

Terms and Conditions for the 2012 National STEM Video Game Challenge:

Educator Category

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO ENTRY. NO PURCHASE IS NECESSARY TO ENTER OR WIN. OPEN ONLY TO INDIVIDUALS WHO ARE AGE 18 (AGE 21 WHERE REQUIRED BY LOCAL LAW) OR OLDER, AND WHO ARE EITHER (1) LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, OR (2) UNITED STATES CITIZENS WITH A PERMANENT UNITED STATES ADDRESS WHO ARE CURRENTLY RESIDING ON AN OVERSEAS UNITED STATES MILITARY INSTALLATION. VOID WHERE PROHIBITED BY LAW.

The National STEM Video Game Challenge: Educator Category (the "**Educator Challenge**") is sponsored by the Entertainment Software Association, Microsoft and the AMD Foundation, in collaboration with the Joan Ganz Cooney Center ("**JGCC**") and E-line Media ("**E-Line**") (collectively the "**Sponsor(s)**"). By entering the Educator Challenge you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the "**Terms and Conditions**") outlined herein below:

1. **Mission:** The goal of the National STEM Video Game Challenge is to challenge emerging and experienced game developers to design video games for children (grades pre-k through 12th) that teach key Science, Technology, Engineering and Math ("**STEM**") concepts and that foster an interest in STEM subject areas. Educator Challenge entrants are invited to submit a playable prototype (amongst other things, as more fully detailed in Paragraph 5 below) for concepts that push the boundaries of game—based STEM learning among children either in grades 5 through 8 or grades 9 through 12 ("**Project(s)**").
2. **Eligibility:** The Educator Challenge is open only to individuals who are 18 years of age (21 years of age where required by local law) or older as of the date of entry; and who are legal residents of one of the fifty (50) states of the United States or the District of Columbia or are United States citizens with a permanent United States address and currently residing on an overseas United States military installation; and are either a professional with an active teaching certification on the pre K through grade 12 levels, or a professional currently teaching or engaging children through a youth serving, non-profit organization (as designated by their status as defined by the Internal Revenue Service, i.e., a 501(c)(3) organization).

The following individuals are not eligible to enter or win the Educator Challenge: current or past (within the immediately preceding 12 months) employees, officers, directors and contractors of the Sponsors and/or Sesame Workshop, current recipients of grants from JGCC and E-Line, and anyone involved in the conduct of the National STEM Video Game Challenge (including judges), and any member of the immediate family (i.e, a spouse, parent, grandparent, child or grandchild) or household of any of the foregoing individuals and/or prior winners of any prize sponsored in whole or in part by the Joan Ganz Cooney Center.

Applicants may make **ONLY ONE** Submission to the 2012 National STEM Video Game Challenge in any category or for any prize stream. Applicants who submit more than one Submission, either as an individual or as a member of a Team, will be subject to disqualification.

3. **Entries by Teams:** Entries may be submitted either by individuals or by groups of individuals (each a "**Team**"). If an entry will be submitted by a Team, the Team must consist of no more than four (4) individuals, and each member of a Team must satisfy the eligibility requirements set forth in Section 2 above. Each Team must designate in the application a single member of the Team who will serve as the Team's sole representative for communications and all other purposes in connection with the Educator Challenge (the "**Team Leader**"). All agreements, consents, representations and warranties made or given by a Team Leader herein or otherwise in connection with the Educator Challenge will be binding upon all members of the pertinent Team as if made by each such member.

4. **Entry Period:** The entry period for the Educator Challenge begins at 10:00 a.m. Eastern Time (ET) on **November 15, 2011** and ends at 11:59 p.m. Pacific Standard Time (P.S.T.) on **March 12, 2012** (the "**Entry Period**").

5. **How To Enter:** To enter, visit www.stemchallenge.org (the "**Site**") during the Entry Period and follow the entry instructions. All Submissions (as defined below) must be in the English language and completed and received in their entireties by JGCC by no later than 11:59 p.m. P.S.T. on **March, 12, 2012** to be eligible. Proof of submission is not proof of receipt. JGCC's computer will be the official clock for the Educator Challenge. JGCC reserves the right not to acknowledge or return any Submission. Each Submission must be comprised of the following (a submission which meets these criteria will be referred to as a "**Submission**"):

(a) A fully-completed online Application Form, which must specify the name of the entrant or, if the entry is submitted by a Team, the name of the Team Leader and all members of the Team and all accurate and up to date contact information, including an e-mail address and phone numbers.

