

**2020 STRONGER THAN HATE CHALLENGE
US/CANADA OFFICIAL RULES**

NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER.

**DEADLINE FOR COMPLETION OF ENTRIES IS JUNE 2, 2020
AT 11:59 PM PACIFIC TIME.**

**OPEN TO CERTAIN LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING PUERTO RICO,
THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS)
AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC)**

**BEFORE YOU MAY ENTER, YOU MUST OBTAIN PERMISSION FROM YOUR PARENT/LEGAL
GUARDIAN.**

1. SPONSORS: The University of Southern California on behalf of its USC Shoah Foundation – The Institute for Visual History and Education, 650 W 35th St #114, Los Angeles, CA 90089, together with its IWitness website (“Shoah Foundation”), and Discovery Education, Inc., 4350 Congress Street, Suite 700, Charlotte, NC 28209 (“Discovery Education”), together, “Sponsors”.

2. ELIGIBILITY: The “Stronger Than Hate” Challenge (“Challenge”) is open to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico, the U.S. Virgin Islands, and other commonwealths, territories and possessions) and Canada (excluding the province of Quebec) (the “Eligibility Area”) who are at least thirteen (13) years of age and who are students enrolled in 6th through 12th grade at a public, private, parochial, or home school located within the Eligibility Area, at the time of entry and when prizes are awarded (each, a “Student”). Employees, officers and directors of the Sponsors, Promotion Mechanics, Inc. (“Administrator”), their respective parents, subsidiaries, affiliates, advertising and promotion agencies, promotional suppliers, prize providers, and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (aforementioned individuals and organizations collectively, “Challenge Entities”) are not eligible. Sponsors’ determinations of eligibility are final and may be made at any time. VOID OUTSIDE THE ELIGIBILITY AREA, AND WHERE PROHIBITED BY LAW.

3. CHALLENGE TIMING:

- Entry “Submission Period”: The entry Submission Period begins at 5:00 PM Pacific Time (“PT”) on January 27, 2020 and ends at 11:59 PM PT on June 2, 2020.
- Judging: On or before June 23, 2020, eligible entries will be judged by the Sponsors’ designated judges in accordance with the judging criteria set forth in Section 8 below, to determine the winners.
- The winners will be announced at <https://www.teachingwithtestimony.com/#challenge> (the “Website”) on or around July 3, 2020.

Sponsors reserve the right to extend the Submission Period and/or change the timing of the subsequent dates as deemed necessary in their sole opinion. If such changes are made, the new timing will be noted at the Website and in these Official Rules.

4. BRIEF CHALLENGE DESCRIPTION/TERMS: Eligible Students, either working alone or in a group not to exceed four Students (“Student Group”), have the opportunity to find inspiration in the stories of survivors of genocide and create a Challenge entry in accordance with the instructions herein and as posted at the Website. If participating as a Student Group, the group members must name one Student as the “Student Group Leader”, who will submit the Challenge entry on behalf of the Student Group. For Student(s) to officially enter the Challenge, the Student submitting the entry must be registered by their parent/legal guardian as described in Section 5, and the entry must be submitted during the Submission Period. A Student may only work on one (1) Challenge entry, regardless of whether a Student chooses to

work alone or as part of an eligible group. Entries will be judged according to the process and criteria set forth in Section 8. Prizes are described in Section 9 below. Note that the value of any associated scholarship prize awarded to a winning Student Group will be divided equally among the Students in the Student Group. **There is a limit of one (1) entry per Student, regardless of whether that Student participates as an individual or in an eligible Student Group. Entries received in excess of this limit will be void.**

For the purposes of these Official Rules, the term Participant shall refer to any/all of the following: [a] a Student (including the Student's parent(s) and legal guardian(s) ("Parent") if Student has not yet reached the age of majority in his/her jurisdiction of residence (a "Minor")); and/or [b] the potential (or actual) recipient of a prize or other opportunity under this Challenge. Participation in the Challenge constitutes each Participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors, Administrator, and Judges, which are final and binding.

