

**Samsung® “Solve for Tomorrow” 2020-2021 Education Contest  
OFFICIAL RULES (the “Official Rules”)**

**12/8/20 UPDATES MADE TO OFFICIAL RULES** (Official Rules updates may be found by looking for any text highlighted in blue).

**Update #1:** Due to the current continuing COVID-19 national status, Samsung, in its sole discretion, has extended the Contest Entry Period to **MONDAY, DECEMBER 21, 2020**.

**Update #2: GOOD NEWS!** Samsung has increased the Semi-Finalists Prize (see Rule #3). Each Semi-Finalist will now a Samsung Galaxy Note20 which may be used to help video record your Phase Two Video Entry Submission.

**No purchase necessary to enter or win. Void where prohibited. A purchase will not increase your chances of winning.** By entering, you understand that you are agreeing to these Official Rules and to provide your information to Samsung Electronics America, Inc. (the “**Sponsor**”), Cohen-Friedberg Associates, LLC (the “**Administrator**”) to administer the Contest, and DonorsChoose (“**DonorsChoose**”) to fulfill prizes for the Contest. The information you provide will only be used in accordance with the Sponsor’s privacy policy which may be viewed at <http://www.samsung.com/us/common/privacy.html>, the Administrator’s privacy policy which may be viewed at <https://cfapromo.com/privacy> and DonorsChoose’s privacy policy which may be viewed at <https://www.DonorsChoose/privacy-policy>.

## **1. Entry Date:**

The “Samsung Solve for Tomorrow” 2020-2021 Education Contest (the “**Contest**”) Entry Period begins at 12:00:01 p.m. Eastern Time (“**ET**”) on Tuesday, September 29, 2020 and ends at 11:59:59 p.m. ET on **Monday, December 21, 2020** (“**Contest Entry Period**”). The Contest will be divided into four (4) phases, as outlined below.

**BONUS:** Each entrant that participates in Phase One will receive free Professional Development (“**PD**”) that is optional to attend. PD will be offered to educators who have registered to apply for the Contest and will be led by mindSpark Learning®.

## **2. Eligibility:**

The Contest is open only to legal residents of the fifty (50) United States who are twenty one (21) years of age or older and currently employed as full-time teachers in a public Middle School, Junior High School, or High School, grades 6-12, including Charter Schools that are 50% or more publicly funded (“**Entrant**”). Home School, Elementary

School up to grade 5, privately funded Charter School (less than 50% publicly funded), Private School, College or University teachers are not eligible to participate or win. Employees of Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the "**Contest Entities**"), and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. Subject to all applicable federal, state and local laws and regulations.

**ENTRY NOTE:** Entrants are responsible for confirming whether their school has any policies or restrictions concerning participation in Contests such as this prior to entering. The awarding of prizes is subject to such school policies. If, for any reason, any school is unable to accept a prize, including due to school policies, the prize will be forfeited and Sponsor will not have any further obligation to such school. Prizes will be awarded to the school for the benefit of the teacher submitting the Entry. By entering the Contest, you authorize the Sponsor and Administrator to communicate with you via email, phone, voice mail messaging or by text messaging to communicate Contest information.

### 3. Phase One:

#### Phase One Entry Submission:

You may enter the Contest by visiting [www.Samsung.com/Solve](http://www.Samsung.com/Solve) during the Contest Entry Period, logging in to the contest application page, and following the directions to complete and submit the Official Entry Form (collectively, the "**Entry**").

Entry Note: Your answers to the questions (the "**Entry Questions**") on the Entry Form, as provided below, will be judged to determine which Entrants will advance to Phase Two of the Contest.

Entry Description: Tell us about a problem or issue in your community (local or national) that your students would work to solve using Science, Technology, Engineering, and Math ("**STEM**").

