

**SUPER HEALTH, SUPER YOU CHALLENGE 2018  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**MANY WILL ENTER, FEW WILL WIN.**

**VOID WHERE PROHIBITED. SOME RESTRICTIONS MAY APPLY.**

**1. ELIGIBILITY:** The Super Health, Super You Challenge 2018 (“Contest”) is offered only within the 50 United States and the District of Columbia (the “Eligibility Area”). There are two (2) categories of participants in the Contest: [a] “Teacher/Mentors”, each of whom must be 21 years of age or older, a legal resident of the Eligibility Area, and an employee of (or recognized volunteer at) an eligible school; and [b] “Students”, each of whom must be a legal resident of the Eligibility Area and attend an eligible school in Kindergarten through Grade 5. An eligible school is defined as a public, private or parochial school located within the Eligibility Area that: [a] is organized and primarily operated for educational purposes; [b] contains any class with students in Kindergarten through Grade 5; [c] is considered tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code (or has an equivalent tax-exempt designation as determined by Sponsor, or is registered as a public school with the National Center for Educational Statistics); and [d] **is NOT involved (at the time of the judging, winner verification, and/or prize award) in formal negotiations with Sponsor for new/additional Discovery Education services.** Employees, officers and directors of Discovery Education, Inc. (“Sponsor”), its promotional partner Novo Nordisk, Inc., Promotion Mechanics, Inc. (“Administrator”), and all of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, promotional suppliers, and the immediate family members (spouse, and parents, siblings, and children and their respective spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (collectively, “Contest Entities”) are not eligible to participate as a Teacher/Mentor or as a Student. Sponsor’s determinations of eligibility are final and may be made at any time. Void outside the Eligibility Area and where prohibited.

**2. BRIEF CONTEST DESCRIPTION:** The objective of the Contest is for Teacher/Mentors to work with and supervise teams of two or more Students enrolled in Grades K-5 (each such group of eligible Students together with their Teacher/Mentor, a “Team”) to create a Contest entry in accordance with the Challenge outlined in Section 5 below. Entries must be submitted in one of two thematic strands (each, a “Strand”): [1] “Nutrition and Gardens” and [2] “Physical Activity”. Complete entry requirements and instructions are available at [www.superhealthsuperyou.com](http://www.superhealthsuperyou.com) (the “Website”). Contest entries must be submitted online at the Website by the Team’s Teacher/Mentor. Entries will be judged according to the process and criteria set forth in Section 7. Entries in the “Nutrition and Gardens” Strand will be judged separately from entries in the “Physical Activity” Strand, except for the purposes of determining the winner of the Title I Grant Prize and Grand Prize School Assembly (see Section 7 for details). A Teacher/Mentor may supervise more than one Team in the Contest; however, a Student may not participate as a member of more than one Team. Limit one (1) entry per Team. If the Sponsor learns that one Student is on two separate participating Teams, it may disqualify both Teams or ask the Teacher/Mentor to remove the Student from one or both of the Teams. Any disputes between Team members are solely the responsibility of the Teacher/Mentor.

**3. CONTEST TIMING:**

- Entry “Submission Period”: The entry Submission Period begins at 5:00 PM Eastern Time (“ET”) on September 5, 2018 and ends at 11:59:00 PM ET on December 2, 2018.
- Judging: All eligible entries will be judged by the Sponsor’s designated judges in accordance with the Judging Criteria set forth in Section 7 below, to determine the potential winners. Judging will be completed during December 2018.
- Winner Announcement: The winners will be announced at the Website on or about January 31, 2019.

**4. AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Judges (which are final and binding) by each Teacher/Mentor, each Student, each Student’s parent(s) or legal guardian(s), and each associated school. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that any Student, parent/legal guardian, Teacher/Mentor, or school associated with the entry has not agreed to or complied with these Official Rules. By entering the Contest, each Teacher/Mentor represents and

warrants that the parent/legal guardian of each student team member: (a) has full knowledge of his/her child's participation in the Contest; and (b) has consented to his/her child's participation. By entering the Contest, each Teacher/Mentor further represents and warrants that the associated school: (a) has full knowledge of his/her actions in conjunction with the Contest; (b) has consented to participation in the Contest by the Teacher/Mentor and applicable Students; and (c) has consented to the potential receipt of the applicable prize(s) described below.

**5. THE CHALLENGE:** Participating Teams, led by a Teacher/Mentor, will identify a health-related issue/threat/challenge (e.g. access to fresh, whole foods; an abundance of sedentary lifestyles; a need for nutrition education; etc.) that exists in their community, and propose a school initiative that would address this health-related issue/threat/challenge and promote the health and welfare of the greater school community.