By participating in this Challenge, each Participant agrees to release, indemnify and hold harmless the Challenge Entities, Discovery Inc., YouTube, and Facebook, any prize providers, and any website companies hosting and promoting the Challenge, together with their respective parent companies, affiliates, auxiliaries, subsidiaries, advertising and promotion agencies, and the officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties"), from and against any and all injuries, liability, losses and damages of any kind resulting from their participating in the Challenge (including, but not limited to, traveling to, preparing for or participating in any Challenge-related activity) or their acceptance, use or misuse of a prize (or any part of a prize), including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. Further, participation constitutes each Student's agreement that they have obtained permission from their Parent prior to participating in the Challenge.

A separate UK challenge will be offered; see the Website for details.

ALL ELIGIBLE SUBMISSIONS MAY BE FEATURED ON THE SPONSORS' WEB PAGES AND/OR SOCIAL MEDIA ACCOUNTS.

5. PARENTAL CONSENT AND REGISTRATION: During the Submission Period, Parents of Students participating as individuals (and Parents of Student Group Leaders) must visit <https://www.teachingwithtestimony.com/#challenge> and follow the on-screen directions to complete the online Parental Consent Form ("Consent Form") and submit it so it is received in accordance with the directions found on the form. These Parents will also be prompted to set up a username for the Student during completion of the Consent Form. Upon successfully completion of the Consent Form, the Parent will receive an email from the Sponsors, prompting the Parent to follow a link in the email to set a password for the Student.

Note that the online registration/consent process above is to be completed only by Parents of Students participating as individuals, and Parents of Student Group Leaders. Parents of Students who are participating in a Student Group (but who are not a Student Group Leader) should not complete the online registration/consent process.

Once the Parent completes this process and provides the username and password to the Student, the Student may use the username and password in order to complete the entry. The entry must be completed, submitted and received no later than **11:59 PM PT on June 2, 2020**. The Challenge Entities hereby disclaim any liability for any disputes between Student Group members arising under or related to the Challenge.

If the Parent of a Student (or in the case of a Student Group, the Parent of the Student Group Leader) does not submit the Consent Form described above during the Submission Period, the Student and/or Student Group will not be permitted to enter the Challenge.

Multiple Participants are not permitted to share an email address. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to register for the Challenge at the actual time of registration will be deemed to be the applicable Participant, who must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address.

6. TO CREATE AND SUBMIT A CHALLENGE ENTRY:

STEP 1: Complete the Interactive Module: Before you start your project, ensure that you have completed the Stronger Than Hate interactive module at <http://www.teachingwithtestimony.com/sites/default/files/stronger-than-hate-module>.

***TIP:** As you create your project, you can feel free to go back and review the module again to refresh your memory or reflect on the lesson.*

STEP 2: Brainstorm Ideas: Work individually or as a team (up to 4 members) to begin brainstorming ideas for your challenge submission. The ultimate goal of your project is to showcase the power of story and its ability to connect people, build empathy, and bring members of the community together.

Start by reflecting on the following:

- Where do you see hate in your community (e.g., school, town, city, state, etc.)?
- Think about how and when you, your family and/or friends have been impacted by it.
- Think about the stories you heard through the testimonies in the interactive [module](#) or on the [Teaching with Testimony website](#). You will need to reference specific testimony in your final project and artist's statement.

***TIP:** Your final submission can take multiple forms – including videos (must be 3-4 minutes in length), poems, songs, blogs, paintings, and artwork. Simply ensure your work can either be linked as a YouTube URL to or uploaded (in PDF, JPEG, or DOC format). For projects that may need additional context, there will also be an additional opportunity to upload additional supporting materials along with your artist's statement.*

STEP 3: Create Your Project: Review the additional entry restrictions and requirements in Section 7 below, and the judging criteria in Section 8 below, to make sure your submission meets the criteria and has the opportunity to win.