(b) A Project in one of the following two categories:

(i) **Middle School:** Applicants may submit a Project that is aimed at teaching STEM-based concepts to children in grades 5 through 8.

(ii) **High School:** Applicants may submit a Project that is aimed at teaching STEM-based concepts to children in grades 9 through 12.

(c) A written game proposal describing the entrant's Project (the "**Proposal**"). Each Proposal must comply with the following technical specifications: The Proposal must be in pdf file form; the Proposal must not exceed 5 pages or 1500 words in total; each page of the document should be submitted in 8 1/2 " x 11" page size (portrait orientation preferred), with margins set at a minimum of 1" (top, bottom, left and right); and all text should be 12-point Arial

or Times New Roman font. In addition, each Proposal must contain each of the following components:

- **Entry Title**
- **Executive Summary**
- **Concept Overview:** What is your Project? At what stage of development is the Project?

Educational Value Proposition and Impact: What educational need(s) does your Project aim to address? How have you been/will you measure educational impact?

Research: What research theories or evidence are driving the development of your Project? What, if any, research has been done, and what are the outcomes?

Contribution to the field of STEM Learning: How does your Project address the challenge of STEM curriculum through digital gaming.

Playability: How does the Project work?

- **Potential for Scale:** Does your Project have potential for broad scale impact? What is the feasibility of mass production, marketing and distribution? Please outline your thoughts around an implementation plan.
- **Underserved Communities:** How can your Project be made available on a platform that is accessible to underserved communities, such as to being played via a dial-up internet connection with a standard web browser or mobile phones that have limited connectivity and functionality
- **Next Steps:** Sketch out your plan for what you will do next if you win a Prize. What is your next stage of development?

(d) A playable prototype of the Project ("**Playable Prototype**"). The Project must be at a stage where a field/market test can occur. Idea/concept stage projects will not be accepted. Each Submission must consist of an embedded link to an online video of the prototype being demonstrated or a link to the prototype itself if it is available to be played online.

(e) A brief biography of the entrant or, if you are applying as a Team, brief biographies of each of the Team members. Each biography must not exceed 500 words and must contain information about the Applicant's or Team member's relevant work experience and educational background, and should be submitted in the form of a portable document format (PDF) file. For Teams, all Team member biographies must be included in one PDF document.

Each part of a Submission should be uploaded to the Site during the Entry Period, and each Submission should comply with all of the Entry Guidelines set forth in paragraph 6. Failure to do so may result in disqualification of that entrant/Team as determined by Sponsors in their sole discretion.

6. **Entry Guidelines:** Each individual or Team that submits a Submission (each an "Applicant") must retain a copy of the Submission. JGCC is not responsible for, and each Applicant specifically releases JGCC from any claims or liability relating to, any loss or damage to the Applicant's Submission.

All Submissions must comply with the following Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property-related rights;
- The Submission must not disparage Sponsors or any other person or party affiliated with the promotion and administration of the Educator Challenge;
- The Submission must not contain footage, images or artwork not created by entrant unless such footage, images or artwork are included as part of the Applicant's chosen game creation platform or Applicant has obtained all rights necessary to include such footage, images or artwork as part of a Submission to the Educator Challenge;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- 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.

By entering, each Applicant represents and warrants that (a) the Applicant's Submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the Submission are wholly original with the Applicant, (b) no person or entity has collaborated with Applicant in creating the Submission, provided any material or information for inclusion in the Submission, or has any ownership rights in and to the Submission or any component thereof (note: an Applicant that is a Team warrants and represents that no person who is not a Team member collaborated with the Applicant, provided any material or information, or has any ownership rights in and to the Submission), (c) Applicant has the exclusive, unconditional right and authority to submit the Submission to

JGCC and to grant the rights set forth herein, and (d) the Applicant's Submission complies with these Official Rules in full. Submissions must not contain any material that JGCC, in its sole discretion, deems inappropriate for public viewing and/or determines is contrary to its mission. JGCC reserves the right in its sole discretion to disqualify and/or not accept any Submission that JGCC determines does not or is likely not to comply with these guidelines, to make such changes to any Submission as are necessary to make it compliant, or to require the Applicant to do so.

7. **Judging:** For purposes of Judging, all Submissions will be placed into one of two groups specified by Applicants: Submissions targeting children in grades 5 through 8, and Submissions targeting children in grades 9 through 12. Submissions will only be judged against other Submissions in the same group. The judging of the Educator Challenge will proceed in two phases, as follows:

(a) In the first phase ("**Phase One**"), a panel of judges comprised of Sponsors employees and consultants will review the Submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein. Submissions that appear preliminarily to be complete and to satisfy the entry requirements will be included in Phase Two of the judging. Please note that this initial review is not a final determination of eligibility or compliance with the Terms and Conditions.

