

FUTURE ENGINEERS CHALLENGE

OFFICIAL RULES

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND SPONSOR WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHTS, AMONG OTHER THINGS, TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. Refer to 9.3 below.

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 have registered to participate in the 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 within the time required. 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 when required 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 until parental consent is received.

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 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), or some Challenges may be open-ended skills challenges which do not offer prizes. These “**Additional Eligibility Requirements**” will be published in the applicable Challenge Rules.

3. **TIMING:**

- 3.1 Challenges will have specific deadlines for receipt of Submission and related materials, required documentation, or other Submission requirements, and each Challenge will begin and end on specific dates all as set forth in the applicable Challenge Rules. In those instances, all Entrants will be required to submit their entries and any other required documentation by the dates and times set forth in the Challenge Rules or may be disqualified.

4. **HOW TO ENTER:**

- 4.1 Generally, Challenges will require the preparation of a STEM 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. Details, deadlines and specifics relating to any particular Challenge will be as stated in the applicable Challenge Rules. Unless otherwise stated in the Challenge Rules, all Submissions must be uploaded to the platform by 11:59:59 p.m. PT on the close date for the Challenge or 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 (or team) (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 or fraudulent names, identities and/or more than one (1) email address to enter the Challenge; then he/she/they may be disqualified from the Challenge. Each team member of a winning group will be required to provide parental consent within the time specified in order for a prize to be awarded to such team member. Sponsor reserves the right not to award a prize to an Entrant or to an entire team, if their Submission or such Entrant or any team member(s) is/are found to be ineligible or noncompliant in any respect. In whole or in part unsuccessful, exploitative, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, or incomplete Entries in whole or in part, or those not deemed to be submitted in good faith, may be disqualified.
- 4.3 All Submissions are subject to verification. Proof of receipt does not constitute proof of eligibility for the Challenge. 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 and/or be awarded a prize. 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 any other provision of these General Rules and/or specific Challenge 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, or text, images, or artwork over which Entrant does not have specific rights to submit in a Challenge;
- 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 coarse language;
- The Submission must not contain material that Sponsor deems to promote cruelty, bigotry, racism, hatred or harm against any animal, 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 GENERAL RULES AND THE CHALLENGE 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 from an Entrant under the age of 13 for personally identifiable information, and reserves the right but without obligation, in their sole discretion, to edit or modify any Entrant’s 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 the Privacy Policy, these Rules or Challenge 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.
- 5.6 By participating in the Challenge, each Entrant warrants and represents that: (i) his/her Submission(s) (and each component thereof) is original to him/her; and (ii) Entrant has all other rights, licenses, permissions and consents necessary to the Submission and its entry into the Challenge, to grant all of the rights granted to the Sponsor (and any other Challenge Party as defined below) and/or the use by them of the rights granted by Entrant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, approval rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the Submission, use, exhibition and/or any other use or exploitation of the Submission, in whole and in part, the use thereof by Sponsor.
- 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, use in composite form, or otherwise use his/her Submission (excluding personal information), in whole or in part, for advertising or promoting the Challenge or for any other reason or purposes; (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 actions, claims and liabilities 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 Sponsor reserves the right to accept and to judge all eligible Submissions; however, Entrants under the age of 18 will be required to provide parental consent in order to receive 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 may result in disqualification.

7. **FINALIST/WINNER SELECTION PROCESS:**

- 7.1 A panel of judges (the “**Challenge Judges**”) appointed by the Sponsor will judge 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.
- 7.2 Unless otherwise stated in the Challenge Rules, in the event of a tie between two or more Submissions, each eligible tied 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 or winner, as applicable.
- 7.3 Submissions may appear the same or similar to other Submissions in a Challenge, or the methods, materials and ideas contained in one Submission may be similar or identical in whole or in part to another Submission; Challenge Judges have the absolute right to judge and score one higher than the other, subject to the judging criteria set forth in the Challenge Rules.
- 7.4 The decisions of the Sponsor and Challenge Judges is final and binding.

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. Unless otherwise stated, trip prizes may include roundtrip air transportation within the continental U.S. if winner resides more than 200 miles from prize location. Ground transportation may in Sponsor’s discretion be provided in lieu of air

transportation if winner resides less than 200 miles from prize location. Prizes won by minors may be awarded to and in the name of their parent or adult legal guardian. With the exception of all valid manufacturer's warranties with respect to a prize, prizes are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement. Certain special restrictions or requirements may apply to individual prizes ("**Prize Conditions**"), which will be as stated in the Challenge Rules. Taxes and any other expenses not listed above are responsibility of winners (or if a minor, their parent or adult legal guardian) and not the teacher or Eligible School. Allow 4-6 weeks after prize notification for receipt of the applicable prize. Prize awards are subject to verification of eligibility and compliance with these General Rules, Challenge Rules and decisions of the Sponsor; potential winners will receive official notification from Sponsor and may be required to respond with additional documentation within the time required, or may be disqualified and forfeit the prize.

8.2 As detailed above, each winner (or if a minor, their parent or adult legal guardian) must complete, execute and return an affidavit (or declaration, as determined by Sponsor) of eligibility, liability and publicity release, except where prohibited.

