

FUTURE ENGINEERS CHALLENGE

OFFICIAL RULES

1. HOW IT WORKS:

Future Engineers (“**Sponsor**”) leverages a nationwide network of resources to provide students and classrooms all over the country with unique science, technology, engineering, art, and mathematics challenges. We refer to each of these as a “Challenge”. Each Challenge will have its own unique requirements and will be governed by two different sets of rules - these official rules (the “**General Rules**”), which will generally apply to every Challenge, and any Challenge specific rules (“**Challenge Rules**”) which will supplement and be in addition to these General Rules.

Usually the General Rules and the Challenge Rules work together, but occasionally, we may need to adjust some of these General Rules for a particular Challenge. If we do, we’ll tell you about those changes at the top of the Challenge Rules.

2. ELIGIBILITY:

- 2.1 Each person participating in a Challenge is referred to as an “**Entrant.**” Only teachers at an educational institution located within the United States or its territories or possessions (referred to as an “**Eligible School**”) may register a class for a Challenge and create a “**Class Code**” for students in that class to register. Generally, students of a classroom that has registered to participate in a Challenge and received a Class Code are eligible to participate in any Challenge that has been selected by their teacher. Students may also participate in any Challenge without a Class Code (“**Independent Entry**”) provided that if the student is under the age of 18, he or she will be required to provide parental consent. Regardless of whether a student enters using a Class Code or submits an Independent Entry, all students under the age of 18 are required to provide parental consent to be eligible to receive a prize.

Students that have entered using a Class Code but have not provided parental consent may not provide any personal information other than that which the school has the legal authority to provide for educational and classroom purposes, and will not be eligible for prizing.

Students may be required to provide personal information in order to receive a prize, which will require parental consent if the student is under 18 years old. Failure to provide parental consent when required will result in the student voluntarily forfeiting any prize to which he or she may have otherwise have been entitled.

In addition, because of the educational nature of the Challenges, certain Challenges may only be open to specific peer groups (for example, students of the same grade level, or students of the same school district). These “**Additional Eligibility Requirements**” will be published in the applicable Challenge Rules.

3. TIMING:

3.1 Challenges will begin and end on specific dates set forth in the applicable Challenge Rules. In those instances, all Entrants will be required to submit their entries by the Challenge closing date or will be disqualified.

4. **HOW TO ENTER:**

4.1 Generally, Challenges will require the preparation of a STEAM based project (“**Submission**”). Submissions includes all content and designs authored in connection with the Challenge but expressly exclude all personal information and educational records of the entrants. All Submissions must be uploaded to the platform by 11:59:59 p.m. PT on the close date for the Challenge or the Midnight on the applicable Challenge Window, depending upon the Challenge Rules. All Submissions must meet the Submission Criteria described in the applicable Challenge Rules. Submissions may be uploaded by the student or by the applicable teacher if the Submission is connected to a Class Code.

4.2 For greater certainty, there is a limit of one (1) Submission per person or group (depending on the Challenge Rules). If it is discovered that any person has attempted to: (a) obtain more than one (1) Entry per person or group (depending on the Challenge Rules) and/or (b) use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Challenge; then he/she/they may be disqualified from the Challenge. All team members of a winning group must have parental consent in order for a prize to be awarded.

4.3 All Submissions are subject to verification. Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Challenge. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

4.4 Each Entry (and each individual component thereof) must conform to the Guidelines and Restrictions below and that Sponsor, in its sole discretion, may remove any Entry and disqualify any Entrant from a Challenge if it believes, in its sole discretion that the Entry fails to conform to the Guidelines and Restrictions and/or these Rules.

5. **GUIDELINES AND RESTRICTIONS:**

5.1 The Submission must conform to the following guidelines and restrictions (all as determined by the Sponsor in its sole and absolute discretion):

- The Submission must be in English;
- The Submission cannot have been submitted previously in a promotion of any kind or displayed publicly through any means. The Submission must not include any identifiable information of a third party such as name, address, phone number or email address;

- The Submission must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement or trade-mark infringement
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain text, images or artwork not created by Entrant;
- The Submission must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous.
- The Submission must not contain swear words or other course language;
- The Submission must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission may not include any personal information , name, or likeness, of any person under the age of 13 unless that person’s parent or legal guardian has executed a written consent
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

5.2 **THE DECISION REGARDING THE APPROPRIATENESS OF THE CONTENT OF ALL SUBMISSIONS SHALL BE AT THE SOLE DISCRETION OF THE SPONSOR.**

5.3 **BY SUBMITTING A SUBMISSION, YOU AGREE THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES.**

5.4 **THE RELEASEES (AS DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR SUBMISSION(S) (OR ANY COMPONENT THEREOF) BY, OR ON BEHALF OF, THE SPONSOR. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.**

5.5 The Sponsor and/or its designated moderator (the “**Reviewer**”) will screen every Submission. The Reviewer reserves the right, in its sole discretion, to edit or modify any Submission (or a component thereof), or to request an Entrant to modify, edit and/or re-submit his or her Submission (or a component thereof), in order to ensure that the Submission complies with these Rules, or for any other reason. For greater certainty, the Reviewer reserves the right, in its sole discretion and at any time during the Challenge, to modify, edit or remove any Submission (or a component thereof), or to request an Entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission, or for any other reason. If such an action is necessary during any Voting

Phase (as defined in these Rules), then the Sponsor reserves the right, in its sole discretion, to reset the vote count associated with the Submission to zero (or, to whatever number the Sponsor deems appropriate in its sole discretion).

5.6 By participating in the Challenge, each Entrant warrants and represents that his/her Submission(s) (and each component thereof): (i) is original to him/her and that the entrant has all necessary rights (including, without limitation, consent of the photographer) in and to the Submission(s) to enter the Challenge; and (ii) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever.