***TIP:** When you submit your final project, you will be asked to answer the following questions for your artist's statement. Review these questions prior to completing your project in order to make sure your project is meeting the goal of the challenge.*

Artist's Statement: Write down in 5-10 sentences to answer the following questions:

- How did testimony impact you? How did it influence your project?
- How have you (or how will you) use your story (in any of the accepted forms) to build empathy and show our shared humanity to ultimately counter hate in your community? Will you share your story on social media to start a conversation? Involve individuals of different faiths to perform a song to a diverse audience? Put on an art show at your school to inspire others to talk about their identity? The possibilities are endless, but stronger consideration to win will be given to entries that show how they are already sharing their project to counter hate.

STEP 4: Submit Your Project: Using the username and password that your Parent provided to you, log in to <https://www.teachingwithtestimony.com/#challenge> during the Submission Period and follow the provided instructions to complete the Challenge entry form and Artist's Statement, provide the YouTube

URL link to your entry video (or upload your entry in in PDF, JPEG, or DOC format, as applicable) and provide any additional requested entry information in accordance with the instructions detailed at the Website, which are incorporated herein by reference. In the event of any inconsistency between such instructions and these Official Rules, the terms of these Official Rules shall prevail.

Once the entry form is completed, click the “Save and Submit” button at the bottom of the form so that the entry is received by Sponsors’ server no later than **11:59 PM PT on June 2, 2020**. If you would like to save the work prior to submitting the entry, you may click the “Save for Later” button at the bottom of the entry form, then return prior to 11:59 PM PT on June 2, 2020 to update the entry information and click the “Save and Submit” button at the bottom of the entry form. Once an entry form has been submitted, no further edits are permitted (unless edits to an entry are specifically requested by Sponsors or their designee as further detailed in Section 11 below). If an entry form has not been submitted by 11:59 PM PT on June 2, 2020, the entry will not be included in the Challenge judging.

There is a limit of one (1) entry per Student, regardless of whether that Student participates as an individual or in an eligible Student Group. Entries received in excess of this limit will be void.

7. ADDITIONAL ENTRY REQUIREMENTS AND RESTRICTIONS:

Entries must reference (including by way of including a clip or quote from) a testimony from the interactive [module](#) or from <https://www.teachingwithtestimony.com/testimony> which motivated the Student(s) action (the “Testimony”).

Do not include any logos, brand names, or trademarks in your entry, other than those owned by the Sponsors (the “Provided Elements”). Entries which contain logos, brand names, or trademarks or promote any brand or product other than those belonging to the Sponsors may be disqualified at the Sponsors’ sole discretion; however, the Sponsors may choose not to disqualify an entry which includes a trademark or logo if the Sponsors determine in their sole discretion that the inclusion of such trademark or logo is incidental. A Student (together with his/her Parent) may be asked to sign an affidavit stating that Student was not paid a fee, either monetary or in-kind, to promote an included trademark, logo or branded product.

Student(s) must work independently on the development of their entry with minimal help or direction from others. If your entry includes the name, image, likeness and/or voice (“Likeness”) of any people (besides you, your other Student Group members if applicable, and those people appearing in the Testimony), you must obtain written permission from each person (and if a minor, his/her parent/legal guardian) whose Likeness is included in the entry. You further represent and warrant that such person(s) have granted you all necessary rights to use their Likeness, and that you will make written copies of such permissions available to the Sponsors upon request.

Apart from any elements of the Testimony included in your entry, the concept, ideas, and language used in the entry must be wholly original to the applicable Student(s). Entries must be submitted in English, or have English subtitles.

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

Participants must not engage in any violent, dangerous, or illegal behavior in creating an entry.

The Sponsors reserve the right in their sole discretion to disqualify any entry at any time which, in the Sponsors’ reasonable opinion: [a] is deemed to be immoral, obscene, profane, defamatory or not in keeping with the Sponsors’ image; [b] contains dangerous conduct, stunts or tricks that could lead to

physical injury or property damage; [c] endangers the safety or well-being of any person; [d] violates any law or regulation; [e] violates or infringes (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased; [f] invades the privacy or publicity rights of any person, living or deceased; [g] defames, misrepresents or contains disparaging remarks about Sponsors or their products, or other people, products or companies; or [h] is in violation of these Official Rules. For the avoidance of doubt, the Testimony is considered by Sponsors not to conflict with any of the foregoing requirements.

