

## DISCOVERY EDUCATION AND USC SHOAH FOUNDATION

### “STRONGER THAN HATE” VIDEO CHALLENGE OFFICIAL RULES

The following “Official Rules” form part of the promotion information and rules for the “Stronger Than Hate” Video Challenge (“**Challenge**” or “**Competition**”), and should be read in conjunction with the Discovery Competition General Official Rules and Conditions:

<https://teachingwithtestimony.com/challenge-uk>

For the avoidance of doubt if there is any inconsistency between these Official Rules and the Discovery Competition General Official Rules and Conditions, these Official Rules shall prevail.

1. These Official Rules are entered into by Discovery Education Europe Limited (“**Discovery**”), The University of Southern California on behalf of its USC Shoah Foundation – The Institute for Visual History and Education, together with its IWitness website (“**Shoah Foundation**”) (collectively known as the “**Promoters**”) and the Entrant (“**Entrant**” or “**Entrants**”).
2. By entering this Competition, the Entrant will be deemed to have read and understood these Official rules and to have agreed to be bound by them. If the Entrant does not agree with any of these Official Rules, they should not enter the Competition.
3. The Competition will run from 17:00 GMT on Tuesday 15 January 2019 and closes on 20:00 GMT on Sunday 14 July 2019 (the “**Competition Period**”). Entries received after this time will not be valid for entry into the Competition. Entries or claims that are incomplete or late or those not in accordance with all the entry instructions are invalid.
4. The Competition is a game of skill, chance plays no part in determining the winner/s.

#### 5. Eligibility

- 5.1. Entrants must meet the eligibility requirements as specified herein. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of any prize.
- 5.2. The Competition and its prize(s) are open and available to school children in the UK aged between 13 and 18 years old (“**Pupil**”) **on date that they enter the Competition**. This excludes children of employees of the Promoters and their immediate families, the children of Promoter’s agents or anyone professionally associated with the Competition.
- 5.3. Pupils must be registered by a teacher or parent/legal guardian and also obtain either online or written parental or guardian consent to enter and claim a prize. The Promoters may ask the winner (and/or their parent/legal guardian) to provide proof of age.
- 5.4. Each Pupil’s parent(s) or legal guardian(s) (“**Parent**”) unconditionally agrees to all conditions of these Official Rules on behalf of such Pupil, and further agrees to co-sign any required documents if such Pupil is chosen as a potential winner.
- 5.5. For the purposes of these Official Rules, the term Participant shall refer to any/all of the following: [a] a Pupil (including the Pupils’ parent(s) and legal guardian(s) (“**Parent**”) if Pupil has not yet reached the age of majority in his/her jurisdiction of residence (a “**Minor**”)); [b] a participating Parent; [c] a participating teacher (who must be 18 years of age or older, a legal resident of the Eligibility Area, and a formal or informal educator; each a “**Teacher**”); and [d] any potential prize recipient. By participating in this Challenge, each Participant agrees to be bound by these Official Rules and warrants that his/her participation in the Challenge complies with all requirements set out in these Official Rules.
- 5.6. By entering, the Pupils agree that receipt of any prize is conditional upon the Pupil providing personal data within a timeframe and in a form as required by a third party for purposes of prize fulfillment only. More details can be found on Discovery’s website <https://www.discoveryeducation.co.uk/privacy-policy>.
- 5.7. By entering, the winners agree to participate in any publicity or promotional activities as may be reasonably required by the Promoters with no recompense. The Promoters reserve the right to use the names and counties of winners in any publicity relating to the Competition.

- 5.8. Furthermore, by entering the Competition, the Pupils agree that any personal information provided may be held and used only by the Promoters or their agents and suppliers to administer the Competition.
- 5.9. Discovery reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that any Pupil or Parent associated with the entry has not agreed to or complied with these Official Rules.
- 5.10. No purchase is necessary to enter the Competition.

## 6. Competition Description

- 6.1. Eligible Pupils, either working alone or in a group not to exceed four Pupils (“**Pupil Group**”), have the opportunity to create an original video in accordance with the Video Challenge outlined in Section 7.
- 6.2. Limit one (1) entry per Pupil/Pupil Group. A Pupil may only work on one (1) video, regardless of whether a Pupil chooses to work alone or as part of an eligible group.
- 6.3. Prizes are described in Section 11 below.