The Team will create their Contest entry by providing a written response to the prompts on the Contest entry form, along with creative supporting documentation (e.g. photos or drawings). The entry must be in the Team's own words. The entry must be submitted by the Teacher/Mentor as further detailed in Section 6 below. As a condition of participation, the Teacher/Mentor must obtain written permission from a parent or legal guardian of each Team member prior to the Team's participation in the Contest, and Sponsor reserves the right to require a Teacher/Mentor to provide copies of this written permission upon demand.

Entries must not include any brand names, trademarks or logos in the entry, other than those owned by Sponsor or Novo Nordisk, Inc. (the "Provided Elements"). Entries which contain brand names, trademarks or logos or promote any brand or product other than those belonging to Sponsor or Novo Nordisk, Inc. may be disqualified at the Sponsor's sole discretion; however, the Sponsor may choose not to disqualify an entry which includes a trademark or logo if the Sponsor determines in its sole discretion that the inclusion of such trademark or logo is incidental. Participants (and their parents or legal guardians) may be asked to sign an affidavit stating that participant was not paid a fee, either monetary or in-kind, to promote an included trademark, logo or branded product.

If an entry does include the likeness of any people, the Teacher/Mentor must obtain written permission from each person (and if such person has not reached the age of majority in his/her jurisdiction of residence (a "Minor"), his/her parent/legal guardian ("Parent")) whose name, image, likeness and/or voice ("Likeness") is included in the entry. Each Teacher/Mentor further represents and warrants that such person(s) have granted the Team all necessary rights to use their likeness, and that the Teacher Mentor will make written copies of such permissions available to the Sponsor upon request.

The concept, ideas, and language used in the entry must be wholly original to the applicable Team. The entry must be submitted in English.

**Participants must not engage in any violent, dangerous, or illegal behavior in creating an entry.** The Sponsor and Novo Nordisk, Inc., as applicable reserves the right in its sole discretion to disqualify any entry at any time which, in the Sponsor's/Novo Nordisk, Inc.'s reasonable opinion: [a] is deemed to be immoral, obscene, profane, defamatory or not in keeping with the Sponsor's or Novo Nordisk, Inc.'s image (as applicable); [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 Sponsor or its products, or other people, products or companies; or [h] is in violation of these Official Rules.

By entering the Contest, the Teacher/Mentors, Students, and Students' Parents warrant that: [a] the entry is an original creation of the associated Team; [b] the Team's entry has not been previously published or won any award; [c] the entry does not violate any law or regulation; and [d] they 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.

By submitting an entry, Teacher/Mentors, Students and their Parents agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Releasees (as defined in Section 11 below) or any other person or entity, on the grounds that any use of the entry or any derivative works, infringes any of their rights, including, without limitation, copyrights and moral rights. Teacher/Mentors, Students and their Parents further acknowledge that the Contest Entities 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 Contest Entities. In no way is a participant to be construed as the agent or to be acting as the agent of the Contest Entities. Contest Entities are not responsible for unauthorized third-party use of any entry.

Teacher/Mentors, Students and their Parents, and schools who are associated with a potentially winning entry may be required to obtain written permission and/or provide releases, as solely determined by the Sponsor, to post the entry and/or to otherwise use the entry in accordance with the requirements of this Contest, and the advertising, promotion, and publicity of this Contest, and Official Rules. The form of any such permission or release will be as solely determined by, or acceptable to the Sponsor. Failure by the Sponsor to request such permission(s) and/or release(s) is not a waiver of the Sponsor's right to require the same, and the applicable Teacher/Mentors, Students and their Parents, and schools acknowledge that failure to comply with any such request may cause disqualification. Other than for winner notification and verification, neither the Sponsor, nor anyone acting on its behalf, will enter into any unsolicited communication with any entrant regarding this Contest, nor will entries be acknowledged or returned.

**6. TO REGISTER AND ENTER:** The Teacher/Mentor must first visit [www.superhealthsuperyou.com](http://www.superhealthsuperyou.com) (the "Website") to create a username and password, and to register the Team for which the Teacher/Mentor will be submitting an entry, then review the entry form and instructions detailed at the Website, which are incorporated herein by reference. Next, during the Submission Period, the Teacher/Mentor must visit the Website, login by using his/her username and password to access the Team's entry page, and provide the Team's response to the prompts and questions on the entry form, along with a basic budget and any creative supporting documentation. Creative supporting documentation must be uploaded via the entry form in one of the following file formats: .jpg, .pdf, .tif, .png., .ppt, .doc, .docx, .xls, or .xlsx. Each such file may not exceed 2GB in file size. Videos will not be accepted.