Phase One will consist of four (4) parts: **a)** your information; **b)** your school's information; **c)** the answers to the Entry Questions; **d)** your team's information.

a) Your Information:

- Full name; contact information
- Grades and subject taught; role in school

b) Your School's Information:

- School name; contact information
- Title One; District or school's Total Capital Outlay per Student

c) Entry Form Questions “The Challenge”:

- Contest participation history information
- STEM topic that your students will cover in their project
- Identify problem
- State project solution idea that addresses problem identified
- Detailed description of project objective and plan
- Anticipated impact on community and assessments that can be presented
- Sustainability of project solution

d) Your Team’s Information:

- Student leads; grade level
- Classroom format at the time of entry (virtual, hybrid/blended, or in person)
- Any other comments about your school or class needs that Sponsor should know

All Phase One Entries must be received by 11:59:59 p.m. ET on [Monday, December 21, 2020](#) to be considered. Applications will only be accepted in English and answers to all questions must be in the form of a statement. Answers submitted in other forms such as poems or songs will not be considered. The decisions of the judges are final and legally binding in all matters relating to this Contest. Entries generated by script, macro or other automated means and Entries by any other means which subvert the entry process or are otherwise not in compliance with these Official Rules are void. Limit one (1) Entry per person and per e-mail address during Phase One, however more than one teacher from the same school may enter. If multiple Entries are received from the same person utilizing multiple email addresses, the judges may use their discretion to select the Entry submission and or disqualify the Entrant from participation in this Contest. All Entries and associated final products become the property of the Sponsor as set forth in Section 9 below and will not be acknowledged or returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with an Entrant regarding an Entry. Entries must be consistent with the images of the Contest Entities and must not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Sponsor reserves the right in its sole discretion to disqualify any Entry it determines does not comply with these requirements or these Official Rules, in its sole discretion.

**Phase One Judging and Judging Criteria:**

All eligible Entries received during the Phase One Contest Entry Period, will be judged, on the following weighted criteria by a panel of qualified judges (“**Judge**”) selected by Sponsor and at its sole discretion:

- 30% Problem identified with clarity
- 30% Solution applies STEM
- 15% Community impact
- 15% Original and feasible
- 10% Resource need

Up to 15% of the total number of valid entries, up to one hundred (100) entries in total, will be judged to become Semi-Finalists (collectively the “**Semi-Finalists**”) and will proceed to Phase Two of the Contest

Entries with the highest judging scores (up to (100) entries) will be Semi-Finalists and will advance to Phase Two, subject to verification of eligibility (see below details). In the event of a tie, an additional tie-breaking judge (“**Tie-Breaking Judge**”), selected by the Sponsor at its sole discretion, will determine the Entrants who will proceed to Phase Two based on the above stated criteria.

#### **Phase One Semi-Finalist Notification:**

Each potential Semi-Finalist will be notified via telephone, text, and/or email on or about Thursday, January 14, 2021. If any e-mail to a potential Semi-Finalist is undeliverable, any phone number provided by a potential Semi-Finalist is incorrect or no longer in service, a response to any given e-mail, phone call or text message is not received within three (3) business days of date of its issuance or any potential Semi-Finalist does not comply with these Official Rules, the opportunity to participate in Phase Two of the Contest may be forfeited and, at Sponsor’s sole discretion, an alternate Semi-Finalist may be selected. The alternate Semi-Finalist will be defined as the entry with the next greatest Judges score (“**Alternate Semi-Finalist**”).

#### **Phase One Semi-Finalists Prize:**

Each Semi-Finalist (up to 100 winning Entries) will receive the following prize package:

**\$10,000 in prizes to be redeemed only on DonorsChoose.org., PLUS each Semi-Finalists will receive a Samsung Galaxy Note20 which may be used to help video record your Phase Two Video Entry Submission (ARV \$1,050).The Samsung Galaxy Note20 is expected to be delivered on or around January 20, 2021.** The \$10,000 prize packages will be awarded through DonorsChoose, where each package must include at least 50% Samsung® technology or products, and the remainder in class resources, equipment, or materials for your school, based on set availability. Prize packages must be redeemed on DonorsChoose no later than Friday, June 25, 2021. All packages must be shipped to the address of the winning school or district office; P.O. boxes and home addresses are not accepted. **Participation in Contest Phases is a requirement to receiving prizes.** If contest applicant teacher is no longer

working at the winning school before or by Friday, June 25, 2021, the principal, IT department, or governing body of the winning school will make all package selections for winning schools without exceeding the stated prize package value. Acceptance of any prize constitutes permission for Sponsor and its designees to use school's name for purposes of advertising, promotional and other purposes in any and all media now or hereafter known throughout the world from the conclusion of the Contest, without further compensation, notification or permission unless prohibited by law.

All approximate retail values are subject to change based on, among other things, normal price fluctuations associated with the industry in the marketplace.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Semi-Finalists may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the prize (or portion thereof) with one of comparable or greater value. Prizes will be awarded to the school for the benefit of the Semi-Finalist teacher's class and school. Semi-Finalist winners will be responsible for any expenses associated with acceptance and use of the prize except as expressly stated in these Official Rules. All prize details are at the sole discretion of the Sponsor. **All required documents must be executed and returned prior to participation in Phase Two. Participation in Phase Two is a requirement to receiving the Phase One prize or an Alternate Semi-Finalist may be selected.**

As part of the procedure to move to Phase Two of the Contest, mandatory Parent Permission Form(s) (to be completed and signed by the parent or legal guardian of any minor student participating in or appearing in a submitted Phase Two video entry).

## **5. Phase Two:**

### **Phase Two Video Entry Submissions:**

To participate in Phase Two, each Semi-Finalist and his or her students must produce and submit one (1) video of up to 3-minutes in length, demonstrating how STEM can be applied to help improve their local community and submit it into one (1) of the two (2) submission categories, as described below. Video should show the application of a specific STEM activity/topic used to address the issue raised in their Entry submitted in Phase One. Videos must be submitted to Sponsor online, via the log-in tool found at [www.Samsung.com/Solve](http://www.Samsung.com/Solve).

Upon receipt of all completed documents (as specified above) by the Administrator from each Semi-Finalist, Video must be uploaded between Thursday, January 14, 2021 at 5:00:01 p.m. ET and Sunday, March 21, 2021 at 11:59:59 p.m. ET to be eligible.

Each video must be no larger than 1GB in size and be in .avi, .mov, .mpeg, .wmv or .mp4 format. Each video must be narrated in English and must not exceed 3-minutes in

length. Limit one (1) unique video submission per Semi-Finalist. If a Semi-Finalist submits more than one video, or the submitted video exceeds 3-minutes in length, 10% of the Judges' score will be subtracted from the Semi-Finalist's score. Sponsor reserves the right to disqualify any video submission if not compliant with these Official Rules or any other guidelines provided by Sponsor, as determined by Sponsor in its sole discretion. Any student and participant depicted in a video must have submitted a Parent/Adult Permission Form (found at [www.Samsung.com/Solve](http://www.Samsung.com/Solve)), by the deadline specified above.

In the event a student or participant who has not submitted a Parent/Adult Permission Form is depicted in a video, the video in question will be disqualified. All video submissions become the property of the Sponsor as set forth in Section 9 below and will not be returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with a Semi-Finalist regarding any video submission.

### **Requirements of Video Submission:**

Video submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- a)** is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b)** promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c)** is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other video submission;
- d)** defames, misrepresents or contains disparaging remarks about other people, schools or companies;
- e)** contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- f)** contains any personal identification, such as personal names or e-mail addresses;
- g)** contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- h)** contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- i)** contains look-alikes of celebrities or other public or private figures, living or dead;
- j)** communicates messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate; and/or
- k)** violates any law or local emergency declaration or order.

