

**filmMAKER Challenge**  
**OFFICIAL RULES**  
**(the "Official Rules")**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**  
**A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**  
**VOID WHERE PROHIBITED BY LAW.**

1. **DESCRIPTION:** The filmMAKER Challenge (the “**Challenge**”) is sponsored by Digital Promise (“**Sponsor**”). Participants may enter the Challenge beginning on [December 7, 2016], and must enter (with the entry video submitted, as described below) by [March 24, 2017], at 11:59 PM PST (the “**Entry Period**”). The Challenge is void where prohibited or restricted by law, is subject to applicable federal, state, provincial, and local statutes, rules, regulations, and other laws (each a “**Law**”), and is governed by these Official Rules.
2. **ACCEPTANCE OF THE OFFICIAL RULES; SITE POLICIES; LAWS:** By entering the Challenge, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and by the decisions of Sponsor, which shall be final and binding on all matters pertaining to the Challenge. Disclosure of information obtained online from entrants in the Challenge is governed by Sponsor's Privacy Policy, which may be viewed at: <http://www.digitalpromise.org/pages/terms-of-use>. In the event there is an inconsistency between any of the Policies or any Challenge promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern. By entering the Challenge, each entrant also agrees to comply with any and all applicable Laws in connection with his or her participation in the Challenge. Entry in the Challenge does not constitute entry into any other promotion, sweepstakes, or contest.
3. **ELIGIBILITY:** The Challenge is open to any team of middle or high school students (all of whom must be aged 11-19 and be legal residents of the fifty (50) United States or the District of Columbia at the time of entry) with an adult educator serving as the team leader (“the Adult Leader”). Residents of Puerto Rico and Guam are not permitted to enter or win. Teams must consist of students from the same educational institution, which may be a school or informal learning organization (such as a museum, library, or after-school program), and each team’s Adult Leader must submit the team’s entry in the Challenge. Each student can be a member of only one team. Sponsor, its advertising and promotion agencies, the prize providers, Maker Media, Inc., Chevron Corporation, any other company or organization involved with the design, sponsorship, or operation of the Challenge, and each of their respective officers, directors, employees, and agents (collectively, the “**Sponsor Parties**”), and immediate family and household members of such individuals, are NOT eligible to enter the Challenge. "Immediate family members" shall mean a person’s spouse and a person’s and their spouse’s parents, step-parents, legal guardians, children, step-children, siblings, and step-siblings, and each of their respective spouses. "Household members" shall mean those people who share the same residence, whether or not related. References in these Official Rules to entrants include each and every member of an entering team. The Adult Leader, in submitting his or her team’s Entry (as described below) represents and warrants that he or she has received express written consent from each team member who is not a minor (as defined under applicable state law), and from the parent or guardian of each team member who is a minor, to (i) submit to Sponsor personally identifiable information regarding the team member (ii) act on behalf of the team member, and (iii) bind the team member to these Official Rules.

4. **HOW TO ENTER:** To enter the Challenge, the educator representing an entering team must create and submit an entry (each, an “**Entry**”) containing all of the elements described in this Section 5. To submit an Entry, entrants must upload their final videos to YouTube.com and complete the Challenge Entry form (INSERT LINK HERE) prior to the end of the Entry Period. Videos must be no more than 5 minutes in length and clearly display and describe the redesigned product and the process of students arriving at that design. A complete Entry will include, in addition to all other materials and information requested in the Challenge Entry form, the first name, last name, email address, and zip/postal code for the contact person for the entering team. Only one Entry per team is permitted. To be eligible to win, an Entry must be submitted as instructed prior to the end of the Entry Period and must comply with these Official Rules, including the additional requirements described below. Entrants may be required to provide copies of fully executed publicity releases for any or all individuals appearing in any Entry video, which Sponsor may accept or reject in its sole and absolute discretion. Releases for minors must be signed by the minor and by the minor’s parent or legal guardian. Sponsor’s acceptance of any release form is not a certification by Sponsor that such release form is legally sufficient or enforceable; each entrant is entirely responsible for the content and execution of any such release form.

