

Back Off My Charter School Video Contest

The Back Off My Charter School Video Contest (“Contest”) is designed to provide an opportunity for students, parents and educators in charter schools (“Entrant” or “You”) to share why and how their school is making a difference for children and families, and to educate the public about why they made that choice, in particular.

OFFICIAL RULES

Please read these Official Rules before entering this Contest (“Contest”). THIS CONTEST IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

By participating in the Contest, you agree to be bound by these Official Rules. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between You and the Center for Education Reform with respect to the Contest. The Center for Education Reform reserves the right to cancel, modify, or suspend the Contest in its sole discretion.

No purchase or donation is necessary to enter or win.

Sponsor: The Center for Education Reform (“CER” or “Sponsor”) is organized and operated under section 501(c)(3) of the Internal Revenue Code, 1901 L St NW, Suite 705 Washington, DC 20036.

Eligibility: No purchase, payment or financial contribution is necessary to participate in the Contest and purchase, payment or financial contribution will not increase odds of winning. The Contest is open to U.S. citizens or permanent residents (i.e., must be able to show proof of legal permanent residence) of the United States who are older than thirteen (13) years of age as of January 1, 2016. Entrants who are under 18 years of age (or the age of majority under applicable law), must have obtained a parent’s or legal guardian’s prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to win the prize for their charter school, as described in these Rules. Contest is void outside of the United States, and where prohibited by law. The winning charter school must be located in the United States. Directors, officers, employees, and interns of Sponsor and any of its affiliated or related organizations, web masters and web suppliers, vendors, agents, professional advisors, consultants, contractors, fundraising counsel, and immediate families of each (parents, spouse, life partners, children or siblings, wherever they reside) and members of the households (whether related or not) are not eligible to win the prize.

Each Entrant is limited to a total of one (1) entry.

To be eligible to win a prize, entries must be completed and received by Sponsor as described in these Official Rules and as proscribed on the website and Entry form. Entries that do not include all required information or that fail to adhere to the Official Rules will be considered void and will not be eligible for consideration in this Contest. No entries other than those submitted in compliance with these Official Rules will be accepted. Sponsor retains the ultimate decision, in

its sole discretion, as to which Entrants are eligible and Sponsor reserves the right to cancel or reject any entries for any reason or for no reason. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that term.

By submitting an entry, Entrant agrees to these Official Rules, which are final and binding in all respects, and further agrees not to sue or assert any claim against Sponsor in connection with the Contest; provided, that if applicable law prohibits such a covenant, release or waiver of claims, Entrant hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement).

Prizes: There will be one (1) prize of One Hundred Thousand Dollars (\$100,000.00) awarded to the winning entrant's/entrants' charter school. The prize will be paid directly to the winning charter school.

No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Each Entrant and a parent or guardian (if the Entrant is a minor) must agree to abide by these Rules, and all Contest Winners and their parents/legal guardians are required to sign a release and affidavit.

The time of the prize distribution will be provided to the winning charter school in the prize acceptance documents.

Except as specifically provided herein, the prize does not include taxes or any other item not specifically described in these Official Rules, and all expenses for any of the foregoing are the sole responsibility of the prize winner. Prize cannot be used in conjunction with any other promotion or offer. The prizes may not be transferred or assigned except by Sponsor. Only the listed prize will be awarded and no substitutions, cash equivalents or redemptions will be made, except that Sponsor reserves the right to substitute any prize with another prize of equal or greater value in the event that the advertised prize (or any component thereof) is not available or cannot be awarded, in whole or in part, for any reason. Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of prize, is the sole responsibility of the winning charter school. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, regarding the use of the prize, the value or enjoyment of the prize, including, without limitation, merchantability, or fitness for a particular purpose. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded. Sponsor makes no representations or warranties concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations apply. Sponsor will not be liable for or replace any lost or stolen prize.

All expenses associated with the prize not specifically specified in these rules are the sole responsibility of the winning charter school. Winning charter school is responsible for any taxes including all Federal, State and Local taxes, if any, as well as any other taxes payable due to acceptance of the prize. Odds of winning depend upon the number of entrants. If required, the winning charter school is responsible for providing a Taxpayer Identification Number and other necessary information to Sponsor for the purpose of filing a Form W-9 and

Form 1099G with the Internal Revenue Service. The prize may be includable in the winning charter school's gross income. Award of prize to the potential winning charter school is subject to the express requirement that they submit to the Sponsor all documentation requested by Sponsor to permit it to comply with all applicable federal, state, and local tax reporting. The prize will be net of any taxes Sponsor is required by law to withhold. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the winning charter school. In order to receive a prize, the potential winner must submit tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or a representative for Sponsor or the relevant tax authority, all as determined by applicable law. The potential winner is responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternate potential winner.

