

## **BUDBURST PLANT TRACKERS STUDENT CONTEST**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY. CONTEST SUBJECT TO THESE OFFICIAL RULES.**

**1. TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the **Budburst Plant Trackers Student Contest** (the “Contest”), an Eligible Student (as defined below) must complete the entry form found at the contest website [scholastic.com/budburst](https://www.scholastic.com/budburst), and observe a plant, sketch it, and fill out the questions in the entry form (the “Entry”). The Submitting Teacher (as defined below) must then send the completed Entry either electronically at the contest website, by email by emailing the entry to: [scholastic submissions@scholastic.com](mailto:scholastic submissions@scholastic.com), or through the mail to by mailing a physical copy of the entry to:

Scholastic Inc.,  
Budburst Plant Trackers Student Contest  
ATTN: Space 3-226 (SNP)  
557 Broadway,  
New York, NY 10012

The required fields on the entry form include Student Name, Student Grade, Teacher’s Name, Teacher’s Email, School Name, School Address, School City, and School State. If those fields are not completed, the entry will be considered ineligible. An entry must be submitted either by the student’s teacher or student’s parent (if the student’s parent submits the entry it must include the teacher’s contact information) and uploaded, emailed, or postmarked between 12:01 a.m. Eastern Time (“ET”) on February 11, 2021 and 11:59 p.m. ET on April 26, 2021 (the “Entry Period”). Mailed entries postmarked within the entry period must be received by 11:59 p.m. ET on May 5, 2021.

**2. ELIGIBILITY:** The Contest is open only to students in grades 3–6 in a public school, an accredited private school, or a home school in the 50 United States (or the District of Columbia) which is in compliance with the laws and regulations of its state/district and who are residents of the United States (an “Eligible Student”). Students’ teachers or student’s parents may also mail in, email, or upload entries on the students’ behalf, if the teacher is 18 or older and a teacher at the student’s school (“Submitting Teacher”). Employees of Scholastic Inc. (“Scholastic” or “Sponsor”), Chicago Botanic Garden or Budburst, (“Budburst”) and members of their immediate families (parents, children, siblings, spouse) or family members living in the same household (whether related or not), their parents, subsidiaries, affiliates, and their advertising, promotion, and production agencies, manufacturers or distributors of Contest materials are not eligible to enter (collectively, “Sponsor and Promotion Parties”). Void where prohibited or restricted by law. Any person who attempts to defraud or tamper with the Contest will be ineligible for prizes. Each student may only enter once. The Submitting Teacher may only enter one submission per student for an unlimited number of students.

**3. ENTRY:** By submitting an entry, each Eligible Student and where applicable Submitting Teacher agrees Scholastic and Budburst shall own the entry submitted (including all rights embodied therein in winning entries) 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 Eligible Student or Submitting Teacher, except as prohibited by law. The Eligible Student and/or Submitting Teacher’s personally identifiable information submitted in connection with his or her entry shall be subject to Scholastic’s privacy policy found at [scholastic.com/privacy.htm](http://scholastic.com/privacy.htm). And Budburst’s privacy policy found at: [budburst.org/privacy-policy](http://budburst.org/privacy-policy) Scholastic reserves the right to disqualify any entry if it deems the entry to be offensive, inappropriate or not completed in good faith, in its sole discretion. Entries must be the Eligible Student’s own work. In the event of a dispute over the identity of an Eligible Student and/or a Submitting Teacher, entry will be deemed submitted by the holder of the email account submitted in connection with the entry.

**4. WINNER DETERMINATION:** At the end of the Entry Period, a panel of qualified judges determined by Scholastic and Budburst in their sole discretion will select two (2) winners, one (1) winner from grades 3–4 and one (1) winner from grades 5–6 with the highest-scoring entries from among all eligible entries based on the following criteria (“Judging Criteria”):

**JUDGING CRITERIA (Total 20 points possible)**

The following criteria will be used to evaluate entries:

**1. WRITING (10 points):**

- Observations are **described** clearly (could include: size, color).
- Observations include topic-specific **vocabulary**.
- Claims about the plant and its phenophase are accurate and thoughtful, supported with reasons and/or **evidence**.
- **Predictions** show knowledge of plant life cycle patterns.

**2. DRAWING (5 points):**

- The drawing includes different **plant parts**.
- Multiple plant parts are **labeled** with accurate vocabulary (example: stem, trunk).
- The drawing is **neat** and clear.

**3. LANGUAGE (5 points):**

- Writing is clear and **organized**.
- Spelling, capitalization, punctuation, and grammar shows careful **editing**.

In the event that there is an insufficient number of eligible entries, Sponsor reserves the right not to award the prizes.

**5. PRIZES:** Two (2) Eligible Students, one (1) student from grades 3–4 and one (1) student from grades 5–6 (the “Winners”) will be selected from among all the eligible entries received. The Winners will each receive \$1,000 (ARV \$1,000) and each winning student’s teacher will receive \$1,000 (ARV \$1,000). Sponsor will notify the potential winners and their teachers to confirm acceptance of the prizes. If a potential winner does not agree to the obligations in these Official Rules and the affidavit/release, Sponsor may award that prize to another Eligible Student at Sponsor’s sole discretion (if another Eligible Student is chosen, the prior potential winner’s teacher will not receive his/her portion of the prize either). If a Winner’s teacher does not agree to the affidavit/release, he/she will not receive the grant. Winners will be notified around May 2021. The prizes are non-transferable, non-assignable, and no alternative will be offered. Taxes on the prizes, if any, are the sole responsibility of the Winners and the teacher recipients.

**6. GENERAL:** By entering, the Eligible Student and/or Submitting Teacher (where applicable) agrees to release and hold harmless Sponsor, and Promotion Parties, and 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, 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, use of the prize, participating in or traveling to or from any prize-related activity. The Winners, the Submitting Teachers (where applicable) and the teacher receiving the teacher portion of the prize (if different from the Submitting Teacher) may each be required to sign and return an affidavit of eligibility and liability/publicity release within ten (10) business days of notification attempt or an alternative winner may be selected. The Sponsor is not responsible for delays in receiving or responding to winner prize notifications and such winner(s) may be disqualified at Sponsor’s sole discretion. Prizes will only be executed in and delivered to addresses within the United States. The Winners may be required to participate in reasonable promotional activities. By entering the Contest and/or accepting a prize, the Eligible Student and/or Submitting Teacher (where applicable) grants to Sponsor and Promotion Parties and their designees the right to use his or her name, likeness, hometown, biographical information, school name, 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 late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled, postage-due, illegible, inaccurate, delayed or stolen entries or mail; 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, issues relating to epidemics or pandemics, 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' NAMES:** The names of the winners and prize recipients will be available on the contest site: [scholastic.com/budburst](https://www.scholastic.com/budburst) around early June 2021.

**8. CONTEST SPONSOR/ADMINISTRATOR:** Scholastic Inc., 557 Broadway, New York, NY 10012.

For any questions or concerns regarding this Contest, please contact [scholastic submissions@scholastic.com](mailto:scholastic submissions@scholastic.com).