## THE POWER OF GREEN 2019 STUDENT CONTEST OFFICIAL RULES

## NO PURCHASE NECESSARY.

- 1. ELIGIBILTY: "The Power of Green 2019 Student Contest" (the "Contest") is open to students in grades K-5 who are enrolled in public schools, accredited private schools, or home schools in compliance with the laws of the students' primary state of residence and who are legal residents of New York, New Jersey, Pennsylvania, or Connecticut and attend school in New York City or Westchester, New York (hereinafter referred to as "Student" or "Students"). An eligible minor in his or her state of residence must have his or her parent's or legal guardian's permission to enter the Contest. The Contest is subject to all applicable federal, state, and local laws. The Contest is void where prohibited by law. Employees of Con Edison, Scholastic Inc. (the "Sponsor"), their respective parent companies, affiliates, subsidiaries, dealers, and dealer personnel, advertising and promotion agencies (collectively referred to as "Sponsor's Related Entities"), and their immediate families (spouse, parent, child, sibling, and their respective spouses and those living in the same household of each employee, whether or not related), and all others associated with the development and execution of this Contest and their immediate families (spouse, parent, child, sibling, and their respective spouses and those living in the same household of each employee, whether or not related) are not eligible to participate in the Contest.
- **2. TO ENTER:** To enter the Contest, create an original work of art (poster, comic strip, drawing, collage, or painting) on a blank 8½" x 11" sheet of paper and a short essay (of up to 200 words) describing your artwork and how your family works together to keep your home safe from energy risks. The entry should demonstrate commitment to and effectiveness at keeping homes safe from energy risks as detailed below. All entries must include a completed entry form. Mail completed entries, along with a securely attached entry form, to: The Power of Green 2019 Student Contest, Scholastic Inc., 557 Broadway, Attn: K. Clark, 3-214, New York, NY 10012. Scholastic and Con Edison are not responsible for lost, late, damaged, misdirected, or postage-due entries or mail, or typographical or other errors in the printing of this offer. Entries will only be accepted via mail and must be postmarked by December 13, 2019, and received by December 20, 2019.

It is essential for the proper and legitimate operation of this Contest that each entry must be the student's own original work and cannot contain previously published and/or copyrighted material. If Sponsor or Sponsor's related entities discover at any time, during or after the Contest, that an entry contained previously published and/or copyrighted material, the student and teacher who submitted the entry will be immediately disqualified and will be obligated to immediately return any and all prizes which may have been awarded to them in connection with their entry.

- **3. ENTRY:** By submitting an entry, each entrant agrees Scholastic shall own the entry submitted (including all rights embodied therein in winning entries) and any derivative works made therefrom and that it and its designees may exploit, edit, publish, use, adapt, modify, or dispose of any entry and elements embodied therein online, in print, film, television, or in any other media now or hereafter known for advertising, promotional, or other purposes throughout the world, in perpetuity, without additional compensation or notification to, or permission of the entrant, except as prohibited by law. Entries and entrant's personally identifiable information submitted in connection with his or her entry shall be subject to Scholastic and Con Edison's privacy policies found at <a href="https://www.scholastic.com/privacy.htm">www.scholastic.com/privacy.htm</a> and <a href="https://www.scholastic.com/privacy.htm">www.scholastic.com/privacy.htm</a> and
- **4. SELECTION OF WINNERS:** Entries will be sorted into two grade groups for judging and the selection of winners: grades K–2 and grades 3–5.

Judging Criteria: Entries will be judged on the following criteria:

- 1. Originality and creativity (How well does the entry demonstrate creativity in design? How well does the entry demonstrate a family commitment to reducing energy risks?) (35 points)
- 2. Artistic interpretation of the prompt (How well does the entry combine pictures and words to answer the topic question?) (25 points)
- 3. Quality of entry (What is the overall quality of the entry?) (25 points)
- 4. Grammar and spelling (Does the entry reflect proper grammar and spelling?) (15 points)

Entries submitted will be judged by Scholastic and Con Edison. Winners will be notified on or about February 1, 2019. The entries, including, but not limited to, all rights in winning entries, will become property of Con Edison and will not be returned. Each winner agrees to be bound by the Official Rules, and the decisions of the judges are final in all matters relating to the Contest. Each winner and his or her parent or legal guardian will be required to sign, notarize, and return within seven (7) days of notification: (1) an affidavit of eligibility or compliance with the rules and a statement of originality and verification of address; (2) a publicity release permitting Scholastic, Con Edison, and each of the respective designees to (i) use each winner's name, address, likeness, and biographical information and/or winner's entry; (ii) reprint each winner's submission, in whole or in part, in any and all media in the future; and/or (iii) use each winner's services, including all live and taped performances of each winner's media interviews, photo or video, and/or autograph sessions in connection with this Contest in any and all media known or hereafter developed worldwide, without limitation, including for advertising, publicity, and promotional purposes, without additional notice or compensation, notification, or permission, except where prohibited by law; and (3) a release of liability signed by the parent or legal guardian of the winner and traveling companions of the winner (as applicable); if the above are not executed and received by Scholastic within seven (7) days of the date of receipt, the prize may be awarded to an alternate winner from among all remaining eligible entries. Each entrant acknowledges and agrees that Con Edison and Scholastic shall have the right (subject to applicable law) to analyze and use his or her name, address, entry and biographical information (the "Information") for any and all purposes,

including, without limitation, sending advertising and promotional materials to each entrant, and for any other advertising, marketing, and promotional purposes except where prohibited by law.