Time: The Contest begins on August 30, 2016 12:01 a.m. EDT and ends at 11:59 p.m. EDT on September 26, 2016 ("Contest Period"). The winners will be determined on or before October 31, 2016. Late submissions will not be accepted. All dates are subject to change.

To Enter:

- (1) Participants must enter as directed at www.edreform.com.
- (2) Videos must be no longer than three (3) minutes.
- (3) No contribution is necessary to enter. Sponsor accepts no responsibility for submissions and/or Entry Forms lost or delayed, however caused.
- (4) Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrant.
- (5) Failure to submit all required information in the manner required in these Official Rules and/or any entry form may result in disqualification. Proof of online entry will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification by the Sponsor.
- (6) Participants are urged to follow additional video guidelines posted on the website.

All submissions must be original and created by the Entrant. Video must not incorporate or include anything that violates any law of the copyright, trademark, publicity right, privacy right or any other right of any third party. Any entry that does not satisfy all requirements of these Official Rules will be disqualified. Submissions cannot contain any third party copyrighted material, profanity, offensive language, nudity, pornographic or defamatory content, direct attacks on individuals or organizations, commercial appeals or other objectionable, inappropriate, or irrelevant content, the determination of which is solely in the discretion of Sponsor. No entry or its content may violate privacy, publicity or other rights of any person, firm or entity, may not in any other way violate applicable laws and regulations, and may not contain any copyrighted works, or constitute trademark or patent infringement (other than as owned by the Entrant), in each case, as determined by Sponsor in its sole discretion. The Sponsor reserves the right to disqualify any Entry it deems to be not in keeping with the Sponsor's image or that is profane, offensive, pornographic, defamatory, and/or inappropriate in the Sponsor's sole discretion. Sponsor retains the ultimate decision, in its sole discretion, as to which Entrants are eligible. In the case of any dispute, Sponsor's decision shall be final.

Sponsor is not responsible for any technical, computer, telephone, cable, network, satellite, electronic or internet hardware or software malfunctions, failures, connections, or availability, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, corrupted, garbled, jumbled, lost, stolen, misdirected, non-delivered or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with, or utilized in entering or conducting the Contest, or by any human error which may occur in the transmission or processing of the entries in this Contest. Sponsor assumes no responsibility for service provider/internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention, or the incorrect or inaccurate capture of entry information, Entry, or other information, or the failure to capture any such Entry or information. Sponsor assumes no responsibility for damage caused by computer virus or otherwise, to any computer resulting from Entrant's participation in the Contest. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access. Sponsor is not liable for unauthorized human intervention in any part of the entry process, printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest; the uploading, the processing of entries, the announcement of the Prize or in any related materials; late, lost, misdirected, undeliverable, damaged or stolen mail; or receipt or use or misuse of Prize awarded; or any typographical or other error in the printing of these Official Rules or any materials associated with the administration of the Contest or the announcement of the Prize. All Internet access and usage charges are the responsibility of the entrant. Sponsor is not responsible for, and hereby disclaims, any injury or damage to any Entrant's or any other person's computer or phone related to or resulting from participating in this Contest or downloading materials from or use of the website.

Sponsor reserves the right to cancel or reject any entries for any reason. Examples of reasons why Sponsor may reject entries include, but are not limited to, any entry which Sponsor deems (in its sole discretion) to be inappropriate; any part of any entry, which Sponsor deems (in its sole discretion) not desirable for association with Sponsor; and any failure to submit an Entry Form or other requested form or information. Sponsor may, in its sole discretion, remove, delete and/or disqualify any entries or any Entrant deemed to be inappropriate, ineligible or otherwise non-compliant.

Regarding the Entry and Entry Form, the Entrant represents and warrants that (a) the Entry Form is truthful and accurate in all respects, (b) the Video does not violate any law, regulation or any right of any third party, including but not limited to rights of copyright, trademark, patent, publicity or privacy or portrayal in false light, and does not contain material which is defamatory, slanderous, threatening, inflammatory, or libelous, or has been plagiarized, (c) he or she has obtained all of the rights, licenses and permissions in writing from any person for any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties prior to the submission of the Video, and (d) each Entrant understands that his/her Video and Entry Form must comply with all of these conditions in all respects.