## 7. Parental Consent and Parental/Teacher Registration

- 7.1. Starting at 17:00 GMT on Tuesday 15 January 2019 an eligible Pupil’s Parent must visit <https://www.teachingwithtestimony.com/challenge-UK> (“**Competition Website**”) and follow the on-screen registration directions (“**Registration Form**”). Once the Teacher or Parent completes the registration process for the Pupil(s), the Teacher or Parent will be provided with a username and password for each Pupil, which the Teacher or Parent must provide to the Pupil(s) so that the Pupil(s) can then use the username and password to log in to the Website and complete their entry. Note that for groups of 2-4 Pupils participating together, the Teacher or Parent must designate a Pupil Group leader during the registration process, and that Pupil Group leader will be responsible for completing the entry process on behalf of their Pupil Group.
- 7.2. Multiple Teachers or Parents 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 Teacher or Parent, 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.
- 7.3. **Parent/Teacher must complete Registration Form prior to 20:00 GMT on Sunday 14 July 2019.**
- 7.4. The Promoters hereby disclaim any liability for any disputes between Team members arising under or related to the Competition.
- 7.5. **If a Parent/Teacher of a participating Pupil (or in the case of a Pupil Group the applicable Pupil Group leader) does not submit Consent Form and Registration Form as described on the Competition Website in addition to completing the Entry Video submission described in Section 8 by the applicable deadlines stated above, the applicable Pupil and/or Group will not be permitted to enter the Competition. Further, Groups will be disqualified if a properly completed Consent Form is not received for each Group Member.**

## 8. The Challenge

- 8.1. Pupils, or Pupil Groups must create an original video **of between three and four minutes in length**, by following the Challenge Activities process available at the Website.
- 8.2. Each Entry Video (the “**Entry Video**”) must include the following: A) at least one clip from a testimony in Teaching With Testimony that motivated the Pupil(s) action (“**Testimony**”, available at <https://www.teachwithtestimony.com/testimony>); B) the action taken to make a difference: C) the impact of the Pupils(s) who was impacted and how were they impacted.

## 9. Entry Video Submission

- 9.1. To upload your Entry Video, the Parent/Teacher of the applicable Pupil (or for an Entry Video created by a Group, the Parent/Teacher of the Pupil Group Leader) must first create a registered user account at [www.youtube.com](http://www.youtube.com) and agree to all the applicable terms at the site. There is no fee or charge to become a registered user of YouTube. YouTube is not a Sponsor of this Competition, nor does it endorse or administer the Competition. 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.
- 9.2. Access your YouTube account and upload your Entry Video, title the video “Stronger Than Hate Video – [Your title]”, set your video’s privacy settings to “Unlisted”, and host the video with the same unique URL that YouTube has given your video and settings through to 14 July 2019 (unless asked by Sponsors to remove the video from YouTube prior to this date).
- 9.3. During the Competition Period, the Pupil must visit <https://www.teachingwithtestimony.com/challenge-UK> and log in by using his/her username and password.
- 9.4. At the entry page, the Pupil will be prompted to provide the unique YouTube URL for his/her Entry Video and provide any additional requested entry information (including a properly completed Consent Form for each additional Team member, if Pupil is submitting an Entry on behalf of a Group), and complete the entry process in accordance with the instructions detailed at the Website, which are incorporated herein by reference.
- 9.5. The entry process must be completed no later than 20:00 GMT on Sunday 14 July 2019. No entry video URLs will be accepted after such period. Entry videos may not be submitted in any other format or through any other digital channel.
- 9.6. There is a limit of one (1) Entry Video per eligible Pupil, regardless of whether that Pupil participates as an individual or on an eligible Group of Pupils. Entry Videos received in excess of this limit will be void.

## 10. Additional Entry Requirements and Restrictions

- 10.1. Each Entry Video must:
  - 10.1.1. **not include any logos, brand names, or trademarks in the entry video, 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 video 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 Pupil (together with his/her Parent) may be asked to sign an affidavit stating that Pupil was not paid a fee, either monetary or in-kind, to promote an included trademark, stating that Pupil was not paid a fee, either monetary or in-kind, to promote an included trademark.
  - 10.1.2. **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/licenced by you from a royalty-free source **which does not require credits or other attribution to appear in connection with the entry video.** Pupil(s) (together with their Parents) must be certain that any music or sound effect conforms to all applicable requirements.
  - 10.1.3. be submitted in English or have English subtitles.
  - 10.1.4. be the original work of the applicable Pupil(s) apart from the Testimony included in the Entry Video.
- 10.2. Pupil(s) and Pupil Group(s) must work independently on the development of their video concept and must record their entry video with minimal help or direction from others. If your entry video includes any people (besides those people appearing in the Testimony included in your entry video), you must obtain written permission from each person (and if a minor, his/her parent/legal guardian) whose name, image, likeness and/or voice (“**Likeness**”) is

included in the entry video. 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.