By entering the Challenge, each Participant warrants that their entry is an original creation of the applicable Participant(s); has not been entered into any other contest or won any award; and that the applicable Participant(s) are aware of no conflicting rights in the submission or claims to the submission, including but not limited to copyright or other intellectual property right.

Further, by participating, each Participant: (a) agrees to waive any claim for reimbursement for any equipment or materials necessary to submit an entry regardless of whether or not any particular entry is selected for any prize; (b) acknowledges that much of the material that will be submitted as part of the Challenge may embody materials, suggestions, or ideas substantially similar to those which have been developed by others or by the Sponsors and hereby acknowledges that any similarity is purely coincidental and unavoidable in light of the volume of ideas that the Sponsors routinely use and consider in the course of each of their business activities, and understands that they will not be entitled to any compensation because of use by the Sponsors of any materials similar to their entry; (c) hereby waives any right to any claim or liability with respect to the Sponsors' use of similar materials; and (d) understands that submitting any element that is copyrighted by another individual will result in the applicable Participant(s) and their parent(s)/legal guardian(s) being responsible for any legal action the legal copyright holder might take against any of the Released Parties.

By participating, Participants agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties or any other person or entity, on the grounds that any use of an entry or any derivative works, infringes any of their rights, including, without limitation, copyrights and moral rights. Each Participant further acknowledges that unless his/her entry is chosen as a winner, the Sponsors are in no way obligated to broadcast, publish or use the entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between a Participant and the Sponsors. In no way is a Participant to be construed as the agent or to be acting as the agent of the Sponsors. The Sponsors are not responsible for unauthorized third-party use of any entry.

Participants may be required to obtain written permission and/or provide releases, as solely determined by the Sponsors, to post the entry and/or to otherwise use the entry in accordance with the requirements of this Challenge, and the advertising, promotion, and publicity of this Challenge, and Official Rules. The form of any such permission or release will be as solely determined by, or acceptable to the Sponsors. Failure by the Sponsors to request such permission(s) and/or release(s) is not a waiver of the Sponsors' right to require the same, and Participant(s) acknowledge that failure to comply with any such request may cause disqualification.

Nothing herein shall grant in any Participant or any other individual any right, title or interest in the names, logos or other marks of the Sponsors, or the Testimony. Participants and other individuals shall not use the name, logos or marks of the Sponsors, or the Testimony, in any public communication, except as contemplated herein, without the express written permission of Sponsors.

If you wish to include a video in your Challenge entry:

- First, create video of between three and four minutes in length, which confirms to the requirements of these Official Rules and the instructions posted at the Website.
- Next, if you have not done so already, create a registered user account at www.youtube.com and agree to all applicable terms at that site. There is no fee or charge to become a registered user of YouTube. YouTube is not a sponsor of this Challenge, nor does it endorse or administer the

Challenge. Entry video file size limitation and file format must adhere to YouTube specifications. Further, entries which do not comply with the YouTube Community Guidelines will be disqualified.

- Then, access your YouTube account, upload your entry video, title the video “Stronger Than Hate Video Submission – [Your title]”, set your video’s privacy settings to “Public”, and note the unique URL that YouTube has given your video. You will need to include the URL on the Challenge entry form as described in Section 6 above. Entry videos may not be submitted in any other format or through any other digital channel.
- In order for an entry video to be considered for judging, the applicable Participant must maintain their YouTube account in good standing and must continue to host the video, with the video’s privacy settings set to “Public” and at the same URL disclosed in the Challenge entry, through July 31, 2020 (unless asked by Sponsors to remove the video from YouTube prior to this date).
- By participating, each Participant agrees to provide a digital copy of the entry video in native format to the Sponsors upon request, and remove the entry video from YouTube as directed by the Sponsors.
- Note that simply uploading an entry video to YouTube does not constitute entry into the Challenge; See Section 6 above for entry submission instructions.