Winner Selection:

All decisions of the Sponsor are final and binding. Sponsor reserves the right to conclude the Contest without selecting a winner. The following criteria will be used to evaluate each video:

a) Message- 40 points

- Does the video clearly, effectively and compellingly answer the required questions stated in the contest rules? Does the video do so within the time limit?
- Does the video truthfully illustrate your successful school experience?

b) Creativity- 20 points

Entries must creatively incorporate their message into their video. Creativity can be conveyed through many means.

The creativity of the video will be judged in terms of:

- Whether and to what extent the video grabs the viewer's attention in a unique and memorable way
- Whether and to what extent the video is relatable, relevant and memorable
- Whether and to what extent the video utilizes elements that are original and conveys the importance of charter schools.

c) Quality of video- 20 points

Videos provided in an unapproved format will not be considered.

The quality of each video will be judged in terms of:

- Whether the video contains grammatical or spelling mistakes.
- Whether the video exhibits competency and fluency in persuasive speaking.

d) Participation- 20 points

Participation within video will be judged in terms of:

- Whether and to what extent video illustrates passion and excitement
- Whether and to what extent video is by the student(s) with student voices
- Whether and to what extent there is community, school and student participation

In the event of a tie, the Winner will be the Entrant with the highest point total on the video. In the event of a tie score on the total video points, the Sponsor will look to subsection (a) above and select the video that most satisfies the mission criteria. Decisions of the Sponsor are final and binding.

Should a winning charter school choose not to accept the prize, if winner fails to return the winner affidavit and release materials, or if two (2) attempts to contact winner by phone and/or

email are not successful, or if prize is not otherwise claimed, there is no cash option and the prize is forfeited. Sponsor may require entrants and winning charter school to sign an affidavit of eligibility and liability/publicity release. The prize is not transferable or assignable and may not be redeemed or exchanged for cash or other alternative goods or services, except that Sponsor reserves the right to substitute a prize of equal or greater value for the prize or any part of it. A forfeited prize may be awarded to an alternative winning charter school. These Rules apply to all participants. Sponsor shall make all determinations as to whether the Rules have been met and the decision of the Sponsor is final.

The winning charter school will be notified by telephone and/or other means within fourteen (14) days of the winner being selected. To claim the prize, the winning charter school should follow the instructions and comply with the conditions contained in the notification. The winning charter school shall have fourteen (14) days after being notified to respond or forfeit the prize. Award of the prize will be made upon written acknowledgement of, and full compliance with, the requirements listed herein, including but not limited to, execution of an affidavit of eligibility, release of liability, and tax-related documents, as well as any other legal, tax or regulatory documents required by Sponsor in its sole discretion. Winner must satisfy all eligibility requirements the prize may be awarded. For the name of the winning charter school, send a properly stamped self-addressed envelope, to be received after November 30, 2016, to 1901 L St NW, Suite 705 Washington, DC 20036. Vermont residents may omit return postage.

Intellectual Property: Except where prohibited by law, by submitting the Entry and application each Entrant grants permission to post his/her name, and the Entry on the website for purposes of the Contest and further grants to Sponsor the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right to publish, display, broadcast, reproduce, use, sublicense (through multiple tiers), adapt, edit and/or modify, and create derivative works from, any such Contest materials and video, and Entrant's name, in any way, in any and all media whether now or hereafter known, without limitation and for any purpose (including commercial purposes, advertising, publicity, fundraising, promotion and sales), and without consideration to the Entrant and without further consent, compensation or approval, whether or not such contest materials are selected as a winning entry, along with the right of attribution. Each Entrant warrants and represents that he/she has obtained in writing all rights, approvals, releases and/or consents necessary to submit the video and Entry Form, and grant the stated permission to post the video (for example, the rights of publicity of persons other than the Entrant). Entries are not guaranteed to appear in any communication of Sponsor and Sponsor shall not incur any liability to the extent Sponsor chooses to refrain from using such information or Entry. Entrants that do not include all required information or that fail to adhere to the Official Rules will be considered void and will not be eligible for consideration in this Contest.

Entries and other submitted material become the property of Sponsor and will not be acknowledged or returned. By submitting an entry you give permission to Sponsor to use the name and comments of anyone whose name or comments are included in the video. Sponsor is not responsible for any unauthorized third-party use of any entry. Except as prohibited by law, the entrant(s) agrees to sign a liability/publicity release.

Except where prohibited by law, entry submission grants Sponsor the right in perpetuity to edit, adjust, modify, abridge, condense, and/or excerpt your video and/or comments in any way, in

any and all media without limitation, without compensation, and/or without notification to entrant or any third party included in the Video. The publication and/or other public use of your video or a portion of your video does not indicate that it is a winning entry in the Contest.