(b) In "**Phase Two**," a jury of judges comprised both of Sponsors employees and industry leaders selected by Sponsors will score all Submissions included in Phase Two based on the following criteria, which will be equally weighted (the "**Judging Criteria**"): originality; educational quality; STEM impact targeting children in grades 5 through 8 or grades 9 through 12 (as specified in a Submission); potential to reach underserved youth; engagement; and the entrant's demonstrated expertise and strength. The Submissions that receive the highest scores in each class from the Panelists will be the potential Prize Winners, subject to verification. In the event of a tie, the decision between tied Submissions will be determined by a vote of the Panelists.

All decisions of Sponsors and the judges are final and binding in all respects. If at any time during the judging process, Sponsors determine, in their sole discretion, that the quality and breadth of the Submissions is not of a standard to qualify for the awarding of the Prize, then Sponsors shall have the right to discontinue the judging and/or terminate the Educator Challenge.

8. **Prize Winners Notification and Verification for the Educator Challenge:** During the month of May, 2012, Sponsors will notify the potential winners, by phone or e-mail, in Sponsors' discretion, using the contact information contained in the Application Form. Sponsors may in their discretion announce the names of the potential winners on the Site or in other forms of communication, provided that no potential winner shall be certified as a Prize Winner until the potential winner has executed and returned all required documents, as described in this Section 8. If a potential winner is unreachable by phone and/or e-mail during a period of forty-eight (48) consecutive hours, the potential winner may be disqualified. A potential winner (including each Team member, if a winner is a Team) will be required to complete and return an Affidavit of Eligibility, Confidentiality Agreement, Release of Liability and, if legally permissible, a Publicity Release within seven (7) days of attempted delivery of same. Noncompliance within this time period or return of any notification as undeliverable may result in disqualification and an alternate may be selected. Sponsors reserve the right to conduct a background check on any potential winners. Each Applicant consents to the same and shall provide whatever additional information, permission and/or documentation is required or requested by Sponsors in connection with the same. Should Sponsors be unable to reach any of the potential winner(s), then Sponsors, in their sole discretion, may choose another potential winner as a replacement.

9. **Prizes:**

Best in Class – Grades 5 through 8: The prize for this class consists of US\$10,000.00.

Best in Class – Grades 9 through 12: The prize for this class consists of US\$10,000.00.

Prizes will be awarded in the form of a check or another payment method selected by Sponsors, to be used towards further development by the Prize Winner of the winning Submission. In the event that Prize Winners are a Team, the Team Leader shall receive and be solely responsible for the Prize on behalf of the Team. Sponsors will have no responsibility for allocation of funds received as part of the Prize among Team members.

General Terms and Conditions: All income taxes and any other applicable taxes on each prize are the sole responsibility of the recipient. An IRS form 1099 will be issued if required by law. Prizes consist only of items expressly specified herein. Any costs or expenses associated with the acceptance or use of any prize (including, without limitation, additional transportation, meals, gratuities and incidentals) are the responsibility of the recipient. No substitution, cash redemption or transfer of right to receive any prize will be allowed, except at sole discretion of Sponsors. Sponsors reserve the right to substitute an alternate prize.

10. **Grant of Rights:** By entering, each Applicant grants to Sponsors and their designees the irrevocable, royalty-free right to publish, disseminate and use the Applicant's name, likeness and biographical information (and in the event of a Team, the name, likeness and biographical information each member of said Team) without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the Educator Challenge and the promotion of Sponsors and their activities. In addition, by entering, each Applicant grants to Sponsors and their designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, the Submission and the Project and all components thereof, including without limitation, posting the Submission and/or the Project on the Site (or such other on-line environment designated by the Sponsors), in connection with the execution and promotion of the Educator Challenge and the promotion of Sponsors and their activities, without further notice or compensation. The Sponsors shall have a first right to publish any research and/or academic review generated from the Project (and shall possibly participate in conducting said research). Each Applicant agrees not to exploit, exhibit, disseminate, produce, broadcast, execute or implement the Applicant's Project or Submission, or to authorize any third party to do so, in any manner, media, or format, or otherwise dispose of any rights with respect to the Applicant's Project or Submission, during the Entry Period and judging period, without first obtaining the prior written consent of Sponsors. In the event that the Applicant at any time exploits, exhibits, disseminates, produces, broadcasts, executes or implements the Project, or authorizes any third party to do so, the Applicant will cause a credit in substantially the following form to be displayed in connection therewith: "This National STEM Video Game Challenge: Educators Category Prize has been made possible with the generous assistance of the Joan Ganz Cooney Center" and possibly others as provided by Sponsors.