8. DETERMINATION OF THE WINNERS: On or by June 23, 2020, all eligible entries will be judged by a panel of qualified judges selected by Sponsors, according to the following criteria (the “Judging Criteria”):

- **Connection to Activity (15%)** - The project strongly shows the Student has completed and understood the challenge module and has learned the power of story and testimony.
- **Connection to Testimony (25%)** - A relevant and inspirational clip of testimony (found at <https://www.teachingwithtestimony.com/testimony>) is referenced in the project and is explicitly named in Artist Statement: Connection to Testimony.
- **Demonstration of the Power of Story (30%)** - The project and Artist’s statement together showcase the power of story to counter hate.
- **Project Creativity (15%)** - The project is communicated in an engaging, original and creative manner. No medium (video, painting, blog, musical performance etc.) will be given more weight. Please choose the project format that most inspires you.
- **Story/Project Activation to Generate Social Impact (15%)** - Students are able to articulate how they have or will use their project to build empathy and show our shared humanity – and ultimately counter hate in their community (this should be done in the Artist’s Statement). More weight will be given to Students who have already started activating their story by sharing it.

The highest scoring entry will be deemed the National First Place Winning Entry, the second highest scoring entry will be deemed the National Second Place Entry, and the third highest scoring entry will be deemed the National Third Place Entry, all pending verification of eligibility and continued compliance with these Official Rules by the applicable Participants.

The decisions of Sponsors and judges are final. Odds of winning depend on the relative skill of the applicable Students. In the event of a tie at any level, the tie will be broken based on the highest “Demonstration of the Power of Story” score. In the event any tie remains after applying this first tiebreaker, the “Connection to Testimony” score will be used as a secondary tiebreaker.

Where permitted by law, the Participants associated with each winning entry each agree: (1) to grant to the Sponsors an irrevocable and perpetual, royalty-free, worldwide license, in all media (now known or later developed) to assign, use, publish, perform, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, and create derivative works of entries and any other submitted materials, for commercial or non-commercial use, without further permission; (2) to permit Sponsors to use a participating Student’s name, photograph, likeness, entry and other submitted materials, biographical information, voice, voice likeness, and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to within the Sponsors’ websites in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request if required in addition to the terms of this document; and (3) without additional compensation, to appear

for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by the Sponsors. Failure to make such appearances or grant such rights may result in disqualification, in which case the next highest scoring applicable entry would be deemed the winner, pending verification and continued compliance with these Official Rules by the applicable Participants. While not obligated to do so, the Sponsors may in their sole discretion bear such reasonable costs and expenses for a winner or potential winner to appear for a presentation or other activity.

Notwithstanding any other provision of these Official Rules, if at any time during the Submission Period or at any time thereafter, the Sponsors determine that not enough or no eligible entries exist from which to determine any one or more of the prize winners, then the Sponsors may in their sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Challenge or modify it (or any parts thereof) in any equitable manner that the Sponsors deem appropriate in their sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these rules.

9. PRIZES:

- The Student(s) who created the National First Place Winning Entry will receive a US\$6,000 scholarship awarded in the form of a check, plus a trip to the USC Shoah Foundation to meet powerful storytellers and changemakers (the "Trip", as further detailed in Section 10 below). Approximate retail value of the Trip is US\$1,200 per participant.
- The Student(s) who created the National Second Place Entry will receive a US\$3,000 scholarship awarded in the form of a check.
- The Student(s) who created the National Third Place Entry will receive a US\$1,000 scholarship awarded in the form of a check.

