#### Samsung® "Solve for Tomorrow" 2022/2023 Education Contest ("Contest") OFFICIAL RULES ("Official Rules")

#### Rules: Section #1 updated on 10/26/22: Entry date extended to 11/29/22. Rules: Section #4 updated on 01/06/23: Prize fulfillment updated.

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"). 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.

## General Note To All Entrants: All deadline dates, "Pitch" dates, travel prizes, travel locations and dates, are all subject to change, based on COVID-19/Pandemic/ or health related protocols, or for any other reason as determined by the Sponsor at its sole discretion.

#### 1. Entry Date:

The "Samsung Solve for Tomorrow" 2022-2023 Education Contest Entry Period begins at 12:00:01 p.m. Eastern Time ("**ET**") on Wednesday, September 21, 2022 and ends at 11:59:59 p.m. ET on Tuesday, November 29, 2022 ("**Contest Entry Period**"). The Contest will be divided into four (4) phases, as outlined below.

#### 2. Eligibility:

The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia 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.

#### Sponsor encourages teachers to follow their local Districts guidance for COVID-19/Pandemic procedures throughout the contest.

#### 3. Phase One:

#### Phase One Entry Submission:

You may enter the Contest by visiting <u>www.Samsung.com/Solve</u> during the Contest Entry Period and following the directions to complete and submit the Official Entry Form (collectively, the "**Entry**").

Entry Form Description: This Contest focuses on how Science, Technology, Engineering, and Math (**"STEM**") can be applied to help improve your local community (the **"Project**").

#### Phase One Entry Submission:

You may register for the Contest by visiting <u>www.Samsung.com/Solve</u> during the Contest Entry Period, logging in to the contest registration page, and following the directions to complete and submit the Official Registration Form which will include answering the initial Registration question *"identify a problem in your community and how you will solve it using STEM"* (collectively, the **Registration**"). Submissions will be collected via the website (<u>www.Samsung.com/Solve</u>) September 21<sup>st</sup> - November 29<sup>th</sup>, 2022.

<u>Entry Note</u>: Your answers to the initial Registration Questions and the Entry Questions will be judged to determine which Entrants will advance to Phase Two of the Contest.

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; Gender; contact information
  - Grades and subject taught; role in school
  - Grade(s) of students on the SFT team
- b) Your School's Information:
  - School name; contact information
  - Title One
  - Official racial makeup of the school (optional)
  - Location: urban, suburban, rural
- c) Entry Form Questions "The Challenge":
  - Contest participation history information
  - How you found out about the competition
  - Detailed description of Project objective(s)
  - Anticipated impact on community and assessments that can be presented

#### d) <u>Your Team's Information:</u>

- Student leads; grade level
- Any other comments about your school or class needs that Sponsor should know

#### Registration Form Entry Questions ("Contest Challenge"):

- Describe the challenge or issue you and your students are planning to tackle (not to exceed 4,000 characters in length)
- How can STEM be applied to address this challenge or issue? (not to exceed 4,000 characters in length)
- How will you ensure the solution will be sustainable? (not to exceed 4,000 characters in length)

Upon completion of all the above will define an eligible entry ("Eligible Entry"). All Phase One entries must be received by 11:59:59 p.m. ET on Tuesday. November 29, 2022, to be considered. Eligible Entries 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 and not subject to further review. 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, Limit one (1) State Finalist prize per teacher, per associated classroom, per school, All entries and associated final products as set forth in Section 9 below become the property of the Sponsor 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. Entry must be entrant's own original work, be true and verifiable, cannot be previously published or submitted in connection with any other, project, program or contest, 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. 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 disgualify 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:

- **40%** Originality & Feasibility (is the discovery or approach new?)
- **40%** Solution applies STEM

- **10%** Community impact
- **10%** Sustainability Innovation (short and long term environmental impact)

Up to three hundred (300) entries (up to five (5) per participating state and fifty (50) at large Eligible Entries (Note: entries from the District of Columbia will be combined and included in the state of Maryland entries), will be judged to become State Finalists (collectively the "State Finalists") and will proceed to Phase Two of the Contest, 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 tied Entrant(s) who will proceed to Phase Two based on the above stated criteria.