As part of the entry process, the Teacher/Mentor must state on the entry form: [a] whether the entry is being submitted in the "Nutrition and Gardens" Strand or the or the "Physical Activity" Strand; and [b] whether the associated school qualifies for the Title I Schoolwide Program (as declared by the Teacher/Mentor, a "Title I Designation"). If a Teacher/Mentor fails to state that the associated school qualifies for the Title I Schoolwide Program, the applicable entry will not be considered for the Title I Grant Prize. Teacher/Mentors are encouraged to double check with their school administration to be certain of their school's Title I status.

Once the entry form is completed for a particular Team, the Teacher/Mentor must click the "Submit" button at the bottom of the form so that the entry is received by Sponsor's server no later than 11:59 PM ET on December 2, 2018. If a Teacher/Mentor wishes to save the Team's work prior to submitting the entry, he/she may click the "Save" button at the bottom of the entry form, then return prior to 11:59 PM ET on December 2, 2018 to update the entry information and click the "Submit" at the bottom of the entry form. Once an entry form has been submitted, no further edits are permitted. If an entry form has not been submitted by 11:59 PM ET on December 2, 2018, the entry will not be included in the Contest judging.

**A Teacher/Mentor may supervise more than one Team in the Contest; however, there is a limit of one (1) entry per eligible Student and per eligible Team. An eligible Student may not participate as a member of more than one Team. Entries received in excess of this limit will be void.**

**A note to Teacher/Mentors who are supervising more than one Team in the Contest:** Each entry must be associated with a unique email address, and must be submitted separately. If you do not have a unique email address you can use for each Team, one solution is to use/create a free Gmail account. Gmail has a feature (unique to Gmail) that allows you to append the address by adding "+". Each appended email will go to the parent account (so you don't have to log in to multiple accounts). For example, if your account is "Teacher@gmail.com", you could submit entries for multiple Teams by using "Teacher+group1@gmail.com", "Teacher+group2@gmail.com", and "Teacher+group3@gmail.com", etc. Any replies to these addresses would be delivered to "Teacher@gmail.com".

**7. DETERMINATION OF WINNERS:** All entries will first be screened to ensure they meet the entry criteria. A panel of judges from Discovery Education and Novo Nordisk, Inc. will then score all qualifying entries. Entries from the "Nutrition and Gardens" Strand will be judged separately from entries in the "Physical Activity" strand, except for the purposes of determining the winner of the Title I Grant Prize and Grand Prize School Assembly as described below. Entries will be scored using the following Judging Criteria:

- Community Need (20%) - (i.e. Has the challenge entry clearly identified a legitimate need in the community that should be addressed [specifically a health-related issue, threat or challenge?])
- Plan & Execution (20%) - (i.e. Does the challenge entry identify and explain a strong, feasible action plan for solving the problem?)
- Impact of Action Plan (20%) - (i.e. Has the entry clearly identified who will benefit from solving this problem? In other words, does the entry define and explain the social value created by this project?)
- Student Involvement (15%) - (i.e. Is it evident the Teacher/Mentor's students were involved in the creation of the challenge entry? Will students also be involved in the execution of the action plan?)
- Alignment/Relation to Strand (10%) - (i.e. Does the challenge entry clearly align to 1 of the 2 Strands (Nutrition and Gardens, or Physical Activity?))
- Project Design and Creativity (10%) - (i.e. Is challenge entry is communicated in an original and creative way that involves, photos, and/or other creative materials?)
- Story Sharing (5%) - (i.e. How well did the entry articulate the lasting impact the project would have on the community?)

The highest scoring entry with a valid Title I Designation will be deemed the potential winner of the Title I Grant Prize. After the Title I Grant Prize winner has been determined, the remaining highest scoring entry in each Strand will be deemed the potential Grant Prize winner for that Strand. The highest scoring entry overall (regardless of Strand or Title I status) will also be deemed the potential Grand Prize In-School Assembly winning entry.

Winning a prize is contingent upon verification of eligibility and continued compliance with these Official Rules and the Sponsor's instructions. In the event of any ties, the "Impact of Action Plan" score will be used as a tiebreaker. In the event a tie remains after applying this tiebreaker, an additional tie-breaking judge selected by Sponsor will determine the winner between the tied entries based on the Judging Criteria. The decisions of the Sponsor and Judges are final and binding in all matters.

