

OFFICIAL RULES
DISCOVERY EDUCATION, INC. AND SIEMENS
POSSIBILITY GRANT SWEEPSTAKES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT
INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED. SOME RESTRICTIONS MAY APPLY.

1. **ELIGIBILITY:** The Possibility Grant Sweepstakes ("Sweepstakes") is a trade sweepstakes offered only in the fifty (50) United States and the District of Columbia (collectively, "U.S.") and open only to legal U.S. residents who are 18 years of age and older and who are employed, during the Term of the Sweepstakes and when prize is awarded, as a full-time or part-time teacher who provides direct instruction to students in any grade from Kindergarten through Grade 12, at an eligible school. An eligible school is defined as a school located within the U.S. that: [a] is organized and primarily operated for educational purposes; [b] contains any class with students in Kindergarten through Grade 12; [c] is considered tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code (or has an equivalent tax-exempt designation as determined by Sponsor in its sole discretion, or is registered as a public school with the National Center for Educational Statistics); and [d] **qualifies for the Title I Schoolwide Program***. Employees of Discovery Education, Inc. ("Sponsor"), its promotional partners, their direct and indirect respective subsidiaries, affiliates, advertising and promotion agencies, Promotion Mechanics, Inc. ("Sweepstakes Administrator"), and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals (collectively, "Sweepstakes Entities") are not eligible. **Further, any school which has received a \$10,000 Siemens Possibility Grant prize in the past is not eligible to claim a prize in this Sweepstakes.** Eligibility may be verified by Sponsor at any time. Any determinations of eligibility will be made by the Sponsor whose decisions are final.

Eligible teachers who enter the Sweepstakes will be deemed to have entered as employees of their respective schools. Thus, these rules are binding upon both you, as a teacher and employee of your school, and your respective school. Therefore, by entering into the Sweepstakes, you represent and warrant that your school has full knowledge of your actions and has consented to your entry, including your potential receipt of the prize described below, and that your participation in the Sweepstakes does not violate any school or district policies with which you and the school are required to comply. The Releasees (as defined in Section 8 below) hereby disclaim any and all liability or responsibility for disputes arising between an employee and their employer related to this Sweepstakes.

2. **TERM:** The Sweepstakes begins at 5:00:00 PM Eastern Time ("ET") on December 12, 2019 and ends at 5:00:00 PM ET on April 28, 2020 (the "Term").
3. **TO ENTER: NO PURCHASE NECESSARY.** Visit the Sweepstakes page at www.siemensstemday.com and access the Sweepstakes entry form. Complete the entry form by providing all requested entry information, including your name, address, school in which you teach, grade(s) or class(es) taught, and contact information. All entries must be received by Sponsor's server by 5:00:00 PM ET on April 28, 2020. Limit one (1) entry per person/email address, per day. For the avoidance of doubt, you may only enter on behalf of the school where you are employed, which must be an eligible school as defined in Section 1 above, including but not limited to being eligible for the Title I Schoolwide Program.
4. **RANDOM DRAWING AND PRIZE DESCRIPTION:** On or about May 5, 2020, the Sweepstakes Administrator, an independent judging organization, will conduct a random drawing from among all eligible entries received during the Term to select one (1) potential Grand Prize-winning entry. The Grand Prize will consist of a \$10,000 Siemens Possibility Grant awarded in the form of a check made payable to the winning school, and intended to be used by the school for a science lab makeover and/or STEM-related equipment, supplies, or technology. In the case of a dispute over which school is associated with a particular entry, Sponsor reserves the right to designate a school in its sole discretion. Among other conditions detailed in these rules, the granting of any prize will be subject to all applicable laws, rules and regulations and the approval of any applicable school and/or governmental agency, as well as the acceptance by the applicable school and/or governmental agency of Sponsor's requirements and conditions in connection with the award and execution of the prize.