5. **ADDITIONAL ENTRY REQUIREMENTS; REPRESENTATIONS BY ENTRANTS:**

- A. All Entries must be received by the end of the Entry Period. Entries will not be acknowledged or returned. Proof of transmission of an Entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible Entries are void and will be disqualified.
- B. Limit of one (1) Entry per team. In case of multiple Entries received from any school, organization or Adult Leader, the student teams must be made up of different students.
- C. In the event of a dispute as to the identity or eligibility of an entrant, the Entry will be deemed to be made by the "Authorized Account Holder" of the email address for the team contact person submitted at the time of entry, provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable service provider or other organization (such as a business or educational institution) has assigned the email address. An entrant may not use multiple email or social media accounts to enter, and if an entrant does so, all of such entrant’s Entries may be disqualified.
- D. Each Entry (including the Entry form and all other data, information, images, content, and other materials included in the Entry) must comply with the following:
  - i. It must be entirely the original work of the entrant.
  - ii. It must not contain any individual’s photograph, likeness, name, voice, or other element of persona and identity unless the entrant has obtained all releases and consents from such individual necessary to enter the Entry in the Challenge, and to grant the rights in the Entry as provided in these Official Rules.
  - iii. It must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.
  - iv. All information provided in the Entry must be true, accurate, and correct in all respects.

- v. It must not be created or submitted through any script, macro, or other automatic method.
- vi. It must comply with these Official Rules and all applicable Laws.
- vii. It must be suitable for publication to a general audience and must not contain anything that:
  - (1) Is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
  - (2) promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
  - (3) promotes violence or unsafe or illegal activity;
  - (4) is threatening, harassing, or degrading;
  - (5) serves to impersonate any person or entity or misrepresent affiliation with any person or entity;
  - (6) would require Sponsor to be a mandatory reporter under any Law; or
  - (7) disparages or injures the reputation or goodwill of the Sponsor, the prize providers, or any of their respective donors, officers, directors, or employees.
- E. Entries that do not comply with these requirements (as determined by Sponsor in its sole discretion) are void and will be disqualified. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Sponsor's sole discretion, disqualify an entrant's Entry.
- F. Neither submission of an Entry nor any other participation in the Challenge creates any confidential, fiduciary, agency, employment, or other relationship or contract between Sponsor and any entrant, and by submitting an Entry each entrant acknowledges that no such relationship or contract exists.
- G. By entering the Challenge, each entrant represents and warrants to Sponsor that:
  - i. The entrant's Entry meets all of the requirements in this Section.
  - ii. The entrant meets all the eligibility requirements for the Challenge.
  - iii. The entrant has complied with these Official Rules and all applicable Laws in entering and participating in the Challenge.

**6. JUDGING AND WINNER DETERMINATION:**

- A. Winning Teams – Two winning teams will be selected in each age category – Middle School or High School. Each member of a Winning Team is referred to in these Official Rules as a **"Winner."**
- B. Judging Period - The Winning Teams will be selected between the end of the Entry Period and May 1, 2017.
- C. Judges - Eligible Entries will be judged by a group of judges consisting of: Digital Promise and/or Digital Promise Global staff and a group of 3-5 experts in product design and/or documentary filmmaking.

i. Judging Method and Criteria - Eligible Entries will be judged using the criteria (the “Criteria”) described below. There will be one round of judging. The judges will make their decisions by awarding point values from 0-5 (with 5 being the highest score) in the following categories:

- Originality of design
- Success in achieving the challenge prompt
- Clarity of demonstrating process of design
- Quality of narrative and creative elements of video (story, script, music, visuals, etc.)
- Technical execution of video

7. **ODDS OF WINNING:** The odds of winning a prize depend on the number of eligible Entries received during the Entry Period and the quality of each Entry as evaluated by the judge(s) on the basis of the judging Criteria described in these Official Rules. Sponsor cannot predict or guarantee any specific number of eligible Entries for this Challenge. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