Note that the value of any associated scholarship prize awarded to a winning Student Group will be divided equally among the Students in the Student Group. All taxes on prizes and all expenses related to acceptance and use of the prizes not specified are the sole responsibility of the applicable prize recipient. Sponsors reserve the right to withhold any portion of a prize deemed necessary for compliance with tax withholding requirements, and to forward such portion to the applicable taxing authority on behalf of a winner. No prize transfer. No prize substitution or modification, in whole or in part, except by the Sponsors due to prize unavailability, safety or security considerations, or any other reason as solely determined by the Sponsors in which case a prize of comparable or greater value will be awarded. At Sponsors' sole discretion, prizes may be provided by a prize provider whose name may be added to these Official Rules at any time. A prize provider is not a sponsor or administrator of this Challenge and is not responsible for development, execution or enforcement of the Challenge terms and requirements.

10. TRIP TERMS AND DETAILS: The Trip consists of round-trip coach air travel for winner (or members of the winning Student Group, as determined by Sponsors in their sole discretion) from a major commercial airport near winner's residence (as determined by the Sponsors); hotel stay for 2 days/1 night (up to quad occupancy, as determined by Sponsors in its sole discretion); attendance at a meet-and-greet event with storytellers at USC Shoah Foundation (as selected by Sponsors in its sole discretion), and ground transportation between airport/hotel and hotel/event. Actual value will be determined by winner's residence and seasonal rates. All other expenses not specifically mentioned are the sole responsibility of each traveler. Travel and accommodations are subject to availability and certain restrictions. Air carriers, hotels and other transportation will be selected by the Sponsors. Trip must be taken at a time to be determined by the Sponsors or Trip portion of the prize will be forfeited in its entirety. If any element of the trip is cancelled, postponed, or otherwise unavailable, as determined by the Sponsors in their sole discretion, the remaining portion of the applicable prize will be awarded as complete and final compensation, and no substitute compensation will be offered.

The Sponsor reserves the right in its sole discretion to choose a winning Student's parent/legal guardian or another individual to act as a chaperone for the Student(s) on the Trip. In the case of a group of 2-4 Students traveling on the Trip together, Sponsor reserves the right to designate no more than one (1) chaperone. Chaperone will be required to complete an affidavit of eligibility, liability and (where legal)

publicity release prior to issuance of travel documents and within the time period specified in the notification document. In the event a chaperone does not complete and return these documents in a timely manner, the Sponsor reserves the right in its sole discretion to select an alternate chaperone. For the avoidance of doubt, a Chaperone will receive all elements of the Trip, and all applicable travel conditions and restrictions in these Official Rules shall also apply to chaperone's travel. Each Minor traveler's Parent must agree in writing to allow the applicable chaperone(s) to accompany and supervise the Minor traveler during the Trip, and the applicable chaperone(s) must agree in writing to supervise the applicable Minor traveler(s) during the Trip. Further, a chaperone must provide hotel with a major credit card issued in his/her to cover room security and incidental expenses, if any.

If a traveler resides within a 200-mile radius of the Los Angeles, CA, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for any difference in prize value. All travel arrangements must be made through Sponsors. Travelers must travel on the same itinerary, must each provide proper documentation for travel (including government issued picture identification and/or passport, as required), and will be responsible for all necessary travel authorizations. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsors. Additional prize award details and travel information may be provided to the winner(s) at the time of notification. Travelers are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsors have not and will not obtain or provide travel insurance or any other form of insurance. Travel and lodging are subject to the terms and conditions set forth herein, and those set forth by the selected transportation carrier(s) and lodging providers. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein are not included as part of any prize package and are solely the travelers' responsibility, including, but not limited to: taxes, additional meals and beverages, additional ground transportation, additional activities, travel insurance, bag check fees, parking fees, laundry service, merchandise, souvenirs, telephone calls, tips, gratuities and service charges.

