



## OFFICIAL RULES

### OFFICIAL "ROZZY STEAM CHALLENGE FOR KIDS" CONTEST RULES 2018

#### Sponsor

Rozzy Learning Company, LLC. 20 South Sarah Street, St. Louis, MO 63108, 314-272-2560.

#### TERM

**Rozzy STEAM Challenge for Kids begins March 9, 2019 and ends March 9, 2019 (the "Entry Period").** Online Entries must be received by 10:59 p.m. (Eastern Daylight Time) on March 9, 2019. Online Entries shall be referred to herein as "Entries" collectively. Entries become the property of Sponsor and will not be returned or acknowledged. Information on how to enter and prizes form part of these official rules ("Official Rules"). This is a skill-based contest and chance plays no part in the determination of winners.

#### WHO MAY ENTER

Contest is open only to legal residents of the United States, Canada, and other approved countries who are between the ages of 3 and 14 at the time of entry (or preschool-8<sup>th</sup> grade). **An adult 18 or older must enter all entries. There must be no identifying information of children under the age of 18 on entries.** Entrants are adults 18 years or older and entering these projects on behalf of children. **MANY WILL ENTER; FEW WILL WIN.**

#### HOW TO ENTER

The categories for entries are: PreK-K, 1<sup>st</sup>-5<sup>th</sup>, 6-8<sup>th</sup>. Each entrant may submit an entry in the appropriate grade during the Entry Period, but no entrant may submit in total more than one (1) entry. If an entrant exceeds any of these limits, Sponsor may at its absolute discretion either disqualify all the entrant's entries or select at its absolute discretion entries to go forward for judging and reject the remainder. Each entry must comply with the following requirements ("Entry Requirements"):

#### To submit an online entry:

An adult or legal guardian must submit entries

Adults (parents, teachers, administrators) will take photos and submit projects on behalf of kids at [www.rozzylearningcompany.com/career-kid-challeng](http://www.rozzylearningcompany.com/career-kid-challeng) (the “**Website**”). The Sponsor will not ask for any identifying information of child, except for the child’s first name and last initial so that they can provide child with a certificate of project completion.

Entries may not be uploaded before March 9, 2019.

## **Payments**

\$20 for unlimited entries per teacher.

Each entry must meet the following “**Submission Requirements**”:

Online entries must include photos of the project, as well as a description dictated by the children to the adult.

A child may complete projects in both the architect and product designer categories but cannot complete more than one project in either. Each entry must be the submitting entrant’s own, previously unpublished work and not feature or focus on any material owned or controlled by third parties.

Projects may only use recycled materials or common art and building supplies. Kids may not use technology (i.e. a computer or tablet) to create projects.

Parents, legal guardians, or teachers may advise children, but should not complete projects. The project must be clearly made by children.

The entry must not include content that is obscene, pornographic, libelous or otherwise objectionable (including, without limitation, including profanity, offensive language, nudity, and excessive violence);

Any entry that, in Sponsor's good faith judgment, violates the Submission Requirements may be disqualified. Entries must be received by the deadlines set forth herein or as otherwise stated on the Website. The Website’s database clock will be the official timekeeper for this Contest. No substitutions of new versions of entries will be accepted under any circumstances once the original entry is submitted for consideration. Any entry that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, may be disqualified.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below.

## JUDGING

Contest consists of two (2) rounds of evaluation unless further evaluation is required due to a tie (see below). In the first round, 15 (15) finalists will be selected in each grade level of each category and will be chosen by panel of STEAM professionals with experience in architecture and design (the “**Judging Panel**”). In the second round, winners will be selected by the Judging Panel for each category within an age group. The number of winners is based on the final number of prizes we receive. Every child will receive a participation certificate.

The Judging Panel will evaluate the entries based on the following criteria (“**Judging Criteria**”):

Preschool-Kindergarten Criteria:

- 5 points (20 total) for each animal created out of water proof materials
- 10 points for creative name of aquarium
- 10 points for overall design of aquarium sign
- 10 points for description of project

1<sup>s</sup> – 5<sup>th</sup> grade Criteria:

- 5 points (15 total) for each new feature
- 10 points for creative use of materials (used many different materials)
- 10 points for description of project
- 5 points for creative name of backpack
- 10 points for logo design

6<sup>th</sup>- 8<sup>th</sup> grade Criteria:

- 5 points for choosing a permitted person to honor
- 5 points for size (12 inches tall)
- 5 points for including an outdoor area
- 5 points for name displayed on structure
- 10 points for creative use of materials (used many different materials)
- 10 points for description of project
- 10 points for billboard

In the event of a tie, the entries will be rescored. If a tie still remains, the founders of Rozzy will break the tie. Decisions of the Judging Panel are final and are not subject to appeal.

Judging will take place on or about March 20, 2019, and parents/teachers of will be notified via email using the information provided at the time of entry on or about March 20, 2017. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner’s parent or teacher for any reason. If, despite reasonable efforts, a potential prize winner

does not respond within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners of in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

### **THIRD PARTY RELEASES**

If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its designees, licensees and parents, subsidiaries and affiliates ("**Authorized Parties**") to reproduce, distribute, display and create derivative works of the photograph in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; and publication by Rozzy Learning Company or online highlighting entries or winners of the Contest. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by e-mail, on the

day that the e-mail was sent by Sponsor. For greater certainty, the entrant will be deemed to be in receipt whether notification or request is sent to entrant him/herself or his/her parent or legal guardian.

