

DISCOVERY EDUCATION AND USC SHOAH FOUNDATION

2022 “STRONGER THAN HATE” CHALLENGE OFFICIAL RULES

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

<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 22:00p.m. GMT on Thursday 27 January 2022 and ends at 7:00a.m. GMT on Monday 27 June 2022 (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 who are physically located and reside in the United Kingdom (England, Scotland, Wales and Northern Ireland) 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 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; and [c] 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 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. For Student(s) to officially enter the Challenge, the Pupil submitting the entry must be registered by a parent/legal guardian as described in Section 5, and the entry must be submitted during the Submission Period.
- 6.2. Limit one (1) entry per Pupil/Pupil Group. A Pupil may only work on one (1) Challenge entry, regardless of whether a Pupil 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 11.
- 6.3. Prizes are described in Section 12 below. Note the value of any associated scholarship prize awarded to a winning Pupil Group will be divided equally among the Pupils in the Pupil Group.

7. Parental Consent and Registration

- 7.1. First each Pupil must obtain permission from his/her parent or legal guardian to participate in the Challenge. Next, if participating as part of a Pupil Group, the Pupils on a particular Pupil Group must name one Pupil as the “Pupil Group Leader”. Then, during the Submission Period, Parents of Pupils participating as individuals (and Parents of Pupil Group Leaders) must visit <https://www.teachingwithtestimony.com/challenge-uk> (“**Competition Website**”) and follow the on-screen directions (“**Registration Form**”) 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 Pupil 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 Pupil. Once the Parent completes this process and provides the username and password to the Pupil, the Pupil may use the username and password in order to complete the entry. The entry must be completed, submitted and received no later than **7:00a.m. GMT on 27 June 2022**.
- 7.2. 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.
- 7.3. Parent must complete Registration Form prior to 7:00a.m. GMT on 27 June 2022.**
- 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 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 Challenge Entry 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. To Create Challenge Entry

- 8.1. **Step 1: Complete the Interactive Module:** Before a Pupil, or Pupil Groups start their project, Pupils, or Pupil Groups must complete the Stronger Than Hate interactive module located at <http://www.teachingwithtestimony.com/sites/default/files/stronger-than-hatemodule>. **Top 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.
- 8.2. **STEP 2: Brainstorm Ideas:** Work individually or as a group (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 (<http://www.teachingwithtestimony.com/sites/default/files/stronger-than-hate-module>) or on the [Teaching with Testimony website](#). You will need to reference specific testimony in your final product and artist's statement. **Top 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.
- 8.3. **STEP 3: Create Your Project:** Review the additional entry restrictions and requirements in Section 9 below, and the judging criteria in Section 11 below, to make sure your submission meets the criteria and has the opportunity to win. **Top 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: Please answer the following questions:

- i. How did testimony impact you? How did it influence your project?
- ii. 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.

9. To Submit a Challenge Entry

- 9.1. Using the username and password that your Parent provided to you, log in to <https://www.teachingwithtestimony.com/challenge-uk> 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.

- 9.2. 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 **7:00a.m. GMT on 27 June 2022**. 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 7:00a.m. GMT on **27 June 2022** 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 15 below). If an entry form has not been submitted by 7:00a.m. GMT on **27 June 2022** the entry will not be included in the Challenge judging.
- 9.3. 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 on the Website.
- 9.3.1. 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.
- 9.3.2. 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.
- 9.3.3. 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 31 October 2022 (unless asked by Sponsors to remove the video from YouTube prior to this date).
- 9.3.4. 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.
- 9.3.5. Note that simply uploading an entry video to YouTube does not constitute entry into the Challenge.
- 9.4. **There is a limit of one (1) Entry per eligible Pupil, regardless of whether that Pupil participates as an individual or on an eligible Group of Pupils.** Entries received in excess of this limit will be void.

10. Additional Entry Requirements and Restrictions

- 10.1. Entries must reference (including by way of including a clip or quote from) a testimony from the interactive module at <http://www.teachingwithtestimony.com/sites/default/files/stronger-than-hate-module> or from <https://www.teachingwithtestimony.com/testimony> which motivated the Pupil(s) action (the “Testimony”).:
- 10.1.1. **entries must 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.

- 10.1.2. **entries must 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.** Pupil(s) (together with their Parents) must be certain that any music or sound effect conforms to all applicable requirements.
- 10.1.3. entries must be submitted in English or have English subtitles.
- 10.1.4. entries must 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 Entries will first be screened to ensure they meet the entry criteria.
- 11.2. On or by 6July 2022, the eligible entries will be judged by Promoters and their affiliates located in the United States of America according to the following judging criteria (Judging Criteria):
- 11.2.1 Connection to the Challenge Activity: 15% - The project strongly shows the Pupil has completed and has learned the power of story and testimony.
- 11.2.2 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.
- 11.2.3 Demonstration of the Power of Story: 30% - The project and Artist’s statement together showcase the power of story to counter hate.
- 11.2.4 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.
- 11.2.5 Story/Project Activation to Generate Social Impact: 15% - Pupils 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 Pupils who have already started activating their story by sharing it.

- 11.3 Based on these results, the highest scoring Entry will be deemed the National First Place Winning Entry (“**National First Place Winning Entry**”), the second highest scoring Entry will be deemed the National Second Place Winning Entry (“**National Second Place Winning Entry**”), and the third highest scoring Entry will be deemed the National Third Place Winning Entry (“**National Third Place Winning Entry**”), all pending verification of eligibility and continued compliance with these Official Rules by the applicable Participants.
- 11.4 In the event of a tie at any level, the tie will be broken 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.
- 11.5 The results will be final, and Promoter will not entertain any appeals.

12. Prizes

- 12.1. One (1) National First Place Winning Entry: the Pupil(s) who created the National First Place Winning Entry 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: the Pupil(s) who created the National Second Place Entry 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).
- 12.3. One (1) National Third Place Winning Entry: The Pupil(s) who created the National Third Place Entry will receive a scholarship worth £500.
- 12.4. Estimated total winner prizing based on the above -- £8,500
- 12.5. **Note that the value of any associated scholarship prize awarded to a winning Pupil Group will be divided equally among the Pupils in the Pupil Group.**
- 12.6. All scholarship prizes will be awarded in the form of a check made payable to the Pupils.
- 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 3 November 2022.

13. Winner Notification and Additional Prize Restrictions

- 13.1. The Parent of the potential winner(s) will be notified by email and/or telephone (at Discovery’s sole discretion) on or about 30 September 2022. 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 represents and warrants that:
- 14.1.1. the Pupil (or Group, as applicable) is the creator of the Entry;
- 14.1.2. the Entry is wholly original;
- 14.1.3. The Entry conforms to all requirements stated in these Official Rules and Discovery Competition General Terms and Conditions.
- 14.1.4. the Entry 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 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 (including, without limitation, the copyrights in the recording and performance contained thereon).

14.1.7. if a 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 Entries and any accompanying material submitted to the Promoters will become the sole and exclusive property of the Promoters on receipt and will not be returned.
- 15.2. By submitting the Entry and any accompanying material, the Pupil(s) and their Parents:
 - 15.2.1. assign to the Promoters all intellectual property rights in the Entry with full title guarantee; and
 - 15.2.2. waive all moral rights in and to the Entry 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.
- 15.6. Pupils and their Parents agree that the Promoters may, but are not required to, make the Entry 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 hereby grant the Promoters a perpetual, non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry 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 nonexclusive 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 <http://www.discoveryeducation.com/who-we-are/privacy/> and <https://iwatch.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 31 October 2022.

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.