8.3 All Submission materials remain the property of the Entrants (unless otherwise stated in connection with a specific Challenge) but as a condition of receiving the prize, the Entrant grants to Sponsor a perpetual, irrevocable, unlimited, worldwide, royalty-free, assignable, and sublicensable right and license to use, distribute, display, exploit, commercialize, and use the Submission for any and all purposes without any further compensation (excluding personal information). By entering a Submission, Entrants grant to Sponsor an unlimited right and license to publish, use, adapt, edit and/or modify the Submission (or any component thereof) in any way, in any and all media worldwide, in connection with the Challenge without limitation. Sponsor may assign or sublicense all of the foregoing rights to any entity, including but not limited to those providing monetary, prizing, administrative or other support for the Challenge or any element thereof ("**Challenge Parties**" and together with Sponsor, the "**Releasees**"). Entrants also agree that the Releasees are free to use any of the ideas, concepts, know-how, or techniques submitted as part of or in connection with a Challenge and/or Submission for any purpose, and in furtherance of any rights granted to it in any required documentation. 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 any other information, nor for the failure to collect the aforementioned information; (b) failed, incomplete, garbled or delayed computer transmissions; (c) lost, late, misdirected or incomplete Submissions, or 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 specific Challenge or any portion thereof (including, without limitation, amending these Rules or Challenge Rules), for example if viruses, bugs, technical difficulties, suspected or actual electronic tampering, or other causes could corrupt the administration, security, integrity or proper execution of the Challenge, a specific Challenge or any element thereof, in whole or in part. In the event of cancellation or suspension, notification thereof will be posted on the Website and, only if deemed fair by Sponsor in its sole and absolute discretion will prizes 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 (suspected or actual) use of cheating, robotic, macro, automatic, programmed or like Submission methods will void all such entries, and may subject that Entrant to disqualification.
- 9.3 Sponsor's decisions are final and binding in all matters and disputes relating to the Challenge and all elements thereof, including, but not limited to, interpretation and application of General Rules and Challenge Rules. For greater certainty, such matters and disputes are to be resolved in Sponsor's sole discretion. By participating, Entrants waive all rights to jury trial in any action or proceeding instituted in connection with the Challenge and the Rules. For any controversy or claim arising out of or relating to these Official Rules and/or the Challenge or any element thereof, Entrants and Sponsor irrevocably submit and consent to binding arbitration conducted by a one-person neutral arbitrator selected by mutual agreement of the parties. Such arbitration shall be held in or closest to the County of Los Angeles, California. The arbitrator is not authorized to award indirect, incidental, consequential, punitive or other damages not measured by the prevailing party's actual out-of-pocket expenses; participants waive any and all rights to have damages multiplied or otherwise increased. Each of the parties shall bear their own costs, expenses and attorneys' fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAWS.

- 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 or Challenge Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Submission(s) with these Rules or a Challenge, or as a result of technical problems, or in light of any other circumstances including those which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Challenge or any element thereof as contemplated in these General Rules. All material changes to these General Rules will be posted on the Sponsor's Website.
- 9.5 In the event of any omission, discrepancy or inconsistency between the terms and conditions of these Rules and those contained in or made in connection with any Challenge and/or related materials, it is generally intended that these Rules shall prevail, govern and control the general terms and shall provide terms for any omissions, and the Challenge Rules shall control the specifics relating to that particular Challenge. These General Rules shall also control and serve to clarify any confusion, error or mistake communicated (at any time before, during, or after a Challenge or any part thereof) by any person or entity in any and all media.
- 9.6 To the maximum extent permitted by applicable law, Entrants and winners (or if minors, their parent or legal guardian) agree to release, indemnify, defend and hold harmless Releasees from and against any and all threatened or actual claims, debts, demands, actions, causes of action, suits, proceedings, judgments, settlements (whether or not litigation is commenced), obligations, damages (including without limitation wrongful death, bodily or personal injury and disability), losses, accounts, reckonings, executions, liabilities, costs and expenses (including reasonable attorney's fees), property damages and any other losses, penalties or fines whatsoever of any kind or nature, whether at law or in equity, known or unknown, asserted or un-asserted, that Entrant ever had, now have, or that may arise in the future ("Disputes") asserted in, arising out of or based upon participation in the Challenge, the Entry (in whole or in part), any Challenge-related activity and/or Prize-related activity or inability to participate in/or parts thereof, the delivery, acceptance, use, mis-use of a Prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, violation of intellectual property rights, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Entrant, any individuals or entities responsible for the execution or administration of Challenge, and/or any other party, individual or entity. Further, to the maximum extent permitted by law, and without limiting the foregoing, Entrants and winners covenant not to sue any Releasee or cause them to be sued regarding any Dispute released herein, and further covenant not to disaffirm, limit or rescind these releases.
- 9.7 A waiver by Sponsor or one or more of the Releasees of any term in these Rules or any Challenge Rules does not constitute a waiver of any other provision. Any provision determined to be invalid shall be stricken to the extent of its invalidity and the remainder of these Rules shall remain in full force and effect.

- 9.8 Sponsor shall not be liable to Entrants, winners or any other person or entity for failure to execute the Challenge, or any element thereof, or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, event or experience cancellation or delay, or any similar or dissimilar event beyond its control.
- 9.9 By entering, each Entrant expressly consents to the Sponsor (and its authorized representatives) storing, sharing and using the information submitted with a Submission for the purpose of administering a Challenge, prize award and fulfillment, and in accordance with Sponsor's Privacy Policy at <https://www.futureengineers.org/Pdfs/PrivacyPolicy.pdf> and Terms of Use at <https://www.futureengineers.org/Pdfs/TermsOfService.pdf>.
10. **PRIZE WINNERS LIST:**
- 10.1 For names and towns of Winners of prizes over \$25, visit www.futureengineers.org after a Challenge period for a period of [thirty (30) days] after winners have been selected.
11. **SPONSOR:**
- 11.1 Future Engineers, LLC.