undeliverable, or inability of the Sponsor to contact potential Finalist(s) or 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. No responsibility is assumed by 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, each Finalist and winner (and if a minor, his/her parent/legal guardian) hereby agree that they will participate in all advertising, publicity (including being featured on the Sponsor's Facebook page and being showcased on the TeenDrive365 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.

**10. 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, Participants 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, Discovery, Inc., YouTube, and Facebook, together with their respective parents, subsidiaries, and affiliates, and the officers, directors, employees, representatives, agents, shareholders, 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 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, by participating, each Participant and his/her parent(s)/legal guardian(s) hereby agree to indemnify and hold the Released Parties 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 Released Parties 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, Participants and their parent(s)/legal guardian(s) agree to grant the Sponsor: [A] 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 or otherwise exploit Entry Videos and any other submitted materials, for commercial or non-commercial use, without further permission; and [B] to permit Sponsor and Toyota/TMS to use the Participant'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 Toyota/TMS'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.

Released Parties are not responsible for and shall not be liable for: [i] 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; [ii] failed, incomplete, garbled or delayed computer transmissions; [iii] late, lost, misdirected, corrupted, delayed, stolen or incomplete entries, links, emails or mail; [iv] 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 Entry Videos, the tabulation of votes, the announcement of the prizes or in any Contest-related materials; [v] any disputes between any Participant(s); [vi] changes to social media platform policies and procedures that may interfere with the operation of the Contest; or [vii] 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 nonsuspect, eligible Entry Videos 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 its sole discretion. 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 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 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 (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OTHER REMEDIES 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 Participant has not complied with these Official Rules. 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, Participants and their parent(s)/legal guardian(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. The Released Parties 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 RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**11. 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.

**12. DISPUTES/GOVERNING LAW:** Except where prohibited, each Participant and his/her parent(s) or legal guardian(s) 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 and/or his/her parent(s) or legal guardian(s) be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will a Participant and/or his/her parent(s) or legal guardian(s) be permitted to obtain awards for and each Participant and his/her parent(s) or legal guardian(s) 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) each Participant's and his/her parent(s)' or legal guardian(s)' remedies are limited to a claim for money damages (if any) and each Participant and his/her parent(s) or legal guardian(s) 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 and their parent(s) or legal guardian(s), 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.

**13. WINNERS LIST:** To receive a list of winners, mail a self-addressed, stamped envelope to be received by June 30, 2020, to: TeenDrive365 Video Challenge 2020 Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750. Winner list will be available after approximately April 30, 2020.

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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