If the Entry contains any individuals other than the Semi-Finalist and eligible students, the Semi-Finalist is responsible for obtaining, prior to submission of the video, any and all releases and consents necessary to permit the use and exhibition of the video by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the video. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Semi-Finalist at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting a video, each Semi-Finalist warrants and represents that they and any persons appearing or who are identifiable in the video consent to the submission and use of the video in the Contest and to its use as otherwise set forth herein.

By submitting a video, each Semi-Finalist understands and agrees that the video submission may be posted on [www.Samsung.com/Solve](http://www.Samsung.com/Solve) for viewing and voting by visitors during Phase Three of the Contest, and Entrants agree that they will not use the video for any other purpose, including, without limitation, posting the video to any online social networks, without the express consent of Sponsor in each instance. Released Parties (as defined below) do not guarantee the posting of any video and are not liable for the use of any video by any third party. You acknowledge and agree that Released Parties do not now or in the future have any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright and moral rights in and to any video submission.

### **Phase Two Judging:**

All eligible video submissions received, will be judged on the weighted criteria for the category in which they are entered by a panel of qualified Judges selected by Sponsor. Entrant will be able to self-identify in which category their Entry should be judged during Phase Two. Judges will verify the self-selection. If Judges and Sponsor deem Entrant has self-identified into the wrong category, Judges and Sponsor reserve the right to move Entrant's video submission for consideration in the category that appears to be more accurate as determined by the Sponsor at its sole discretion.

The two (2) categories and relevant judging criteria are as follows:

**Category 1: Physical Prototype:** You fall under this category if students are working together in-person to develop solution because your school is officially open and classes are meeting (fully in-person or hybrid model) AND all participants are volunteering to work on the project in-person.

### **JUDGING FOR ENTRIES THAT SUBMITTED A PHYSICAL PROTOTYPE:**

**10%** Problem identified with clarity (must match previously submitted Entry)

- 30% STEM in solution demonstrated
- 20% Community impact
- 20% Original and feasible
- 20% Video Quality

**NOTE: Sponsor does not encourage meeting in-person unless your District is conducting in-person classes.**

**Category 2: Virtual Prototype:** You fall under this category if students are working together virtually to develop solution either because your school is fully or partially remote or simply because you are opting to work on the project virtually. A virtual prototype can include but is not limited to engineering drawings, detailed technical specifications, mobile applications, websites, and any other supporting materials that demonstrate a complete solution virtually.

#### **JUDGING FOR ENTRIES THAT SUBMITTED A VIRTUAL PROTOTYPE:**

- 10% Clear problem identified (must match previously submitted Entry)
- 30% STEM in solution demonstrated
- 20% Community impact
- 20% Original and feasible
- 20% Video Quality

Judges will select a total of ten (10) National Finalists (“**National Finalists**”) from both categories combined. In the event of a tie, the Tie-Breaking Judge, will determine the National Finalist based on the above stated criteria. Subject to compliance with these Official Rules, the ten (10) video submissions with the highest Judges scores will be deemed National Finalists and will advance to Phase Three of the Contest. Sponsor reserves the right to choose fewer than ten (10) National Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. The ten (10) National Finalists will be announced on or about Tuesday, April 6, 2021.

#### **6. Phase Three (Social Media Voting):**

All twenty (10) National Finalists’ videos will be displayed and will participate in the Public Voting process to determine the “Community Choice” winner. Social media voting will begin on or around 12:01:01 p.m. ET on Tuesday, April 6, 2021 and end at 11:59:59 p.m. ET on Monday, April 26, 2021 (“**Public Voting Period**”). To vote visit online at [www.Samsung.com/Solve](http://www.Samsung.com/Solve).

**Phase Three Social Media Voting: How to participate in the voting process. To vote, you must be thirteen (13) years of age or older. LIMIT: One vote per person per Entry format per calendar day (defined as 12:00:01 a.m. ET to 11:59:59 p.m. ET**



**(“Calendar Day”).**

All voting **must originate** at [www.Samsung.com/Solve](http://www.Samsung.com/Solve) during the Public Voting Period.