8. **PRIZE:** The approximate retail value of all of the prizes to be awarded in the Challenge is [up to \$30,000]. The awards to be awarded for each winning team are an invitation to present at either Bay Area Maker Faire or World Maker Faire in 2017 (locations to be chosen and assigned by Sponsor for each winning team) for up to four students from the team and one adult chaperone, recognition of all team members on the filmmaker webpage, certificates for all team members, and a travel reimbursement for up to \$7500 of out-of-pocket travel expenses actually incurred and paid for travel and accommodations to attend the assigned Maker Faire. Winners will be required to pay for all of their own travel and accommodation costs and then submit receipts and other proof of travel expenses acceptable to Sponsor in Sponsor’s sole discretion in order to obtain reimbursement. Each winner must be in sufficient physical and mental health for safe travel to, and participation in, the assigned Maker Faire. Each winner also must have all necessary identification and other documents required for travel and must be available to attend the assigned Maker Faire. Any winner not meeting these criteria will forfeit the prize for the winning team. Travel and accommodations are subject to the terms and conditions set forth in these Official Rules and those set forth by each travel and accommodations provider. All student members of the winning team must be accompanied at all times by the adult chaperone for that team. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, Sponsor will reimburse only for reasonable ground transportation, in Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible for delays, cancellations, or other problems with travel or accommodations resulting from any carriers, hotels, travel agents, weather, fires, strikes, bankruptcies, governmental actions, wars, terrorism, or any other causes beyond the reasonable control of Sponsor. Sponsor is not responsible if the assigned Maker Faire is delayed, postponed, or cancelled for any reason. Actual value of prize may vary based on fluctuations in travel and accommodations and distance between departure and destination. Winners will not receive difference between actual travel and accommodations expenses and the above-stated approximate retail value. Sponsor is not responsible for any travel or accommodation expenses incurred in excess of the maximum prize value stated above.

9. **GENERAL PRIZE CONDITIONS:** All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by the Sponsor in its sole discretion. The awarding of prizes is not

intended to, and shall not be deemed to, create any employment or similar contract or relationship between Sponsor and any Winner. No prize is exchangeable, assignable, or otherwise transferable, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute for any prize one or more items or services of equal or greater value. The value of each prize may be taxable to each Winner as income. If required, an IRS Form 1099 will be issued by the Sponsor in the name of each Winner for the value of the prize(s) received. Each Winner shall be solely responsible for all federal, state, provincial, and/or local taxes (including income, VAT, customs duties, and withholding taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.

**10. WINNER NOTIFICATION AND PRIZE CLAIM:** Within five (5) working days after the Winning Teams are chosen, each Winning Team will be notified via an email (a "**Prize Notification**") sent to the email address indicated by the Winning Team in the winning Entry. Sponsor shall have no liability for any Prize Notification that is lost, intercepted, or not received by the potential winning team for any reason. In order to claim a prize, each Winner may be required to verify for Sponsor his or her permanent address and social security or tax payer identification number, for purposes of compliance with tax regulations. Upon Sponsor's request, each Winner must also execute and return, where legally permissible, a declaration of eligibility, a liability release, and/or a publicity release. If a potential Winner is found to be ineligible, has not complied with these Official Rules, or declines the prize(s) for any reason prior to award such potential Winner will be disqualified and forfeit his or her prize, and an alternate Winner may be selected by the Sponsor from the pool of remaining entrants based on the judging Criteria described in these Official Rules Sponsor may successively attempt to contact up to five (5) potential Winning Teams in accordance with such procedure, and if there is still no confirmed winner of a prize after such attempts have been made, Sponsor may announce an alternate means for awarding that prize. The distribution of the prize(s) will be at the sole determination of the Sponsor to the individuals deemed to have won the Challenge by the Sponsor in accordance with these Official Rules.

**11. USE OF PERSONAL DATA:** All personal information collected by Sponsor (including without limitation, an entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Challenge and, except as stated in these Official Rules, in accordance with Sponsor's Privacy Policy. Please refer to the Policies for important information regarding the collection, use, and disclosure of personal information by Sponsor. In addition, except to the extent prohibited by Law, by acceptance of a prize each Winner grants to Sponsor and each of their respective designees the right to publicize such Winner's name and address (city and state/province of residence), photo (if provided), and prize information in connection with the Challenge, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission.

**12. LICENSE GRANT:** By submitting an Entry, each entrant irrevocably grants Sponsor and its designees the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry and any other data, information, images, content, or materials included in such Entry, in any media now known or hereafter devised, throughout the world for any purpose. Sponsor is not obligated to use any of the above mentioned data, information, images, content, or materials, but may do so and may edit them in Sponsor's sole discretion, without further obligation or compensation. Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry or exercise of any rights granted to Sponsor, and agrees not to sue or assert any claim against the Sponsor Parties with respect to such use.