#### Phase One State Finalist Notification:

Each potential State Finalist will be notified via telephone and/or email on or about between Friday, December 15 and Thursday December 22, 2022. If any e-mail to a potential State Finalist is undeliverable, any phone number provided by a potential State Finalist is incorrect or no longer in service, a response to any given e-mail or phone call is not received within three (3) business days of date of its issuance or any potential State 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 State Finalist may be selected.

Up to 250 State Finalists that do not advance to Phase 2 of this Contest, will each receive a \$2,500 Samsung tech prize package. Elements of the Samsung tech prize package will be determined by the Sponsor in its sole and absolute discretion. Activity plan must be submitted in order to redeem \$2,500 prize. Prize redemption begins February 15, 2023 and must be complete by April 5, 2023.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. State 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 State Finalist teacher's class and school. State 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.

#### 4. Phase Two:

To participate in Phase Two, State Finalists must complete a teacher activity plan (the "**Activity Plan**") provided by Sponsor online, via the log-in tool found at <u>www.Samsung.com/Solve</u>.

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The objective of the Phase Two Activity Plan is to outline how your students will execute a Project and create a video addressing the Contest challenge, "Show how STEM can be applied to help improve your local community." The Activity Plan will address the following and can be no longer than one thousand (1,000) characters in length for each:

- 1. Concept overview (problem, solution, sustainability)
- 2. Objective and activities to achieve goals
- 3. Community impact
- 4. Assessment and expected tangible result
- 5. Student participation and involvement

Each eligible Activity Plan submitted and completed online will be judged to determine which entries will advance to Phase Three.

The Activity Plan submission period begins on or about Thursday, December 15, 2022 at 5:00:01 p.m. Eastern Time ("ET") and ends at 11:59:59 p.m. ET on Wednesday, January 18, 2023. Entries must be completed online at <u>www.Samsung.com/Solve</u> no later than 11:59:59 p.m. ET on Wednesday, January 18, 2023.

Activity Plans will only be accepted in English. Activity Plans generated by script, macro or other automated means which subvert the entry process or are otherwise not in compliance with these Official Rules are void. Limit: One (1) Activity Plan per State Finalist. By submitting the Activity Plan, entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claim, which it now has or may in the future have to his/her entry and any element(s) embodied therein. Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any entry and all elements of such entry, online, in print, film, television, or in any other media now or hereafter known throughout the world. Except as otherwise provided herein, Sponsor will not enter into any correspondence with a State Finalist regarding an Activity Plan video. Activity Plans must be entrant's own original work, be true and verifiable, cannot be previously published or submitted in connection with any other, program or contest, 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. 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 disgualify any entry it determines does not comply with these requirements or these Official Rules, in its sole discretion.

#### Phase Two Judging and Judging Criteria:

All Eligible Entries received during the Phase Two Contest Entry Period, will be judged on the following weighted criteria by a panel of qualified judges selected by the Sponsor at its absolute and sole discretion:

**20%** Originality (is the discovery or approach of a problem new? Is it different from existing solutions?)

**50%** Solution applies STEM (Can it be implemented with current technology and resources? Can solutions be applied to society considering laws/regulations?)

- **15%** Community impact
- **15%** Sustainability Innovation (short and long term environmental impact)

Subject to verification of eligibility and compliance with these Official Rules, up to one (1) entry per state (up to fifty (50) total), with the highest judging scores will be deemed potential State Winners (the "**State Winner**") and will advance to Phase Three. In the event of a tie, the Tie-Breaking Judge will determine the entrants who will proceed to Phase Three based on the above stated criteria.

#### Phase Two State Winner Notifications:

Each potential State Winner will be notified via telephone and/or email on or about February 15, 2023. If any e-mail to a potential State Winner is undeliverable, any phone number provided by a potential State Winner is incorrect or no longer in service, a response to any given e-mail or phone call is not received within three (3) business days of date of its issuance or any potential State Winner does not comply with these Official Rules, the opportunity to participate in Phase Three of the Contest may be forfeited and, at Sponsor's discretion, an alternate State Winner may be selected. Each eligible State Winner will be issued a kit after February 15, 2023, consisting of the following: participation guidelines for Phase Three of the Contest along with mandatory Parent Permission Forms (to be completed and signed by the parent or legal guardian of any minor student participating in or appearing in a submitted Phase Three entry. <u>All required documents</u> <u>must be executed and returned prior to participation in Phase Three</u>. Participation in Phase Three by April 5 is a requirement to receiving the Phase Two prize or an alternate State Finalist may be selected.