- Participants will be required to verify their identity by authenticating via Facebook log-in. No personal information will be stored by the Sponsor however individual Facebook ID's will be used to enforce voting restrictions and confirming authentication of identity.
- To register your vote, click to vote, authenticate identification via Facebook and accept the Official Rules.
- Use of automatic voting software, multiple email addresses or handles to vote multiple times per day, and/or activity deemed by the Sponsor to be contrary to the spirit of fair play as it relates to the Contest and public voting is strictly prohibited.
- Sponsor will monitor all votes and has the right and at its sole discretion to disqualify votes for any of the following reasons:
  - Exceeding a maximum of one (1) vote within one Calendar Day.
  - Using multiple Facebook accounts to vote.
  - Inappropriate content.
  - Trolling or spamming other contestants.
- Only original shares from [www.Samsung.com/Solve](http://www.Samsung.com/Solve) will be counted – re-tweeting or re-posting does not count as votes.

Entries may not be offensive or inappropriate and may not contain profanities or obscenities nor depict Contest Entities unfavorably, as determined by Sponsor or the Judges in their sole discretion. Entries must be consistent with the images of the Contest Entities and must not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. Sponsor reserves the right in its sole discretion to disqualify any Entry it determines does not comply with these requirements or these Official Rules, in its sole discretion.

During the Phase Three Social Media Voting period, legal residents of the fifty (50) United States and the District of Columbia age thirteen (13) and older, will be asked to vote for the Entry that best exemplifies the Phase Two video topic (Show how STEM can be applied to help improve your local community) from among those posted. **Voting will solely determine the “Community Choice” winner.** Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, forced voting sessions, multiple email or other inducements to members of the public, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

#### **Phase Four Final Judging:**

Each of the ten (10) National Finalists will participate in a virtual experience to be conducted on or around Thursday, April 27, 2021 (the “Pitch”). Time schedule will be communicated to Finalists by the Sponsor, and at its sole discretion.

National Finalist videos will still be judged by a panel of qualified Judges selected by the Sponsor and at its sole discretion to determine the winners (“each a **Winner**”). The Winners will be determined by the following judging criteria:

**JUDGING FOR ENTRIES THAT SUBMITTED A PHYSICAL PROTOTYPE AND/OR PRESENTING AS A GROUP IN-PERSON:**

- 10% STEM in solution demonstrated, with physical prototype / in-person
- 10% Community impact
- 10% Original and feasible
- 20% Clear explanation of prototype and ability to answer questions
- 50% Video score (from previous phase)

**NOTE: As set forth in Rule #5, Contest Sponsor does not encourage meeting inperson unless your District has re-opened. Having a physical prototype does not increase your chances of winning.**

**JUDGING FOR ENTRIES THAT SUBMITTED A VIRTUAL PROTOTYPE AND/OR PRESENTING AS A GROUP REMOTELY:**

- 10% STEM in solution demonstrated, with virtual prototype / remotely
- 10% Community impact
- 10% Original and feasible
- 20% Clear explanation of prototype and ability to answer questions
- 50% Video score (from previous phase)

In the event of a tie, an additional Tie-Breaking Judge selected by the Sponsor and at its sole discretion, will determine the winning Entry/Entries based on the above stated criteria. Sponsor reserves the right to not award all prizes or advance fewer Entries for any phase if, in its sole discretion, it determines it has not received a sufficient number of qualified eligible Entries. At the conclusion of the Phase Four judging, the winning scores will then be placed in to the following prize categories:

- **Three (3) Grand Prize Winners**
- **Seven (7) First Prize Winners**
- **One (1) Community Choice Winner**
- Honorable Mentions (from those entries that did not rank in the top 10 Judges scores), as determined by the Sponsor at its sole discretion.