Notwithstanding any other provision of these Rules, if at any time the Sponsor determines that not enough or no eligible entrants exist from which to determine any one or more of the prize winners, then the Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that the Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these rules.

**8. PRIZES:** The following prizes will be made available:

One (1) Title I Grant Prize: a \$10,000 grant for the school associated with the winning entry, to be used to support the healthy living initiative described in the Team's entry.

One (1) Nutrition and Gardens Strand Grant Prize: a \$10,000 grant for the school associated with the winning entry, to be used to support the healthy living initiative described in the Team's entry.

One (1) Physical Activity Strand Grant Prize: a \$10,000 grant for the school associated with the winning entry, to be used to support the healthy living initiative described in the Team's entry.

One (1) Grand Prize In-School Assembly: an In-School Assembly to be held at the school associated with the winning entry (or at another location), all as determined by Sponsor in its sole discretion, and subject to the additional In-School Assembly terms in Section 9 below.

All Grant Prizes are subject to Novo Nordisk, Inc.'s internal grants process, which will require each winning school to: [a] enter into a grant agreement with Novo Nordisk Inc.; [b] enter the school's grant requests into the Novo Nordisk Grants Management System; and [c] provide a reconciliation for the Team's proposed budget and a final report on what was accomplished with the grant. All details, agreements and instructions related to this grants process will be provided to potential grant recipients at the time of winner notification. In the case of dispute over which school is associated with a particular entry, the Sponsor reserves the right to designate a school in its sole discretion. **Limit one (1) Grant Prize per school.**

**See additional prize restrictions in Sections 9, 10 and 11 below.**

If an insufficient number of qualified entries is received at any level in the Contest, the Sponsor reserves the right in its sole and absolute discretion to award fewer winners than stated in these Official Rules. Any prize details not specified herein will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded. No other substitutions may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of comparable or greater value. Sponsor will not be liable for any delay, curtailment or non-occurrence of any part of the Contest or prize, which in each case arises from any cause or causes beyond Sponsor's 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.

**9. GRAND PRIZE IN-SCHOOL ASSEMBLY TERMS AND RESTRICTIONS:** All details regarding the In-School Assembly will be determined by Sponsor, in Sponsor's sole discretion. The In-School Assembly is anticipated to take place during the month of January 2019, however note that Sponsor will determine the actual date, location, time, length of the assembly. The grade level and number of students invited to attend an In-School Assembly will be determined by Sponsor, in Sponsor's sole discretion, based on the population of the School and the School's ability to accommodate an assembly. As a condition of attendance at the In-School Assembly, Sponsor reserves the right to require each attendee (and if a Minor, such attendee's Parent[s]) to complete a permission form (including a liability release and [where legal] publicity release), in accordance with Sponsor's instructions. If a school is deemed ineligible or is not willing or able to host an In-School Assembly on the date and time proposed by Sponsor, the In-School assembly will be forfeited and awarded to the next highest scoring Team (regardless of Strand or Title I status), provided there is still enough time available to plan and execute the In-School Assembly. The In-School Assembly is an educational opportunity to which no retail value is ascribed.

**10. WINNER NOTIFICATION AND ADDITIONAL PRIZE DETAILS:** The Teacher/Mentor associated with each potential winning entry will be notified during December 2018 by phone and/or e-mail, to verify his/her eligibility and obtain any additional requested contact information. If such a Teacher/Mentor is not available or if there is no answer at the time any notification telephone call is made, a phone message will be left (if possible). Any such phone message or e-mail will instruct the Teacher/Mentor to call a specified telephone number or reply by e-mail within two (2) full business days after the time that the notification message was left. The Teacher/Mentor must reply as instructed to identify him/herself, confirm his/her eligibility, and provide any additional requested contact information within such two (2) full business day period, or the applicable entry will be disqualified. Teacher/Mentors may only be notified one time as set forth above for attempted prize notification. Potential prize recipients and any participants associated with a potential winning entry (and if a Minor, such participant's Parents) may subsequently be required to complete an affidavit of eligibility, liability, intellectual property and (where legal) publicity release, and provide any additional information that may be required by Sponsor, within the time period specified in the notification document. All such documents will be sent to the applicable Teacher/Mentor, who will be responsible for collecting completed documents and forwarding to the Sponsor or its designee. Prize recipients who will receive prizes valued at \$600 or more will also be required to return a properly completed IRS W-9 form within the time period specified by Sponsor, and such prize recipient will receive an IRS Form 1099 issued in their name for the actual value of prizes received. Any affidavit or other prize claim agreements completed by a Minor must be co-signed by that Minor's Parents. Proof of identity, age, and legal residence may be required to claim a prize. Any potential winner or prize recipient may be disqualified in Sponsor's sole discretion if: (a) the participant or prize recipient associated with a potential winning entry (including, if a Minor, such participant's Parent) fails to provide any required information or properly completed documents within the required time period; (b) the participant or prize recipient associated with a potential winning entry (including, if a Minor, such participant's Parent) fails to comply with any of the terms of these Official Rules; or (c) if any prize or prize notification is returned as undeliverable, or any voice-mail or message left is not timely returned. In the event of disqualification or prize forfeiture, at Sponsor's 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 (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsor's sole discretion. No responsibility is assumed by Sponsor 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.