Phase Two State Winner Prize: Each State Winner will receive the following:

State Winners will receive one (1) Samsung Video Kit (approximate retail value \$2,000) Video Kit materials to be determined by Sponsor in its sole discretion (based on availability) to assist in video development. State Winners will also receive a \$12,000 prize package to be redeemed through fulfillment website.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. State Winners 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.

• Forty (40) State Winners (see Rule #7): Each will receive a \$12,000 Prize Package consisting of Samsung technology and classroom materials (approximate retail value of this prize package \$12,000).

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. State Winners 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 State Winner teacher's class and school. All prize details are at the sole discretion of the Sponsor

#### 5. Phase Three:

#### Phase Three Video Entry Submissions:

To participate in Phase Three, each State Winner 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. Video should show the application of a specific STEM activity/topic used to address the issue raised in their Activity Plan submitted in Phase Two. Videos must be submitted to Sponsor online, via the log-in tool found at www.Samsung.com/Solve.

Upon receipt of all completed documents (as specified above) by the Administrator from each State Winner, Video must be uploaded between Wednesday, February 15, 2023 at 5:00:01 p.m. ET and Wednesday, April 5, 2023 by 11:59:59 p.m. ET to be eligible.

Each video must be no larger than 1000MB in size and be in .avi, .mov, .mpeg, or .wmv format. Each video must be narrated in English and must not exceed 3-minutes in length. Limit one (1) unique video submission per State Winner. If a State Winner submits more than one video, or the submitted video exceeds 3-minutes in length, 10% of the Judges score will be subtracted from the State Winner'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 depicted in a video must have submitted a Parent Permission Form (enclosed in the State Winners kit), by the deadline specified above. In the event a student who has not submitted a Parent Permission Form is depicted in a video, the video in question will be disqualified. All video submissions become the property of the Sponsor and will not be returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with a State Winner 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.

Video submissions must be the original work of the State Winner and eligible students, may not have been previously published by your school or anyone else, and may not have won previous awards. If the Entry contains any individuals other than the State Winner and eligible students, the State Winner 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 State Winner at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting a video, each State Winner 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 State Winner understands and agrees that the video submission may be posted on <u>www.Samsung.com/Solve</u> 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 in and to any video submission. By entering, entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claim, which it now has or may in the future have to his/her entry and any element(s) embodied therein. Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any entry and all elements of such entry, online, in print, film, television, or in any other media now or hereafter known throughout the world.

#### Phase Three Judging:

All eligible video submissions received, will be judged on the following weighted criteria by a panel of qualified judges selected by Sponsor:

- **15%** Clear problem identified
- 15% Application of STEM
- 20% Community impact
- **20%** Achievable solution
- 20% Video Quality
- 10% Sustainability innovation

Judges will select ten (10) National Finalists (each a "**National Finalists**"). In the event of a tie, an additional 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 Four 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 April 19, 2023.

#### 6. Phase Four (Social Media Voting):

All ten (10) National Finalists' videos will be displayed and will participate in the Public Voting process to determine the "**Community Choice**" winner and the Samsung "**Employee Choice**" winner. Social media voting will begin on or around 12:01:01 a.m. ET Wednesday, April 19, 2023 and end at 11:59:59 p.m. ET on Monday, May 15, 2023 ("**Public Voting Period**"). To vote visit online at <u>www.Samsung.com/Solve</u>.

Phase Four Social Media Voting: How to participate in the voting process. To vote, you must be thirteen 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 during the Public Voting Period.

