



**SAMSUNG “SOLVE FOR TOMORROW” 2021-2022 EDUCATION CONTEST
TEACHER/ STATE WINNER AFFIDAVIT OF ELIGIBILITY/LIABILITY
AND PUBLICITY RELEASE**

Please complete this Affidavit/Release and return it with the School Release and Parent/Guardian Permission Forms for each student who will be involved with the production of the video (or appear in the video) and send it as an attachment to stephen@cfapromo.com prior to submission of your video.

STATE OF _____ COUNTY OF _____

I, _____, being duly sworn, depose and say:

I am _____ years old and I reside at the address below:

Address: _____

City: _____ State: _____ Zip Code: _____

Mobile Phone: _____ Work Phone: _____

I further attest that I am employed by (school name) _____,
located at the address below:

Address: _____

City: _____ State: _____ Zip Code: _____

I am submitting this Affidavit/Release with the understanding that it will be relied upon to determine whether I am eligible to participate in Phase Three of the Samsung “Solve for Tomorrow” 2021-2022 Education Contest (“Contest”) sponsored by Samsung Electronics America, Inc. (the “Sponsor”).

I affirm and represent that I have read the Official Rules of the Contest (attached hereto and incorporated herein by reference). I agree to be bound by the Official Rules and the decisions of the Sponsor. I have committed no fraud or deception in entering the Contest or claiming State Winner status. I am a legal resident of one of the fifty (50) United States or the District of Columbia, 21 years of age or older and currently employed as a full-time teacher in a public Middle/Junior High or High School, grades 6-12. I represent that I have the right to enter into this Agreement.



I understand that I am responsible for confirming whether my school has any policies or restrictions concerning participation in promotions such as this. I further understand that if, for any reason, my school is unable to accept a prize due to school policies or for any reason, prize may be forfeited and Sponsor will not have any further obligation to me or my school.

I certify that I have received permission from an authorized representative of the school to produce a video on and within school grounds, only if in person learning and your school and district permit gatherings. I am providing to the Sponsor a completed and signed Parent/Guardian Permission Form for each student who is participating in the production of the video or appears in the video.

I represent that neither I, nor any member of my immediate family (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) or any person living in the same household, whether or not related, is an employee of Sponsor, MindSpark Learning, Project Lead the Way, Nepris, Digital Promise, DonorsChoose.org, or their respective partners, vendors affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors or suppliers.

I represent and warrant that the Entry I have submitted: (i) is my own original work, (ii) has not been previously published or submitted in connection with any other contest, (iii) is exclusively owned by me, and (v) does not defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal property rights or third party rights.

I agree that Sponsor shall own the video submitted (and any and all elements embodied therein) by me and Sponsor and its designees may exploit, reproduce, record, alter, amend, edit, publish, publicly perform, use, broadcast, create derivative works and stream the entry and any or all elements of such entry and the Entrant Information in connection with any and all media related to the Samsung Solve for Tomorrow contest (including on Sponsor's website) now or hereafter, at discretion of Sponsor without compensation or notification to, or permission from entrant or any third party, unless prohibited by law.

No obligation exists on the part of the Sponsor or its designees to make use of any of the rights set forth herein, including, but not limited to, posting video on Sponsor's website.

I understand that the State Winner Prize package is not transferable or redeemable for cash and that no substitutions will be made except at the sole discretion of the Sponsor or as provided in the Official Rules of the Contest. In addition, I understand that the State Winner prize package is being awarded to the school and not directly to me.

I do hereby give Sponsor and its designees the following rights: (i) the right to use my name and/or likeness, and/or biographical data for advertising, promotional or other purposes in any and all media now or hereafter known throughout the world, related to the Samsung Solve for Tomorrow contest, without additional compensation, notification to or permission from my school, unless prohibited by law.

I further understand that no obligation exists on the part of the Sponsor and its designees to make use of any of the rights set forth herein.



I understand and acknowledge and hereby waive, release and discharge any and all rights, claims and causes of action whatsoever I may have against Sponsor and their program partners and vendors, including but not limited to MindSpark Learning, Project Lead the Way, Nepris, Digital Promise, DonorsChoose.org and their respective partners, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers, and each of their respective directors, officers, shareholders, agents and employees (collectively, the "Released Parties") from and against any damage, loss, or injury resulting, in whole or in part, directly or indirectly, from participation in the Contest (including any travel/activity related thereto), violation of the Official Rules, the use or misuse of any prize or any rights granted in the Official Rules.

I understand that the Released Parties assume no responsibility for any (i) third party use or (ii) similarities between any future advertising or promotional activities or other initiatives undertaken by Released Parties and any video posted to the website.

I represent and warrant that I have the full right and power to enter into this Affidavit/Release, and that the terms of this document do not in any way conflict with any existing commitment on my part. I agree that this Affidavit/Release supersedes any prior understandings between myself and the Sponsor relating to the rights granted herein and no provision of this Affidavit/Release can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the parents, guardians, heirs, executors, and administrators of the undersigned.

If any statement made by me in this Affidavit/Release is false or if I am otherwise deemed ineligible or unable to accept a prize for any reason, then, in addition to any other remedies that may be taken against me, I agree to return to the Sponsor the prize awarded to me, or its cash equivalent.

Full Name (please print clearly): _____

Signature: _____ Date: _____