- 10.3. **Participants must not engage in any violent, dangerous, or illegal behavior in creating an entry video.** The Promoters reserve the right in their sole discretion to disqualify any entry at any time which, in the Promoter's reasonable opinion: [a] is deemed to be immoral, obscene, profane, defamatory or not in keeping with the Promoters' 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 Promoters not to conflict with any of the foregoing requirements.

## 11. Judging

- 11.1. All Entry Videos will first be screened to ensure they meet the entry criteria.
- 11.2. On or by 17 July 2019, the eligible entries will be judged by Promoters and their affiliates according to the following judging criteria:
- 10.2.1 Connection to the Challenge Activity: 5%
  - 10.2.2 Connection to Testimony: 25%
  - 10.2.3 Action Plan Concept: 25%
  - 10.2.4 Demonstration of Social Impact: 20%
  - 10.2.5 Pupil Involvement: 20%
  - 10.2.6 Video Project Design and Creativity: 5%
- 10.3 Based on the results of this Judging, a Promoters-determined quantity of not more than twenty (20) highest scoring entries will be deemed Finalist Entries, pending verification of eligibility and continued compliance to with these Official Rules. Finalist Entry status does not automatically entitle the associated Participants to claim a prize, however, only Finalist Entries will proceed to next round of Judging to determine the Winners.
- 10.4 On or by 22 July 2019, the Finalist Entries will then be judged according to the Judging Criteria by a national panel of judges selected by Promoters in their sole discretion. Based on these results, the highest scoring Finalist Entry will be deemed the National First Place Winner ("**National First Place Winning Entry**"), the second highest scoring Finalist Entry will be deemed the National Second Place Winner ("**National Second Place Entry**"), and the third highest scoring Finalist Entry will be deemed the National Third Place Winner ("**National Third Place Entry**"), all pending verification of eligibility and continued compliance with these Official Rules by the applicable Participants.
- 10.5 In the event of a tie at any level, the tie will be broken on the highest "Action Plan Concept" score.
- 10.6 The results will be final and Promoter will not entertain any appeals.

## 12. Prizes

- 12.1. One (1) National First Place Winning Entry (the teacher or school at which the winner was enrolled at as of the date they entered the Competition) will receive a scholarship worth £5,000; team members (up to four team members) will receive iPads (estimated total prizing cost = £5,000 for scholarship + approximately £500 per iPad x 4 = up to £7,000 based on number of team members).
- 12.2. One (1) National Second Place Winning Entry School (the teacher or school at which the winner was enrolled at as of the date they entered the Competition) will receive a scholarship worth £1,000; team members (up to four team members) will receive iPads (estimated total prizing cost = £1,000 for scholarship + approximately £500 per iPad x 4 = up to £3,000 based on number of team members).
- 12.3. One (1) National Third Place Winning Entry School (the teacher or school at which the winner was enrolled at as of the date they entered the Competition) will receive a scholarship

worth £500; team members (up to four team members) will receive iPads (estimated total prize cost = £1,000 for scholarship + approximately £500 per iPad x 4 = up to £2,500 based on number of team members).

- 12.4. Estimated total winner prize based on the above -- £12,500
- 12.5. Prizes will be awarded to the winning team teacher but is subject to employer policies regarding competition participation.
- 12.6. All scholarship prizes will be awarded in the form of a check made payable to the teacher or school.
- 12.7. All iPad prizes won by a Pupil who is a minor will be awarded to their Parent/Legal Guardian. iPad prizes will be awarded on or about 4 September, 2019.

### **13. Winner Notification and Additional Prize Restrictions**

- 13.1. The Parent/Teacher of the potential winner(s) will be notified by email and/or telephone (at Discovery's sole discretion) on or about 24 July 2019. If the winner does not respond to Discovery within seven (7) calendar days of being notified by Discovery, then the winner's prize will be forfeited and Discovery will be entitled to select another winner in the same manner.
- 13.2. Each winner of the Prize will be required to comply with the laws, regulations and customs of the winner's country of residence, host countries, and conditions stipulated by prize provider.

### **14. Warranties**

- 14.1. By participating, each Pupil and his/her Parent/Teacher represents and warrants that:
  - 14.1.1. the Pupil (or Group, as applicable) is the creator of the Entry Video;
  - 14.1.2. the Entry Video is wholly original;
  - 14.1.3. The Entry Video conforms to all requirements stated in these Official Rules and Discovery Competition General Terms and Conditions.
  - 14.1.4. the Entry Video does not contain confidential material nor infringe on the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
  - 14.1.5. the Entry Video has not been previously published in any medium (apart from posting as an unlisted video on YouTube in accordance with these Official Rules), nor has it won any previous awards or recognitions; and
  - 14.1.6. the Pupil (or Group, as applicable) owns all rights to the Entry Video (including, without limitation, the copyrights in the recording and performance contained thereon).
  - 14.1.7. if an portion of the Entry Video was filmed by anyone other than the applicable Pupil(s), then such person(s) has (have) granted the Pupil(s), all rights to the Entry Video, and that the Pupil/Group can and will give written copies of such permissions to Discovery upon request.