**7. National Prize Details:** Prize consists of the following elements:

All prize packages for Semi-Finalists and National Winners will be awarded through DonorsChoose, where each package (“**Prize Package**”) must include at least 50% Samsung technology or products, and the remainder in class resources, equipment, or materials for your school, based on set availability. Prize Packages must be redeemed on DonorsChoose no later than Friday, June 25, 2021. All Prize Packages must be shipped to the address of the winning school; P.O. boxes and home addresses are not accepted. **Participation in Contest Phases is a requirement to receiving prizes.** If contest applicant teacher is no longer working at the winning school before or by Friday, June 25, 2021, the principal, IT department, or governing body of the winning school will make all Prize Package selections for winning schools without exceeding the stated Prize Package value. Acceptance of any prize constitutes permission for Sponsor and its designees to use school’s name for purposes of advertising, promotional and other purposes in any and all media now or hereafter known throughout the world from the conclusion of the Contest, without further compensation, notification or permission unless prohibited by law.

## **NATIONAL PRIZES:**

### **Three (3) Grand Prizes:**

- **\$100,000** Prize Package (see above)

### **Seven (7) First Prizes**

- **\$50,000** Prize Package (see above)

### **One (1) Community Choice Prize Package**

- **\$10,000** Prize Package (see above)

Winner may not substitute, assign or transfer prize or redeem prize for cash. Prizes will be awarded to the school for the benefit of the National Finalist teacher’s class and school. All prize details are at the sole discretion of the Sponsor.

PRIZE NOTE: Actual values based on approximate retail value of selected merchandise. Any difference between value of merchandise and package selected and stated prize package value will not be awarded. **All prizes will be awarded to the winning schools and not the Entrant.** The value of Samsung merchandise are based on the estimated retail value at the commencement of the Contest. No compensation will be offered for any difference in value between stated ARV and the actual ARV at time of prize award.

ALL PRIZES ARE PROVIDED “AS IS” WITH NO WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED. Prizes are not transferable, redeemable for cash, or substitutable except Sponsor retains the right at its discretion to substitute a prize, or portion of prize, with one of comparable or greater value. Winning schools will be responsible for all taxes, if any (including federal, state and local taxes) and other costs and expenses associated with the acceptance and use of a prize (or any portion thereof) not included with prizes as awarded, including, but not limited to, installation and costs of any service, including any telephone or cable service.

**8. Winning School Notifications:** National Prize results will be announced on or about Thursday, May 13, 2021.

### **9. Intellectual Property Rights and Attribution:**

As between Sponsor and the Entrant, the Sponsor owns any Entry, Activity Plan, videos and any documents, content or other materials submitted in connection with the Contest, including all copyright and moral rights therein (collectively, the “**Contest Materials**”). By submitting the Contest Materials, Entrant and any individuals or entities engaged by Entrant to create the Contest Materials unconditionally assign and transfer to Sponsor all copyright and moral rights in and to the Contest Materials, which it or they now has/have or may in the future have to the Contest Materials and any element(s) embodied therein. Accordingly, Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any Contest Materials and all elements of the Contest Materials, online, in print, film, television, or in any other media now or hereafter known throughout the world for any purpose.

As between Sponsor and the Entrant, other than the Contest Materials, the Entrant will retain all of its right, title and interest in and to the Project, the Project idea and any development and implementation of the Project idea into a product (collectively, the “**Project Idea/Product**”), including all intellectual property rights therein. As a condition of entry, the Entrant grants Sponsor a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, publicly display and distribute (including to the Administrator) the Project Idea/Product as incorporated in the Contest Materials for the purposes of using the Contest Materials for any purpose, including for administering, advertising, or promoting the Contest.

