

**“STRONGER THAN HATE” CHALLENGE
US/CANADA OFFICIAL RULES**

NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER.

**DEADLINE FOR COMPLETION OF ENTRIES IS MAY 16, 2019
AT 8:00 PM EASTERN TIME.**

**OPEN TO 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)**

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., One Discovery Place, Silver Spring, MD 20910 (“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, 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 Eastern Time (“ET”) on January 14, 2019 and ends at 8:00 PM ET on May 16, 2019.
- Judging: On or before May 30, 2019, all eligible entries will be judged by the Sponsors and their affiliates in accordance with the Judging Criteria set forth in Section 8 below, to determine up to twenty (20) Finalists. On or before June 6, 2019, all eligible Finalist entries will be judged by a national panel of judges selected by Sponsors in their sole discretion in accordance with the Judging Criteria, to determine the prize winners.
- The national winners will be announced at <https://www.teachingwithtestimony.com/challenge> (the “Website”) on or around June 20, 2019.

Sponsors reserve the right to extend the Submission Period as deemed necessary in their sole opinion. If such changes are made, the new timing will be posted at the Website.

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 create an original video in accordance with the Video Challenge outlined in Section 6. For Student(s) to officially enter the Challenge, the Student(s) must be registered by a teacher or parent/legal guardian as described in Section 5, and the Student(s)’ video must be uploaded and entry submitted between 5:00 PM ET on January 14, 2019 and 8:00 PM ET on May 16, 2019. Limit one (1) entry per Student/Student Group. A Student may only work on one (1) video, 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.

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”)); [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.

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 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.

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. TO REGISTER: During the Submission Period, a Student’s Teacher or Parent must register the Student for the Challenge by visiting <https://www.teachingwithtestimony.com/challenge> and following the on-screen registration directions. Once the Teacher or Parent completes the registration process for the Student(s), the Teacher or Parent will be provided with a username

and password for each Student, which the Teacher or Parent must provide to the Student(s) so that the Students can then use the username and password to log in to the Website and complete their entry. Note that for groups of 2-4 Students participating together, the Teacher or Parent must designate a Student Group leader during the registration process, and that Student Group leader will be responsible for completing the entry process on behalf of their Student Group. Students must complete and submit their entry (as further detailed below) no later than 8:00 PM ET on May 16, 2019.

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.

6. VIDEO CHALLENGE: Students or Student Groups must create an original video of **between three and four minutes in length**, by following the Challenge Activities process available at the Website.

Each entry video must include the following:

- At least one clip from a testimony in Teaching With Testimony that motivated the Student(s) action (“Testimony”, available at <https://www.teachingwithtestimony.com/testimony>).
- The action taken to make a difference.
- The impact of the Student(s) actions (who was impacted and how were they impacted).

Do 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 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 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.

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

Entry videos 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 video**. 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 video. 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 Student warrants that their entry is an original creation of the applicable Student(s); has not been entered into any other contest; has not been previously published (apart from posting on YouTube in accordance with these Official Rules) 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 he/she will not be entitled to any compensation because of use by the Sponsors of any materials similar to a Student's entry video; (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, each Student agrees that, upon request by the Sponsors, Student will sign a perpetual license, provide a digital copy of the entry video in native format, and remove the entry video from YouTube as directed by the Sponsors. 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 Student 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.

Participants may be required to obtain written permission and/or provide releases, as solely determined by the Sponsors, to post the entry video and/or to otherwise use the entry video 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.

7. VIDEO SUBMISSION: To upload your entry video, you must first 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.

Next, 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. Then visit the Website, login by using your username and password, provide the unique YouTube URL for your entry video, provide any additional requested entry information, and complete the entry process 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. The entry process must be completed no later than 8:00 PM ET on May 16, 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.

In order for an entry video to be considered for judging, the applicable Student 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 June 30, 2019 (unless asked by Sponsors to remove the video from YouTube prior to this date).

Once an entry form has been submitted, no further edits are permitted (unless edits are specifically requested by Sponsors or their designee as further detailed in Section 10 below). If an entry form has not been completed and submitted by 8:00 PM ET on May 16, 2019, the entry will not be included in the Challenge judging.

8. DETERMINATION OF THE WINNERS:

Round 1 Judging: On or by May 30, 2019, the eligible entries will be judged by Sponsors and their affiliates according to the following criteria (the "Judging Criteria"):

- Connection to the Challenge Activity: 5%
- Connection to Testimony: 25%
- Action Plan Concept: 25%
- Demonstration of Social Impact: 20%
- Student Involvement: 20%
- Video Project Design and Creativity: 5%

Based on the results of Round 1 judging, a Sponsors-determined quantity of no more than the twenty (20) highest scoring entries will be deemed Finalist Entries, pending verification of eligibility and continued compliance with these Official Rules by the applicable Participants. Finalist Entry status does not automatically entitle the associated Participants to claim a prize, however only Finalist Entries will proceed to Round 2 Judging.