11. **Disputes:** These Terms and Conditions shall be governed by and interpreted under the laws of the State of New York without regard to conflicts of laws provisions. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Educator Challenge or these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York, New York. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

12. **Representations & Warranties:** Applicant represents and warrants that he/she:

- (a) Has the right to make a Submission as contemplated hereunder without the need of any consent of any third party;
- (b) Will abide by these Terms and Conditions and all applicable laws and regulations;
- (c) If Applicant is a Team Leader, that Applicant has the full right and authority to make the Submission and to agree to accept and abide by these Terms and Conditions on behalf of the Team, and that each Team member will abide by these Terms and Conditions; and
- (d) Applicant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Submission or becoming a Prize Winner.

13. **Indemnity:** By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) agrees to indemnify, hold harmless and defend JGCC, Sesame Workshop, the Sponsors and each of their parent companies, affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents (all of the foregoing, the "**Sponsor Parties**"), from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this Educator Challenge, any use by Sponsors Parties of the Applicant's Submission and/or the exercise by Sponsor of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, Sponsors shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize.

14. **DISCLAIMER:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ANY OF THE SPONSOR PARTIES BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SPONSOR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Release of Claims:** By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) releases each of the Sponsor Parties from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this Educator Challenge, any use by Sponsors of the Applicant's Submission and/or the exercise by Sponsors of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission and claims for injury, loss or damage of any kind resulting from the Applicant's participation in this Educator Challenge or acceptance or use of any prize.

16. **No Limitation on Exploitation of Materials:** Each Applicant acknowledges that each of the Sponsor Parties engage and have engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, educational, artistic and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to an Applicant's Project or Submission. Each Applicant also acknowledges that other persons, including employees of JGCC and Sesame Workshop, may previously have originated and/or submitted to the Sponsor Parties or to others, and may hereafter originate and/or submit, Materials that are similar or identical to an Applicant's Project or Submission. Each Applicant agrees that it will not be entitled to any compensation because the use by any of the Sponsor Parties of any such similar or identical material. Without limitation of the foregoing, the Sponsor Parties may use, without any payment or other obligation whatsoever to any Applicant, any part of the Materials, and any idea or concept contained therein, that (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by any of the Sponsor Parties before or at the time of the Applicant's entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Sponsors or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a Submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Sponsors or any third party. By submitting an entry, each Applicant agrees that the Sponsor Parties' development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to the Applicant's Project or Submission or containing features, ideas, material and/or elements similar to or identical with those contained in the Applicant's Submission shall not entitle the entrant to any compensation or other right or remedy whatsoever. As an inducement to Sponsors to accept the Applicant's entry into the Educator Challenge, each Applicant hereby waives any claim or right of action against any of the Sponsor Parties or their successors in connection with the Sponsor Parties' use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to an Applicant's Submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in an Applicant's Submission. Acceptance by Sponsors of a Submission is not an admission by Sponsors of the novelty or originality of the Submission.

17. **General Terms:** All federal, state and local laws and regulations apply. Sponsors reserve the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of Sponsors, and/or to cancel, modify or suspend this Educator Challenge should entrant fraud or misconduct or other causes beyond the control of Sponsors corrupt the administration, integrity, security or proper operation of the Educator Challenge. Without limitation of the foregoing, Sponsors reserve the right to terminate, modify or suspend this Educator Challenge due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. Sponsors are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the Educator Challenge is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such entrant to the fullest extent of the law. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Educator Challenge, or in the announcement of the prize. These Terms and Conditions set forth the entire agreement and understanding between Sponsors and Applicant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, Sponsors reserve the right, in their sole discretion, at any future time to terminate, modify or suspend the Educator Challenge for any reason, in Sponsor's sole discretion. All notices shall be in writing and shall be delivered to Applicant in accordance with instructions contained on the Application Form. Applicant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Sponsor's failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to."

18. For the names of the winners, which will be available after May 31, 2012, send a self-addressed and stamped envelope marked "WINNERS LIST REQUEST" to Joan Ganz Cooney Center at 1900 Broadway, New York, New York 10023.