Except where prohibited by law, the entrant(s) of the winning entry consents to having his/her name, photograph and video published and used in a variety of media, including, but not limited to exhibits, advertising publications, the World Wide Web, marketing materials, publicity, promotion, editorial or illustration or for any other purpose that Sponsor deems appropriate, without compensation. The entrant(s) of the winning video further grants to Sponsor the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right to publish, display, broadcast, reproduce, use, sublicense (through multiple tiers), adapt, edit and/or modify, and create derivative works from, entrant's/entrants' name, biographical information and photograph, and video entry in any and all media whether now or hereafter known, without limitation and for any purpose (including commercial purposes, advertising, publicity, fundraising, promotion and sales), and without consideration to the entrant(s) and without further consent, compensation or approval. Entrant(s) of the winning video are not guaranteed to appear in any communication of Sponsor and Sponsor shall not incur any liability to the extent Sponsor chooses to refrain from using such information.

In addition to the rights granted in these Rules and except where prohibited by law, Sponsor reserves the right to share Entrant information in accordance with the Privacy Policy, if any, applicable to the Contest, and if there is no applicable policy, then in accordance with Sponsor's Privacy Policy. All personal information that is collected from parents or guardians is subject to the Center for Education Reform's Privacy Policy, located at: <https://www.edreform.com/privacy-policy/>.

Contest Disclaimers and Indemnification: In the event that the operation or administration of the Contest is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may, in its sole discretion, either: (a) terminate the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner in its sole discretion; and/or (c) substitute other prizes for any prize set forth in these Official Rules that becomes unavailable for any reason. The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process, or the operation of the Contest or acting in violation of these Rules.

If for any reason, the Contest cannot be conducted as planned by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest.

By participation in the Contest and acceptance of the prize, winner agrees to indemnify and hold Sponsor, its officers, directors, employees, agents, and all other companies associated with the Contest, harmless from any and all liabilities, for loss, harm, damage, injury, property damage, violations of rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), personal injury and/or death, costs, or expense whatsoever (including without limitation actual attorneys' fees and related costs) including, but not limited

to, claims against Sponsor in connection with the Contest or delivery, mis-delivery, acceptance, possession, use of or inability to use the prize; income tax; property damage, personal injury and/or death, which may occur directly or indirectly in connection with, preparation for, or participation in the Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity or in the Contest itself, and any travel related thereto, the negligence, intentional misconduct or illegal actions of Entrant, as well as any actions or omissions of Entrant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property), any use of such Entrant's Contest materials by the Sponsor, or exercise of any other rights granted to the Sponsors by such Entrant, including such rights granted pursuant to these Official Program Rules and Regulations, any claim that the Entry, application or other Contest materials supplied by Entrant infringes upon the rights of any third party, the actual or alleged breach of any representation or warranty made by Entrant, including those contained in these Official Program Rules and Regulations, and for any claims based on publicity rights, defamation or invasion of privacy, as well as any actions or omissions of Entrant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property). If applicable law prohibits such a covenant, release or waiver of claims, winner hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement). By entering and/or participating in this Contest, Entrant agrees that any and all claims, judgments and awards shall be limited to, and the maximum aggregate liability of the Sponsor to any Entrant or third party shall be limited to, the lesser of Entrant's actual out-of-pocket costs incurred, including costs associated with entering this Contest in accordance with the Official Rules, but in no event attorneys' fees, and Five Hundred Dollars (\$500), and under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and/or 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.

By entering and/or participating in this Contest, Entrant agrees that this Contest is governed by the laws of the District of Columbia, and any and all claims, disputes and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action and without use of a jury (Entrant hereby waives any right to a jury trial) in the federal or state courts located in the District of Columbia. By entering and/or participating in this Contest, Entrant signifies his/her knowledge of and agreement to be bound by the most current version of these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, shall be governed by and construed exclusively in accordance with the laws of the District of Columbia without giving effect to any principles of conflicts of law in any jurisdiction.

IN NO EVENT WILL THE SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY ACCESS TO OR USE OF THE WEBSITE OR THE DOWNLOADING FROM, UPLOADING TO, AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS-IS, WHERE-IS, WITH ALL

FAULTS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND WITH NO GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW OR MAY LIMIT THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ANY ATTEMPT BY AN ENTRANT OR OTHER PERSON TO DAMAGE ANY WEBSITE ASSOCIATED WITH SPONSOR OR ITS AGENTS OR UNDERMINING THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.