### **15. Ownership and Intellectual Property**

- 15.1. All Entry Videos and any accompanying material submitted to the Promoters will become the property of the Promoters on receipt and will not be returned.
- 15.2. By submitting the Entry Video and any accompanying material, the Pupil(s) and their Parents agree to:
  - 15.2.1. assign to the Promoters all intellectual property rights in the Entry Video with full title guarantee; and
  - 15.2.2. waive all moral rights in and to the Entry Video and otherwise arising in connection with the entry to which the Pupil(s) may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and all similar legislation from time to time in force anywhere in the world.
- 15.3. By entering this Competition, Pupils and their Parents agree that all intellectual property rights will vest in Promoters.

- 15.4. Pupils and their Parents agree to indemnify the Promoters against any losses the Promoters incur as a result of any content they have provided which infringes a third party's intellectual property rights.
- 15.5. Pupils and specifically the winners of a Prize and their Parents irrevocably agree that the ownership of all intellectual property rights of their entries, including but not limited to copyrights, shall belong exclusively to Promoters and hereby assigned to Promoters worldwide and in perpetuity. As one of the conditions for confirmation of a winner of the Prize, and entry to the Competition, a Pupil and their Parent shall, if required by the Promoters, execute any such documents as may be necessary to evidence or secure to the Promoters the rights granted under this paragraph.
- 14.6. Pupils and their Parents agree that the Promoters may, but are not required to, make the Entry Video available on their cobranded website and any other media, whether now known or invented in the future, and in connections with the publicity relating to the Competition. The Pupils agree to grant the Promoters a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Entry Video and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry Video and any accompanying materials for such purposes.

## 16. General

- 16.1. Nothing herein shall constitute an employment, joint venture, or partnership relationship between a Pupil and the Promoters.
- 16.2. In no way is a Pupil to be construed as the agent or to be acting as the agent of the Promoters.
- 16.3. The Promoters reserve the right to hold, void, suspend, cancel, or amend the Competition where it becomes necessary to do so.
- 16.4. In the fullest scope admitted by generally binding provisions of local law:
  - 16.4.1. The Promoters shall not be liable for any damage, loss, injury or disappointment suffered by any Pupil entering the Competition or as a result of accepting the Prize.
  - 16.4.2. The Promoters shall not be liable for any problems or technical malfunction of any computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading any materials in the Competition.
  - 16.4.3. However, nothing shall exclude the Promoter's liability for death or personal injury result of its negligence.
- 16.5. Under English law, the Promoters shall not be liable to pay any tax on the Prize. If any applicable taxes are due on any element of the Prize such taxes shall be paid by the Winner(s), to the fullest extent permitted by law. It is the responsibility of Winners and their Parents to report their Prize to relevant authorities and to pay any applicable tax or duties including without limitation customs duty and related taxes, if and when applicable.
- 16.6. In the event of any dispute the decision of the Promoters is final and no correspondence will be entered into.
- 16.7. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Official Rules.
- 16.8. These Official Rules shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 16.9. By participating in this Competition, each Participant agrees to release, indemnify and hold harmless the Competition Entities, Discovery Inc., YouTube, and Facebook, any prize providers or representatives, and any website companies hosting and promoting the Competition, 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 Competition or their acceptance, use or misuse of a prize, or from attendance at any event associated with this Challenge (and any related travel activity) and including, without

limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy.

**17. Privacy and Collection of Information**

17.1. Information submitted in connection with the Competition will be treated in accordance with these Official Rules and Promoters' Privacy Policies (as amended from time to time), currently located at <https://www.discoveryeducation.co.uk/privacy-policy> and <https://iwitness.usc.edu/sfi/PrivacyPolicy.aspx> and will be shared with affiliates outside of the UK; 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 Competition and any other purposes outlined in these Official Rules, including by Promoters and/or Agent to verify a Participant's identity or to otherwise verify a Participant's eligibility to participate in the Competition.

**18. Winners List**

18.1. A list of winners will be available online at <https://www.teachingwithtestimony.com/challenge-UK> on or about 4 August 2019.

**19. Promoter's details:**

Discovery Education Europe Limited. Registered office: Discovery House, Chiswick Park Building 2, London, W4 5YB, United Kingdom. Company number: 03261277.

The University of Southern California on behalf of its USC Shoah Foundation – The Institute for Visual History and Education, 650 W McCarthy Way St #401, Los Angeles, CA 90089.