Further, Sponsors reserve the right in their sole discretion: [a] to determine in their sole discretion whether the National First Place winning Student or Student Group had a most influential educator who inspired them in their participation in the Challenge, and if Sponsors determine that such an educator exists; [b] to invite that educator to attend the "meet-and-greet event with storytellers at USC Shoah Foundation" portion of the Trip (the "Event"), at the educator's own expense. By attending the Event, the educator shall be deemed to have certified that their attendance does not conflict with: [i] any school or district policy or any other policies with which they are required to comply; [ii] any applicable laws or regulations, or, if applicable; [iii] any contract term between Discovery Education and the applicable school district. It is the educator's sole responsibility to obtain all necessary approvals from their employer prior to participating in the Event, including but not limited to making time-off arrangements if needed (for which no compensation is available from the Sponsors). For the avoidance of doubt, an educator's attendance at the Event includes no transportation, meals, or lodging, and has no retail value. If invited, the educator will be required to complete an affidavit of eligibility, liability and (where legal) publicity release by the date specified in the educator's invitation. If the educator does not complete and return these documents in a timely manner, the educator will not be permitted to attend the Event.

Released Parties maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, or other person or entity furnishing service, products, or accommodations as a part of a prize or other opportunity provided under this Challenge. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to: [a] by wrongful, negligent, or unauthorized act or omission on the part of any of those suppliers or any of their agents, servants, employees, or independent contractors; [b] by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any of those suppliers; [c] by the wrongful, negligent, or unauthorized act or omission

on the part of any other person or entity not an employee of the Released Parties; or [d] by any cause, condition, or event whatsoever beyond the control of the Released Parties.

11. WINNER NOTIFICATION AND ADDITIONAL PRIZE RESTRICTIONS: The potential winners will be notified by email and/or telephone (at the Sponsors' discretion), and will be sent an email including an affidavit/documentation of eligibility and liability release, intellectual property release and perpetual license agreement, (where legal) a publicity release, and any other documentation Sponsors deem necessary to verify the potential prize recipient's eligibility and the applicable entry's compliance with these Official Rules, and to effect Sponsors' intended use of an entry. In the case of potential winning entry submitted by a Student Group, only the Student Group Leader will receive this email, and the Student Group Leader will be responsible for timely forwarding the email and requested documents to each of the other Student Group members. Each potential winner (and if a Minor, the Minor's winner's Parent[s]) will be required to complete and return the aforementioned applicable documents within three (3) full business days (measured in the local time zone) from the time of request by Sponsors or Sponsors' designee. Any potential recipient of prizes valued at \$600 or more will be required to complete and return an IRS W-9 form or equivalent. Additionally, the Sponsors reserve the right to request, from any entrant and at any time, an edited version of an entry, where such edits are deemed necessary but do not to materially improve the quality of the entry, all as determined by the Sponsors, to be returned within three (3) full business days (measured in the local time zone) from the time of request by Sponsors or Sponsors' designee. Failure to timely complete and return the properly signed affidavit and releases or other prize documentation and requested materials, or if a potential winner chooses to decline a prize for any reason, or fails to comply with any requirement of these Official Rules, may result in disqualification. Return of any prize/prize notification as undeliverable, or inability of the Sponsors to contact potential winner(s), may also result in disqualification. In the event of disqualification, at Sponsors' sole discretion the applicable prize may be awarded to an alternate winner selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. If any prize remains unclaimed after three potential winners have been notified for that prize, the prize may remain unawarded. No responsibility is assumed by the Released Parties for any incorrect or missing postal address, email address or phone number associated with an entry, or any change of address, email or phone number of a participant after entry submission. Any prize details not specified herein will be determined by the Sponsors. Prizes are not transferable or refundable and must be accepted as awarded. No other substitutions may be made, except by the Sponsors, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of comparable or greater value. The Released Parties will not be liable for any delay, curtailment or non-occurrence of any part of the Challenge or prizes, which in each case arises from any cause or causes beyond the Released Parties' reasonable control including without limitation any of the following: act of God, governmental act, war, terrorism, adverse weather conditions, fire, flood, explosion or civil commotion. Prize recipients are solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of prizes not specified herein as being included. Prizes are awarded "as is" with no warranty or guarantee, either express or implied.