Round 2 Judging: On or by June 6, 2019, the Finalist Entries will then be judged according to the Judging Criteria by a national panel of judges selected by Sponsors in their sole discretion. Based on the results of Round 2 judging, 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.

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 "Action Plan Concept" score.

Where permitted by law, the Participants associated with each winning entry each grant and assign to the Sponsors and the Sponsors' affiliates, licensees and auxiliaries, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the applicable Participant's name, portrait, picture, voice, likeness and biographical information as news or information and

for advertising and promotional purposes without additional consideration; and further without such additional compensation, 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 Finalists or 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\$5,000 scholarship awarded in the form of a check.
- The Student(s) who created the National Second Place Entry will receive a US\$1,000 scholarship awarded in the form of a check.
- The Student(s) who created the National Third Place Entry will receive a US\$500 scholarship awarded in the form of a check.
- The Teacher associated with the National First Place Winning Entry will receive a US\$1,000 grant awarded in the form of a check, to be used to implement change in his/her classroom. The winning teacher may elect to have this grant awarded directly to his/her school, where such school must agree to make the grant available for the teacher to use for the stated purpose.
- The school associated with the National First Place Winning Entry will receive a US\$2,500 grant awarded in the form of a check, to be used to implement change in their community.

In the event that a winning entry is submitted by a group of 2-4 students, the value of any associated cash prize will be divided equally among the applicable group members. In the event of a dispute regarding which school is associated with a particular entry, Sponsors reserve the right to designate a school in their sole discretion. Any taxes on a prize 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 substitution or transfer of prizes is permitted, except at the sole discretion of the Sponsors. 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. WINNER NOTIFICATION AND ADDITIONAL PRIZE DETAILS: The Sponsors and/or Administrator will notify the Teacher or Parent who registered the Student(s) associated with each potential winning entry, via the phone number and/or email address provided by the Teacher or Parent on the registration form. The applicable Teacher or Parent will be required to reply to this notification by the deadline stated in the notification, to provide phone and email contact information for the Parent of each Student associated with the applicable winning entry. Sponsors and/or Administrator will subsequently notify the Parent of each Student associated with the applicable winning entry (and any other potential prize recipient) by email and/or telephone, and will provide them (by email) with an affidavit/documentation of eligibility and liability release, appearance consent and release, intellectual property release, perpetual license agreement, and (where legal) a publicity release which must be completed (and co-signed by a Parent, if the potential winner is a Minor), 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. Requested documents must be completed and returned by the date and means specified in the accompanying email. Further, each potential winning Student may be required to complete and submit a revised version of their entry video which addresses all of the Sponsors' concerns as presented at the time of notification. Additionally, any potential recipient of prizes valued at \$600 or more will be required to complete and return an IRS W-9 form. Failure by a Teacher or Parent to provide an accurate, working email account or phone number by which the Sponsors can contact them will disqualify the applicable Participants from receiving a prize. Failure to timely complete and return the properly signed affidavit and releases or other prize documentation and requested materials, or if a potential prize recipient 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 prize recipients, may also result in disqualification. In the event of disqualification, at Sponsors' sole discretion the applicable prize/status 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. No responsibility is assumed by the Released Parties for any incorrect or missing postal address, e-mail address or phone number associated with an entry, or any change of address, e-mail or phone number of a Participant after entry submission. Where legal, each winner (and if a Minor, his/her Parent) hereby agrees that they will participate in all advertising, publicity (including being featured on the Sponsors' social media pages and being showcased on the Website), press, and promotional events scheduled by the Sponsors in connection with the Challenge. Failure to participate in said events may result in disqualification and forfeiture of prizes.

11. RESTRICTIONS, RIGHTS AND RELEASE: 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. By participating, Participants 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, Participants agree to grant the Sponsors all rights of reproduction and use of all submitted materials, including without limitation the entry videos, for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, create derivative works or otherwise exploit entries, for commercial or non-commercial use. 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); or [vi] 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 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 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. No prize transfer or cash redemption of non-cash prizes is permitted, except at the sole discretion of the Sponsors. 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. 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 e-mail 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.

12. 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://iwitness.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.

13. 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.

14. 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.

15. WINNERS LIST: A list of winners will be available online at <https://www.teachingwithtestimony.com/challenge> on or around June 20, 2019.

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

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