- No personal information will be stored by the Sponsor however individual IP addresses will be used to enforce voting restrictions.
- To register your vote, click to vote via designated platform on the Samsung Solve for Tomorrow website once a day.
- 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 (ET).
  - Inappropriate content.
  - Trolling or spamming other contestants.
- Only original shares from <u>www.Samsung.com/Solve</u> will be counted re-tweeting or reposting 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 Four 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 Three video topic (Show how STEM can be applied to help improve your local community) from among those posted. **Voting <u>will solely determine the "Community</u> <u>Choice" and Samsung "Employee Choice" winners.</u> 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 and authorized officer of the winning school will be invited, along with entrant to a location to be determined by the Sponsor the week of May 15, 2023 to present their video & concept to a panel of judges (the "**Pitch**"). The Finalist videos will be judged using the below judging weighted criteria by a panel of qualified judges selected by Sponsor. The winners will be determined by a combination of:

- **10%** Sustainability innovation
- 20% Application of STEM

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20% Community impact
10% Clear solution
10% Presentation quality
10% Ability to answer Judges questions
20% Video score (from previous phase)

Each presentation Pitch may not exceed ten (10) minutes in length. In the event of a tie, an additional Tie-Breaking Judge, 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 50 State Winners scores will then place each entry into one of the following categories: State Winners (40 available prizes) or National Finalists (7 available prizes) or National Winners (3 available prizes). The National Winner will be the entry with the highest Judges score at the conclusion of the Phase Four Final Judging ("**National Winner**"). If there is a tie, the Sponsor will cast one vote to determine the winning entry.

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

All prize packages for State Winners, National Finalists, and National Winners will be awarded through the Sponsor, where each package must include at least 50% Samsung technology or products, and 50% class resources, equipment, or materials for your school, based on set availability. Prize packages must be redeemed no later than June 30, 2023. All packages must be shipped to the address of the winning school; P.O. boxes and home addresses are not accepted. If contest applicant teacher is no longer working at the winning school before or June 30, 2023, 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 for a period of five (5) years from the conclusion of the Contest, without further compensation, notification or permission unless prohibited by law.

Forty (40) State Winner Prizes: Prize consists of the following elements:

The State Winners Prize package consists of:

• \$12,000 Prize Package. Forty (40) State Winners must make prize selection on the Samsung Solve for Tomorrow prize fulfillment website.

Total approximate retail value of this prize package \$12,000 each

Ten (10) National Finalists Trips: Each winning National Finalists will receive the following:

**Trip for up to (4) to attend the Pitch / National Finalist ("Event") Announcements.** An authorized officer of the winning school and/or the entrant/teacher with two (2) or three (3) students (up to four (4) participants in total only) will be invited to the Pitch / National Finalist announcement scheduled to take place at a location to be determined in early May 2023 (exact date to be determined by Sponsor). Trip consists of the following: round trip coach commercial air transportation for up to four (4) from a major U.S. gateway airport nearest school's location (as determined by Sponsor) to the Pitch / National Finalist location; up to four (4) standard hotel rooms for three (3) days/two (2) nights (minimum) at a hotel designated by Sponsor; and ground transportation to/from hotel and airport in destination city. Approximate retail value: \$8,000 per

prize package. PLEASE NOTE: The Pitch Event and Final Event may consist of one combined Event, and/or may be virtual, as determined by the Sponsor and at its absolute and sole discretion. Should the Event(s) above become virtual, the travel portion of the prize will not be awarded, and no alternative compensation will be made.

Seven (7) Pitch/National Finalist Prizes: Prize consists of the following elements:

• **\$50,000** Prize Package. The seven (7) National Finalists must make prize selection on the Samsung Solve for Tomorrow prize fulfillment website.

Total approximate retail value of this prize package \$58,000 each

**One (1) "Community Choice Award" Prize:** The school with the greatest number of eligible votes during the Phase Four Social Media Voting will win a **\$10,000** Samsung technology prize package in addition to the National prize won. Exact items to be determined by Sponsor at its sole discretion and based on availability. Prize is awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Community Choice National Finalist school may not substitute, assign or transfer prize or redeem prize for cash. Prizes will be awarded to the school for the benefit of the Community Choice National Finalist teacher's class and school. All prize details are at the sole discretion of the Sponsor.

**One (1) Samsung "Employee Choice Award" Prize:** The school with the greatest number of Samsung employee eligible votes during the Phase Four Social Media Voting will win a **\$10,000** Samsung technology prize package in addition to the National prize won. Exact items to be determined by Sponsor at its sole discretion and based on availability. Prize is awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Community Choice National Finalist school may not substitute, assign or transfer prize or redeem prize for cash. Prizes will be awarded to the school for the benefit of the Samsung Employee Choice National Finalist teacher's class and school. All prize details are at the sole discretion of the Sponsor.