**PRIZES:** Three (3) Grand Prizes will be awarded from each of the two grade groups (grades K–2 and grades 3–5) for a total of six (6) Grand Prize Student Winners. Each Grand Prize Student Winner (the "Grand Prize Student Winner," collectively "Grand Prize Student Winners") will receive a \$500 American Express\* Gift Card.

**TEACHER AND SCHOOL WINNERS**: The school each Grand Prize Student Winner attends (the "School Winner") will receive a classroom library of Scholastic books (ARV: \$500 each), and the teacher of each Grand Prize Student Winner (the "Teacher Winner") will receive a five hundred dollar (\$500) American Express Gift Card. For the purposes of the Contest, the Teacher Winner is defined as the teacher listed on the Student entry form.

STUDENT AND TEACHER RUNNERS-UP: Four (4) runner-up student prizes will be awarded (two winners from each grade group). Each of the four (4) runner-up student winners (the "Runner-Up Student Winners") will receive a two hundred dollar (\$200) gift card (in the form of a code) to the Scholastic Store online. The four (4) teachers of the Runner-Up Student Winners (the "Runner-Up Teacher Winners") will each receive a one hundred dollar (\$100) gift card (in the form of a code) to the Scholastic Store online. For the purposes of the Contest, the Runner-Up Teacher Winners are defined as the teachers listed on the Runner-Up Student Winner entry forms.

Gift codes can be used to purchase merchandise in the Scholastic Store online (store.scholastic.com) and are for single use only— each code must be used in one session. The gift codes will expire on June 30, 2020.

The Grand Prize Student Winners, the School Winners, the Runner-Up Student Winners, the Teacher Winners, and the Runner-Up Teacher Winners are collectively defined as the "Winners." Prizes are nontransferable, non-assignable, and no cash alternative will be offered except by Scholastic and Con Edison in the event of unavailability, in which case a prize of equal or greater value will be awarded. If any prize or prize notification is returned as undeliverable, the potential winner chooses to decline a prize for any reason, or the potential winner fails to comply with these Official Rules and all the requirements set forth herein, the prize may be forfeited. Taxes on prizes, if any, are the sole responsibility of the Winners, respectively. If a Grand Prize Student Winner or a Runner-Up Student Winner declines or otherwise forfeits his or her prize, the respective School, Teacher, and/or Runner-Up Teacher Winners agree to forfeit their prizes.

Total combined ARV of all prizes and awards in the Contest: \$10,200.

**6. GENERAL:** By entering and/or accepting a prize, an entrant and/or Winner and teacher recipient agrees to release and hold harmless Scholastic Inc., Con Edison, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, and all

others associated with the development and execution of this Contest, and the respective officers, directors, shareholders, agents, and employees of the foregoing (collectively, the "Released Parties") from any and all claims, demands, injuries, damages, or losses to the person or property and/or liabilities of any nature that in any way arise from participation in this Contest or acceptance or use of the prize. A designated representative from the Winners and/or the teacher who submitted the winning entry may be required to sign and return an affidavit of eligibility and liability/publicity release within 10 business days of notification attempt or an alternative winner may be selected. By entering the Contest and/or accepting a prize, the submitting teacher and School grant to Scholastic and its designees the right to use his/her/its name, likeness, hometown, biographical information, and entry for any lawful purposes, including advertising and promotional purposes, in any and all media now or hereafter known throughout the world, in perpetuity, without further notice, permission, or compensation, except where prohibited by law.

The Released Parties are not responsible for interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; for lack of availability or accessibility, or miscommunications due to failed computer, satellite, telephone, or cable transmissions or lines; for technical failure or jumbled, scrambled, delayed, or misdirected transmissions; for computer hardware or software malfunctions, failures, or difficulties; or for any other computer, network, technical, typographical, human, or other error, problem, or malfunction related to or in connection with the Contest, including, without limitation, errors, problems, or malfunctions that may occur in connection with the administration of the Contest, the announcement of the prizes, the processing or judging of entries, or any Contest-related materials. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest and assume no responsibility for any injury or damage to participants' or to any other persons' computers (whether hardware or software) relating to or resulting from downloading materials or software in connection with this Contest.

If for any reason (including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Scholastic, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest) the Contest is not capable of being conducted as described in these rules, Scholastic shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest.

- **7. WINNERS' LIST:** For the names of the Winners, send a self-addressed, stamped envelope, after June 1, 2020, and before December 1, 2020, to The Power of Green 2019 Student Contest Winners' List, Scholastic Inc., 557 Broadway, New York, NY 10012.
- **8. CONTEST SPONSOR:** Scholastic Inc., 557 Broadway, New York, NY 10012.

For any questions or concerns regarding this Contest, please contact

submissions@scholastic.com