## **CONTEST PRIZES**

THE POTENTIAL WINNERS (AND THEIR RESPECTIVE PARENTS OR LEGAL GUARDIANS OR TEACHERS) ARE REQUIRED TO EXECUTE THE FOLLOWING: (1) AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY RELEASE; (2) WARRANTY OF OWNERSHIP AND LICENSE; (3) WHERE IMPOSING SUCH CONDITION IS LEGAL, A PUBLICITY RELEASE; AND (4) ANY OTHER AFFIDAVITS, DECLARATIONS AND/OR RELEASES OR ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED BY PRIZE SUPPLIER(S) (the «PRIZE CLAIM DOCUMENTS»). UNLESS PROHIBITED BY LAW, THE POTENTIAL WINNER (AND PARENT/LEGAL GUARDIAN) MUST SIGN THESE DOCUMENTS NO LATER THAN FIVE (5) DAYS FROM THE DATE OF RECEIPT OF PRIZE NOTIFICATION IN ORDER FOR SPONSOR TO AWARD THE PRIZE. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE MAY RESULT IN DISQUALIFICATION AND, AT SPONSOR'S DISCRETION, SELECTION OF AN ALTERNATE WINNER.

## **PRIZES**

Except as set forth herein, no cash alternative or substitution of prizes will be allowed. Prizes will be awarded only if the potential prize winner fully complies with Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize winner's parent or legal guardian shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due.

## **PRIZES**

2 winners per age group will be selected. Prizes include:

- A classroom STEM resource gift basket

- A robotics set
- Drones

No prize transfer, assignment or substitution by winners permitted. In the event of unavailability, Sponsor reserves the right to substitute prizes, in which case a prize of equal or greater monetary value, determined in Sponsor's reasonable discretion, will be awarded.

Should a winner make any false statement(s) in any documents referenced herein, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof.

An entrant will not be officially declared a winner until the entrant's parent/legal guardian has been contacted and has signed all required documentation.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

## **ENTRANT LICENSES/RELEASES**

By entering the Contest, all entrants grant a royalty-free, irrevocable, perpetual, non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in Rozzy's curricula or online highlighting entries or winners of the Contest. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Entrants consent to Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the entry for any purpose which Sponsor deems necessary or desirable. Sponsor shall have the right to freely assign its rights hereunder, in whole or in

part, to any person or entity. Sponsor shall retain the rights granted in each entry even if the entry is disqualified or fails to meet the Submission Requirements or even if it determined that the entrant who made the entry is ineligible to enter the Contest or win a prize.

## **REPRESENTATIONS AND WARRANTIES/LIMITATION OF LIABILITY**

Each entrant (and each entrant's parent or legal guardian) who enters this Contest represents and warrants as follows: (i) except as set forth herein, the entry is the entrant's own, previously unpublished, and previously unproduced work; (ii) the entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (iv) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; and (v) the use of the entry as set forth herein will not give rise to any claims for any payment whatsoever. Each entrant (and any minor entrant's parent or legal guardian) hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations, covenants, obligations or agreements of entrant hereunder.

## **CONDITIONS**

This Contest is subject to federal, state, provincial, territorial and local laws and regulations. Certain restrictions may apply. Sponsor is not responsible for late, lost, stolen, damaged, mutilated, incomplete, illegible, misdirected, or postage-due mail. Entries void if the Sponsor determines the entry to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Contest, each entrant irrevocably grants the Authorized Parties and their respective successors, assigns and licensees, the right to use such entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media in connection with the Contest, and the advertising and promotion thereof and each entrant and/or prize winner hereby release the Contest Entities from any liability with respect thereto.

## **GENERAL LIABILITY RELEASE/FORCE MAJEURE**

Entrants agree that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, 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. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any



governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision in these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these 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.

### **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF**

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's entry to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's entry. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, images, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the entry and/or each other in theme, idea, plot, format or other respects. Each entrant (and their parent or legal guardian) acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the entry. Finally, each entrant (and their parent or legal guardian) acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

### **NO OBLIGATION TO USE**

Sponsor shall have no obligation (express or implied) to use any entry or to otherwise exploit any entry, or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the entry, for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

### **DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS**

Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

### **FURTHER DOCUMENTATION**

If Sponsor shall desire to secure additional assignments, certificates of engagement for the entry, or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

### **GOVERNING LAW/JURISDICTION**

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF MISSOURI WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

### **ARBITRATION PROVISION**

By participating in this Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed

by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in St. Louis, Missouri; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply Missouri law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

## **WINNERS LIST**

Winners' names (first name, age, and city of residence) will be available online at [www.rozzylearningcompany.com/steam-careers](http://www.rozzylearningcompany.com/steam-careers) after March 20, 2018.

## **DATA PRIVACY**

Entrants agree that personal data, especially name and address may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant’s identity, postal address and telephone number or to otherwise verify the participant’s eligibility to participate in the Contest.

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Sponsor to mail skill contests or sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: Rozzy Learning Company, 4240 Duncan Avenue, STE. 200, St. Louis, MO. Sponsor may use this notification system to prohibit mailing of all skill contests or sweepstakes to such individual.