One (1) **Sustainability Award**: Judges to be selected by sponsor in its absolute discretion. Winner to receive \$50,000 in Energy Star® technology from Samsung.

Three (3) National Grand Prizes: Prize consists of the following elements:

- **\$100,000 Prize Package.** The three (3) National Winners must make prize selection on the Samsung Solve for Tomorrow prize fulfillment website.
- If the Pitch Event and Final Event are NOT combined: Trip for up to four (4) to attend the National Winner Ceremony location to be determined (TBD). An authorized officer of the winning school and/or the entrant/teacher and two (2) or three (3) students (up to four (4) participants in total only) will be invited to the Winner Announcement Ceremony scheduled to take place in TBD location in early June, 2023 (exact date to be determined). Trip consists of the following: round trip coach commercial air transportation for up to four (4) from a major U.S. gateway airport nearest school's location (as determined by Sponsor); up to four (4) standard hotel rooms for two (2) days/one (1) night at a hotel designated by Sponsor; and ground transportation to/from hotel and airport in destination city. Approximate retail value: \$6,500 per prize package.

Total approximate retail value of this prize package \$106,500 each

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. <u>All prizes will be awarded to the winning schools and not the Entrant</u>. The value of Samsung merchandise is 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.

Travel arrangement for the Pitch and Winner Announcement Ceremony must be made through Sponsor's agent, on a carrier of Sponsor's choice. Travel restrictions may apply. School representatives and guests must travel together on same itinerary. Each guest must be of legal age of majority in his/her state of residence (and at least 18), unless he/she is accompanied by a parent, legal guardian, or authorized teacher. PLEASE NOTE, NO ADDITIONAL TRAVELERS WILL BE ALLOWED. Only the number of travelers as described in each prize level will be allowed to participate and invited to participate in any and all events. All guests (or parent or legal guardian, if a guest is a minor) must execute and return a liability/publicity release prior to travel. If school is located within a 100-mile radius of destination, Sponsor reserves the right to provide ground transportation in lieu of air transportation and hotel accommodations and no compensation or substitution will be provided for difference in prize value. If winning school is unable to travel on dates specified by Sponsor, the applicable prize package will be forfeited and Sponsor will have no further obligation to school. Winning schools and guests are responsible for obtaining all required travel documents prior to travel by airline and to check into a hotel. Winning schools and/or travelers are responsible for all costs and expenses associated with the acceptance and use of the prize. Expenses not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, luggage fees, insurance, additional ground transportation, meals, gratuities and souvenirs are the obligation of the winning school. Exact date and location of Winner Announcement Ceremony will be determined by Sponsor. If, for whatever reason, the Winner Announcement Ceremony is canceled, no compensation or substitution will be provided, however remainder of prize package will be awarded and Sponsor shall have no further obligation to school.

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:

An authorized officer of the winning school and/or the entrant/teacher will be invited to the Winner Announcement Ceremony and notified by telephone and/or e-mail on or about March 4, 2019 and will have three (3) business days to respond to such notification by the method specified therein. The principal or authorized officer of each school will be required to facilitate, execute and return a Liability/Travel release and a Parent Permission Form for each guest who is considered a minor, within five (5) business days of date of issuance. After the Winner Announcement Ceremony, the principal or authorized officer of each prize winning school may, and at the sole discretion of the Administrator, be required to execute and return an Affidavit of Eligibility/Liability, a Prize Selection form(s) and, unless prohibited, a Publicity Release form within five (5) business days of date of issuance

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#### 9. 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. 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 for a period of five (5) years from the conclusion of the Contest 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 SWEEPSTAKES OR THE USE OR MISUSE OF ANY PRIZE. 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 SWEEPSTAKES, 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.

10. **Winners List:** For names of the winning schools (available First week of July, 2022), go to www.Samsung.com/solve.

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

**Administrator:** COHEN-FRIEDBERG ASOCIATES, LLC, Framingham, MA 01702 www.cfapromo.com

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The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.

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