12. RESTRICTIONS, RIGHTS AND RELEASE: By participating in any aspect of the Challenge, Participants hereby agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of such participant's entry, or such participant's conduct in creating an entry or otherwise in connection with this Challenge, including but not limited to: claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. By participating, each Participant agrees to grant the Sponsors: (1) an irrevocable and perpetual, royalty-free, worldwide license, in all media (now known or later developed) to assign, use, publish, perform, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, and create derivative works of entries and any other submitted materials, for commercial or non-commercial use, without further permission; and (2) to permit Sponsors to use a participating Participant's name, photograph, likeness, entry and other submitted materials, biographical information, voice, voice likeness, and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to within the Sponsors' websites

in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request if required in addition to the terms of this document.

Released Parties are not responsible for and shall not be liable for: [i] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [ii] failed, incomplete, garbled or delayed computer transmissions; [iii] late, lost, misdirected, corrupted, delayed, stolen or incomplete entries, links, emails or mail; [iv] errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the processing or judging of entries, the announcement of the prizes, or in any Challenge-related materials; [v] any disputes between any Participant(s); [vi] changes to social media platform policies and procedures that may interfere with the operation of the Challenge; or [vii] any condition caused by events that may cause the Challenge to be disrupted or corrupted.

In the event that the operation, security, or administration of the Challenge (or portion thereof) is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsors may, in their sole discretion, either: [1] suspend the Challenge to address the impairment and then resume the Challenge (or portion thereof) in a manner that best conforms to the spirit of these Official Rules; [2] award prizes according to the Judging Criteria from among the nonsuspect, eligible entries received up to the time of the impairment; or [3] to proceed in such a manner as may be deemed fair and equitable by Sponsors in their sole discretion. In the event of any discrepancy between the English language version of these Official Rules and any other translated versions, abbreviated versions, or Challenge-related advertising or disclosures, the English language version of these Official Rules shall prevail.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made via the authorized website address listed above. Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or email address, including but not limited to commercial contest and sweepstakes subscription notification and/or entering service sites. Any person who enters by any of the methods described above will be disqualified. The Sponsors reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Challenge or Website; to be in violation of the Terms of Service of the Sponsors' websites; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating in this Challenge, each Participant agrees to waive any right to claim ambiguity or any deficiency in these Official Rules or the Challenge, including its administration. The Challenge and Website are provided by Sponsors on an 'AS IS' basis. Released Parties make no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials, or products included on the Website. **TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

13. PRIVACY AND COLLECTION OF INFORMATION: Information submitted in connection with the Challenge will be treated in accordance with these Official Rules and the Sponsors' Privacy Policies (as may be amended from time to time), currently located at <http://www.discoveryeducation.com/who-we-are/privacy/> and <https://iwtitness.usc.edu/sfi/PrivacyPolicy.aspx>; provided, that in the event of any conflict between these Official Rules and either Privacy Policy, the terms and conditions of these Official Rules shall prevail. Participants agree that personal data may be processed, shared, and otherwise used for the

purposes and within the context of the Challenge and any other purposes outlined in these Official Rules, including by Sponsors and/or Administrator to verify a Participant's identity or to otherwise verify a Participant's eligibility to participate in the Challenge.

14. GOVERNING LAW/DISPUTES: Except where prohibited, each Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Challenge, or any prizes awarded, or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge and in no event will a Participant be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will a Participant be permitted to obtain awards for and each Participant 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) each Participant's remedies are limited to a claim for money damages (if any) and each Participant 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 Participants, or the rights and obligations of the Released Parties in connection with the Challenge, 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. Further, if any provision of these Official Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions.

15. LIMITATION OF LIABILITY: WITHOUT LIMITING THE FOREGOING, THE CHALLENGE AND WEBSITE ARE PROVIDED "AS IS" 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

16. WINNERS LIST: A list of winners will be available online at <https://www.teachingwithtestimony.com/#challenge> on or around July 3, 2020.

Questions? Email us at StrongerThanHateChallenge@discoveryed.com.

Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.
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