**11. RESTRICTIONS, RIGHTS AND RELEASE:** By participating, each Teacher/Mentor, each Student, each Student's parent(s) or legal guardian(s), and each associated school ("Participants") agree to release, discharge and hold harmless the Contest Entities and Discovery, Inc., together with the respective parents, subsidiaries, officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Releasees"), from any and all injuries, liability, losses and damages of any kind resulting from their participating in the Contest or their acceptance, use or misuse 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, Participants hereby agree to indemnify and hold the Releasees 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 Releasees 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 Contest, 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: [a] to grant the Sponsor and Novo Nordisk, Inc. an irrevocable and perpetual, royalty-free, worldwide license, 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, without further permission; and [b] to permit the Sponsor and Novo Nordisk, Inc. to use his or her 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 Sponsor's and Novo Nordisk, Inc.'s 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. Releasees are not responsible for and shall not be liable for: [a] 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; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, misdirected, corrupted, delayed, stolen or incomplete entries, links, emails or mail; [d] errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of entries, the tabulation of votes, the announcement of the prizes or in any Contest-related materials; [e] any disputes between any Student(s); or [f] any condition caused by events that may cause the Contest to be disrupted or corrupted. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; (b) award prizes according to the Judging Criteria from among the nonsuspect, eligible entries received up to the time of the impairment; or (c) to proceed in such a manner as may be deemed fair and equitable by Sponsor in its 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 Contest-related advertising or disclosures, the English language version of these Official Rules shall prevail. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES 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 by the applicable Teacher/Mentor via the authorized website address listed above in Section 6. 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. Use of any device to automate entry is prohibited. The Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the associated participant has not complied with these Official Rules. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating in this Contest, Participants agree to waive any right to claim ambiguity or any deficiency in these Official Rules or the Contest, including its administration. The Contest and Website are provided by Sponsor on an 'AS IS' basis. Sponsor makes no representations or warranties of any kind, express or implied, as to the operation of the site or the information, content, materials, or products included on the Website. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASEES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**12. PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), located at <https://www.discoveryeducation.com/who-we-are/privacy/>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

**13. DISPUTES/GOVERNING LAW:** Except where prohibited, Participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, 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 Contest and in no event will Teacher/Mentor, Student, or Student's Parent(s) be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will Participants be permitted to obtain awards for and Participants hereby waive 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) Participants' remedies are limited to a claim for money damages (if any) and Participants irrevocably waive 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 Releasees in connection with the Contest, 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.

**14. WINNERS LIST:** To receive a list of winners, mail a self-addressed, stamped envelope to be received by February 28, 2019, to: Super Health, Super You Challenge 2018 Winners, PMI Station, PO Box 750, Southbury, CT 06488-0750.

SPONSOR: Discovery Education, Inc., One Discovery Place, Silver Spring, MD 20910.

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

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For questions or concerns about the Contest, please send an email to [superhealthsuperyou@discoveryeducation.com](mailto:superhealthsuperyou@discoveryeducation.com)

\*Title I Schoolwide Program schools are schools with percentages of low income students of at least 40 percent as defined by the US Department of Education. Title I is designed to help students served by the program to achieve proficiency on challenging State academic achievement standards. Title I schools with percentages of low income students of at least 40 percent may use Title I funds, along with other Federal, State, and local funds, to operate a "schoolwide program" to upgrade the instructional program for the whole school. Title I schools with less than 40 percent low income students or that choose not to operate a schoolwide program offer a "targeted assistance program" in which the school identifies students who are failing, or most at risk of failing, to meet the State's challenging academic achievement standards. Targeted assistance schools design, in consultation with parents, staff, and district staff, an instructional program to meet the needs of those students. Both schoolwide and targeted assistance programs must use instructional strategies based on scientifically based research and implement parental involvement activities.