5. **WINNER NOTIFICATION AND VERIFICATION:** The teacher associated with the winning entry will be notified by email, phone, postal mail and/or express mail at Sponsor's sole discretion following the random drawing. If a potential winner does not respond to the notification attempt by the time period specified therein, then such potential winner will be disqualified, and an alternate potential winner will be selected from among the applicable eligible entries received during the Term. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, Sponsor reserves the right to require each potential winning teacher and an authorized representative of the potential winning school to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide proof of the school's Title I status and tax-exempt designation, along with any additional information that may be required by Sponsor to fulfill prize(s). Further, except where prohibited by law, Sponsor reserves the right to require the Grand Prize winning teacher to provide a photograph of him/herself with students from his/her class (including only students who wish to appear in such a photo, and who have permission from their parent or legal guardian), which must be returned along with a Publicity Release from the parent or legal guardian of each student appearing in the photograph. If required, potential winning teacher and school must return any such required documents and materials within the time period specified therein or such potential winner will be deemed to have forfeited the prize and another potential winner to replace the forfeited winner will be selected from among the applicable eligible entries received during the Term.
6. **PRIZE RESTRICTIONS:** Taxes on prize(s) and all expenses related to acceptance and use of the prize(s) not otherwise specified are the sole responsibility of the prize recipient(s). Prize(s) cannot be transferred, substituted or redeemed for cash or any other consideration except at Sponsor's sole discretion. Sponsor reserves the right in its sole discretion to substitute a prize of comparable or greater value if a prize cannot be awarded as described for any reason. Schools that are involved (at the time of the random drawing, winner verification, and/or prize award) in discussions with Sponsor for new/additional Sponsor services are not eligible to claim a prize in this Sweepstakes. Odds of winning will be determined by the number of eligible entries received. In the event that Sponsor believes that the potential award of any prize (or portion thereof) to a particular school, educator or other public employee may violate any law, rule, or regulation, the Sponsor reserves the right in its sole discretion to: [a] award the prize instead to the PTA/PTO or similar organization affiliated with the applicable school/educator/employee, as determined by Sponsor in its sole discretion; [b] award the prize instead to a non-profit organization selected by the applicable school/educator/employee (subject to approval by Sponsor in its sole discretion); or [c] to award the prize to an alternate winner selected using the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. In either preceding case [a] or [b], the organization receiving the prize element must agree to use the prize element in a manner which matches (as closely as possible) the intended use of the applicable prize element as described above.
7. **PERSONAL INFORMATION:** Please note that by entering this Sweepstakes and by checking the "opt-in" boxes on the entry form for this promotion, you are [a] agreeing that the Sponsor may share your entry information (including your name, address, email address, etc.) with our promotional partners and other third parties; and [b] granting the Sponsor, our promotional partners and other third parties with which we choose to share your information, permission to contact you about our upcoming shows, promotions or for other reasons. You can enter this Sweepstakes but keep your entry information private by not checking the "opt-in" boxes on the entry form. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), located at <https://www.discoveryeducation.com/who-we-are/privacy/>; 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.
8. **RELEASE:** By participating in the Sweepstakes, entrants and prize recipients agree [a] to these rules and decisions of Sponsor and judges, which shall be final in all respects relating to this Sweepstakes; and [b] to release, discharge and hold harmless Siemens Foundation, Sweepstakes Entities, and Discovery, Inc., together with their respective employees, officers, directors, representatives and agents (aforementioned organizations and individuals collectively, the "Releasees") from any and all injuries, liability, losses and damages of any kind, known or unknown, resulting from their participating in the Sweepstakes 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. In addition, Releasees 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] lost, late, misdirected, damaged, incomplete entries or

postage-due mail; or [d] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted.

9. **RIGHTS IN ENTRY MATERIALS AND PUBLICITY:** Entrants and prize recipients agree, by participating in the Sweepstakes, to irrevocably and unconditionally assign to Sponsor and Siemens Foundation use of entrant's name, school, city and state and/or photograph for programming, advertising, publicity and promotional purposes without compensation (unless prohibited by law) and without prior approval or inspection, and agree to execute documentation for specific consent to such use if asked to do so.
10. **RIGHT TO CANCEL:** Persons who tamper with or abuse any aspect of the Sweepstakes or website, who provide fraudulent information in their entry or otherwise engage in fraudulent conduct, or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right to: [a] suspend, modify or terminate the Sweepstakes; [b] limit entry to the eligible, non-suspect entries submitted prior to the action taken; and/or [c] to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.
11. **DISPUTES/GOVERNING LAW:** Except where prohibited, each entrant and prize recipient hereby agrees by participating that: (a) any and all disputes, claims, and causes of action arising out of or connected with, the Sweepstakes, or any prize 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 Sweepstakes and in no event will an entrant or prize recipient be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will an entrant or prize recipient be permitted to obtain awards for (and each entrant and prize recipient hereby waives 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) an entrant or prize recipient's remedies are limited to a claim for money damages (if any) and each entrant and prize recipient irrevocably waives 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 entrants and prize recipients, or the rights and obligations of the Releasees in connection with the Sweepstakes, 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.
12. **WINNER LIST:** To receive a winner list, mail a self-addressed, stamped envelope to be received by June 30, 2020 to: Possibility Grant Sweepstakes Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.
13. **SPONSOR:** Discovery Education, Inc., 4350 Congress Street, Suite 700, Charlotte, NC 28209.
14. **SWEEPSTAKES ADMINISTRATOR:** Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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