5.7 By entering the Challenge and submitting a Submission, each Entrant: (i) to the extent permitted under applicable laws, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission (but excluding any educational information, personal information, name, or likeness of any Entrant under the age of 18 unless that Entrant provides parental consent), in whole or in part, for advertising or promoting the Challenge or for any other reason; (ii) waives all moral rights in and to his/her Submission in favor of the Sponsor to the fullest extent permitted by law; and (iii) agrees to release and hold harmless the Releasees (defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Submission.

6. **CONSENT:**

6.1 Entrants under the age of 18 will require parental consent to be submitted prior to receiving a prize. Entrants under 18 that are not using a Class Code to enter will also require parental consent to be submitted prior to participating in any Challenge.

6.2 Parental consent will be collected when required by each Eligible School for entrants under the age of 18 using a Class Code or directly by Future Engineers from the parent or guardian of any Entrant entering a Challenge without a Class Code. .

6.3 Failure to provide a consent form when required will result in disqualification.

7. **FINALIST SELECTION PROCESS:**

7.1 A panel of judges (the “**Challenge Judges**”) appointed by the Sponsor will judge all eligible Submissions (although different Challenge Judges may judge different stages of a Challenge) on the basis of weighted criteria described in the applicable Challenge Rules.

5.2 Odds of being selected as an eligible Finalist (defined below) depend on the number and caliber of eligible Submissions received. In the event of a tie between two or more Submissions, each eligible Submission will be given a score (the “**Score**”) by the Challenge Judges in their sole and absolute discretion and the Submission with the highest score will be deemed to be the eligible Finalist.

7.3 The decision of the Challenge Judges is final.

8. **PRIZES AND APPROXIMATE RETAIL VALUES (ARV):**

8.1 **Prizes and approximate retail value will be described in the Challenge Rules.** Prizes may not be substituted, assigned and/or transferred, except Sponsor reserves the right to substitute any prize (or a component thereof) with a prize of equal or greater value for any reason. Certain special restrictions or requirements may apply to individual prizes (“**Prize Conditions**”). Taxes and any other expenses not listed above are responsibility of winners and not the teacher or Eligible School. Allow 4-6 weeks after prize notification for receipt of the applicable prize. You are not a winner of any prize until you receive official notification from Sponsor and all Prize Conditions has been met.

8.2 As detailed above, each winner must complete, execute and return a publicity release and affidavit of parental consent and eligibility confirming the consent of the parent or legal guardian to collect and use winner's name, photo(s), hometown, likeness, statements or prize information for fulfilment of the prize and publicity purposes in connection with the Challenge without limitation and without additional compensation, except where prohibited.

8.3 All Submission materials remain the property of the Entrants but as a condition of receiving the prize, the Entrant will be required to grant to Sponsor a perpetual, irrevocable, unlimited, worldwide, royalty-fee, assignable, and sublicensable right and license to use, distribute, display, exploit, commercialize, and use the Submission without any further compensation (but not any educational records, personal information, name, or likeness of any Student under the age of 18). By entering a Submission you grant to Sponsor an unlimited right and license to publish, use, adapt, edit and/or modify your Submission (or any component thereof) in any way, in any and all media worldwide, in connection with the Challenge without limitation. Sponsors may assign or sublicense all of the foregoing rights to any entity providing support for the Challenge (“**Challenge Parties**” and together with Sponsor, the “**Releasees**”). From time to time, a Challenge Party may require assignment of all rights in a Submission to the Challenge Party or placing of the Submission in the public domain as a Prize Condition or a condition of entry.

9. **GENERAL CONDITIONS:**

9.1 The 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, Internet Service Provider (ISP) or other connection availability, server malfunction, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions or any human, mechanical or technical or electronic error which may occur in the collection and processing of Submissions and/or votes; (b) failed, incomplete, garbled or delayed computer transmissions; (c) lost, late, misdirected or incomplete Submissions, votes or personal information or mail; or (d) any condition caused by events that may cause the Challenge to be disrupted or corrupted, regardless of the reason. Sponsor is not responsible for injury or damage to any person or property related to or resulting from participating in this Challenge.

- 9.2 Sponsor reserves the right, at its sole discretion, to cancel, amend or suspend the Challenge or any portion thereof (including, without limitation, amending these Rules) should viruses, bugs, technical difficulties, suspected or actual electronic tampering, or other causes corrupt the administration, security, integrity or proper play of the Challenge. In the event of cancellation or suspension, notification thereof will be posted on the Website and prizes will be awarded based all eligible Submissions legitimately received immediately prior to the event(s) causing the termination or suspension. Persons who tamper with or abuse any aspect of the Challenge, or act in violation of the General Rules or Challenge Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor, will be disqualified. Sponsor is not responsible for any incorrect or inaccurate information whether caused by website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Challenge. Any use of robotic, macro, automatic, programmed or like Submission methods will void all such entries, and may subject that Entrant to disqualification.
- 9.3 Challenge, including construction, validity, interpretation and enforceability of these Rules shall be: (a) governed by the laws of the State of California without regard to choice of law or conflict of law principles (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California; (b) any dispute, claims and causes of action arising out of or connected in any way with the Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and brought exclusively in a federal or state court in the county of Los Angeles in the state of California; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (d) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, 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.
- 9.4 The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Submission(s) with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Challenge as contemplated in these General Rules. All changes to these General Rules will be posted on the Sponsor's Website.
- 9.5 In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Challenge-related materials, these Rules shall prevail, govern and control.
10. **PRIZE WINNERS LIST:**
- 10.1 For names and towns of Winners, visit www.futureengineers.org after the Challenge period for a period of [thirty (30) days] after winners have been selected.

11. **SPONSOR:**

11.1 Future Engineers, LLC.