**13. RELEASE OF LIABILITY:** By entering the Challenge, each entrant (i) agrees that neither the Sponsor Parties, nor YouTube, nor any other advertising or social media platform, such as Facebook or Twitter,

on which the Challenge is advertised or through which it is accessed, shall be responsible for, and (ii), to the maximum extent permitted by Law, releases and holds harmless the Sponsor Parties and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from:

- i. participation in the Challenge;
- ii. any breach or other violation by such entrant of these Official Rules, the Policies, or applicable Law;
- iii. the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize);
- iv. any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by entrant, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Challenge;
- v. any damage to an entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Challenge Site or participating in the Challenge;
- vi. miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message);
- vii. for any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature;
- viii. any Entry, email, prize package, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged;
- ix. any failure of any postal or delivery service;
- x. any use of the entrant's personal information and Entries as permitted under these Official Rules; or
- xi. any events beyond Sponsor's reasonable control.

**14. LIMITATION OF LIABILITY:** NEITHER SPONSOR NOR ANY OTHER SPONSOR PARTY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CHALLENGE, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH SPONSOR PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE SPONSOR PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CHALLENGE OR ANY PRIZE.

**15. DISQUALIFICATION:** Sponsor reserves the right in its sole discretion to disqualify any entrant who Sponsor finds, in its sole discretion, to be tampering with the participation process or the operation of the Challenge or the Challenge Site, to be acting in violation of these Official Rules, to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge, or to annoy, abuse, threaten or harass any other person, and Sponsor

reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.

16. **WITHDRAWAL:** To withdraw an Entry or part of an Entry after submission, entrants must contact the Sponsor at [contact@digitalpromise.org](mailto:contact@digitalpromise.org) and use the subject line "Digital Promise Challenge: Submission Withdrawal Request," reason for request, and full names and email addresses of all entrants. Requests must be received prior to the end of the Entry Period. Requests made after the end of the Entry Period may not be honored.

17. **TERMINATION/MODIFICATION:** Sponsor shall have the right to modify, suspend, or terminate the Challenge, at its sole discretion, at any time for any reason, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or administrative difficulties, technical problems (such as a computer virus/ bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Challenge, or other causes not within the control of the Sponsor. In addition, if, in the exclusive judgment of Sponsor, the Challenge (or any portion thereof) becomes compromised in any way, Sponsor reserves the right, at its sole discretion, to cancel any method of entry, to void any Entries submitted fraudulently, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the promotion. Should the Challenge ever be terminated prior to the Winner selection, Sponsor will post a notice on the Challenge Site and will make alternate arrangements to award the prizes. Sponsor reserves the right to make changes in these Official Rules. Any such changes will become effective upon notice via online posting at the Challenge Site or other means of wide dissemination.

18. **INTERPRETATION:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

19. **DISPUTES:** Except where prohibited, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, this Challenge, or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the state and/or federal courts located in the District of Columbia; (ii) any and all claims made by entrant, and any and all judgments and awards in favor of entrant, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All disputes concerning the Challenge, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each entrant and Sponsor in connection with these Official Rules or the Challenge shall be governed by, and construed in accordance with, the Laws of the District of Columbia and applicable United States federal Law, without giving effect to any choice of law or conflict of law rules that would cause the application of the Laws of any other jurisdiction.

20. **SPONSOR:** The Sponsor of the Challenge is Digital Promise, 1001 Connecticut Ave., NW, Suite 830, Washington, D.C. 20036. For questions about the Challenge, please contact Sponsor at [[contact@digitalpromise.org](mailto:contact@digitalpromise.org)] and [202-450-3675]. Consideration for the prizes was provided by Chevron Corporation.

21. **NO ENDORSEMENT:** Nothing contained in these Official Rules or in any of the Challenge materials should be construed as an endorsement by Sponsor of any third party, product, or service. Prize suppliers are not sponsors of the Challenge.

22. **SOCIAL MEDIA PLATFORMS:** The Challenge may be advertised on or accessed through one or more social media platforms, such as YouTube, Facebook or Twitter. However, the Challenge is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Entrants agree to comply with all terms and policies governing such platforms in connection with the Challenge.

23. **WINNERS LIST/OFFICIAL RULES:** To obtain written notice of the Winning Teams for the Challenge, send a self-addressed stamped envelope (Vermont residents may omit the return postage) to Digital Promise, 1001 Connecticut Ave, NW, Suite 830, Washington, D.C. 20036. All such requests must be received no later than six (6) months after the end of the Entry Period. These Official Rules will be posted on the Challenge Site during the Entry Period and for six (6) weeks after that.