Nothing in these Contest Rules are intended to restrict Entrant’s right to market, commercialize, improve, develop, or otherwise pursue the Project Idea/Product (“**Commercial Activities**”), provided that Entrant’s pursuit of such Commercial Activities are at Entrant’s own risk and Entrant agrees that Sponsor is in no way responsible for, and disclaims any and all liability in connection with, any Commercial Activities. Entrant agrees that it will promptly notify Sponsor of any Commercial Activities, and at Sponsor’s request will attribute Sponsor and the Contest as the platform that initially

launched the Project Idea/Product in any materials advertising or promoting the Project Idea/Product (e.g., on any website, press release, sales documentation or videos for the Project Idea/Product) (“**Attribution**”), subject to the following paragraph.

Any Attribution, including its content and the manner in which it is presented, shall (a) be at Sponsor’s sole discretion, (b) be pre-approved by Sponsor in writing, and (c) comply with Sponsor’s trademark guidelines. In the event Entrant assigns or otherwise transfers the Project Idea/Product to any third party, Entrant shall ensure that such third party is bound by the Attribution obligations herein.

## **10. General Rules:**

The Contest is governed by the laws of the United States, state of New Jersey without regard its conflict of laws principles with venue in Bergen County, and all claims must be resolved in the courts of Bergen County, New Jersey. Entry, Project idea, Activity Plan and submitted videos must be Entrant’s own original work, be true and verifiable, cannot be previously published or submitted in connection with any other, project, program, grants or contest, may not have won any previous awards, may not be offensive or inappropriate and may not contain profanities or obscenities nor depict Contest Entities unfavorably, as determined by Sponsor or the Administrator in their sole discretion. As a strict condition of participating in the Contest, Entrants and their school agree; (a) to abide by these Official Rules, and to the decisions of Sponsor and the judges, which shall be final and binding in all respects; (b) to the use of their names and/or likenesses and/or biographical data by Sponsor and its designees for advertising, promotional and other purposes in any and all media now or hereafter known throughout the world at discretion of Sponsor without compensation, permission or notification (except where prohibited by law); (c) THAT CONTEST ENTITIES (collectively the “Released Parties”) SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR

INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS CONTEST OR THE USE OR MISUSE OF ANY PRIZE AND THAT PRIZES ARE AWARDED “AS IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT FOR ANY “IN THE BOX” WARRANTY THAT MAY BE PROVIDED WITH A PRIZE; (d) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; (e) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (f) ANY

AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE

ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR

EXPENSES. By accepting a prize, each winning school agrees to release and hold harmless Released Parties from and against any damage, loss or injury resulting from the use or misuse of any prize or Released Parties' use of any rights granted herein. Released Parties are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, scoring errors or other problems or errors related to participation in the Contest or other errors or problems of any kind whether typographical, printing, human, mechanical, computer, electronic or otherwise relating to or in connection with the Contest, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing or judging of Entries, the tabulation of votes, the incorrect uploading of any video, the announcement of the prizes or in any Contest related materials or for any damage to your or other person's computer hardware or software as a result of participation. Released Parties are not responsible for Entries that are late, lost, stolen, incomplete, inaccurate, undelivered, misdirected, garbled or delayed by computer transmissions. Persons found tampering with or abusing any aspect of this Contest or who are in violation of these Official Rules as solely determined by the judges will be disqualified and all associated Entries will be void. Every submission must be manually entered by the individual participant and repetitive automated electronic submission of Entries is specifically disallowed. In the event the Contest is compromised by virus, bugs, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Contest, or if Contest is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to suspend or terminate the Contest or any portion thereof and/or terminate the participation of any participant (and void his/her Entry) whose conduct potentially compromises the Contest and, if terminated, at Sponsor's discretion, judge all eligible, non-suspect Entries received up to time of such action using the applicable judging procedures outlined above.

**11. Winners List:** For names of the winning schools (available after Thursday, May 13, 2021), go to [www.Samsung.com/solve](http://www.Samsung.com/solve).

**Sponsor:** Samsung Electronics America, Inc., 85 Challenger Rd., Ridgefield Park, NJ 07660.

**Administrator:** COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702  
[www.cfapromo.com](http://www.cfapromo.com)

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