

Terms and Conditions for the FLVS Brain Challenge Summer 2015 Video Contest

TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. ENTRY: This Contest will be conducted exclusively on the Internet and provides contestants (each an "Entrant") with the opportunity to post an original video of the entrant learning a new skill ("Entry") which will be judged and eligible for the Prize described below subject to the terms and conditions herein. To participate, students will post a public video clip or clips on Vine, Instagram, and/or YouTube. Entrants must include the hashtag #FLVSbrainchallenge according to guidelines posted online on the Florida Virtual School blog at <http://blog.flvs.net/flvsbrainchallenge>. Entries must be received during the contest period commencing at 12:00 a.m. Eastern Time ("ET") on June 15, 2015 and ending at 11:59:59 p.m. ET on July 31, 2015 ("Entry Term"). Any attempted form of entry other than as described herein is void. Entry into the Contest may only be made during the Entry Term.

The winner(s) may be required to prove parental consent prior to receiving a prize. The contest will be open to students and members of the general public over the age of 13, including FLVS instructors and staff and friends of Entrants that are challenged to participate. Incomplete entries, including but not limited to those entries that do not meet the requirements herein, will not be eligible for judging. All entries that include the hashtag will be collected from Vine, Instagram, and YouTube for review and judging. Qualifying entries must show gradual, progressive development of a new skill. Entrants are asked to retain original file(s) for archival purposes. FLVS reserves the right to disapprove an entry if deemed inappropriate by our contest judges. Judges will include FLVS full-time staff. FLVS reserves the right to make adjustments to the winning submission(s) in order to create files that are production-ready.

By entering the Contest, Entrant & Parent/Guardian acknowledges, agrees, and understands that the Entry Submission and all other entry materials will become the property of Florida Virtual School (FLVS) and that FLVS has the right, in its sole discretion to use or not use the information provided, whether student is the winner of the competition or not, in any manner that FLVS chooses, including using any information that student provides as trademarks that will be owned by FLVS. We understand that the compensation, if any, for FLVS's use of the information students submit is limited to the prize awarded to the winner of the competition, that FLVS may use the information a student submits even if student does not win the competition, and that FLVS has no obligation to provide students with any compensation of any kind for any use it makes of the information submitted.

By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules.

Each Entrant represents and warrants that each Entry is: (a) wholly original; (b) does not incorporate or include any material that would require the consent of any third party; and (c) does not violate any copyright, trademark, publicity right, privacy right, or any other right of any third party. By creating and submitting an Entry in the Contest, each Entrant hereby irrevocably grants, transfers, sells, assigns and conveys to FLVS, and each of its respective successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights), in and to the Entry for exploitation throughout the world, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (including the right to publish and display the Entry for purposes of advertising, publicity and/or trade, in whole or in part). FLVS shall have the right, in its sole discretion, to edit, composite, scan, duplicate, or alter the Entry for any purpose which it deems necessary or desirable, without the need for any further compensation, and/or permission. Entrant irrevocably waives any and all moral rights in any submitted Entry.

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Once submitted, Entries become the exclusive property of FLVS and will not be acknowledged or returned. Entries which FLVS determines are not reasonably pertinent to the subject matter of the Contest, or are otherwise in violation of these Official Rules will be disqualified. FLVS reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

FLVS shall have no obligation (express or implied) to use any Entry or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and FLVS may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof. The use of any Entry by FLVS on other promotional materials will be determined by FLVS in its sole discretion.

2. **LIMITATIONS:** All Submissions must be received by 11:59:59 p.m. ET on July 31, 2015. Entries submitted by any method other than set forth above in Section 1 are void. Any use of automated or programmed methods affecting entry is prohibited. Contest entry is open to students over the age of 13 and employees of FLVS as well as the general public. FLVS is not responsible for any Entries that are altered, defective, delayed, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, invalid, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized or unintelligible; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable e-mails resulting from any form of active or passive e-mail filtering; insufficient space in Entrant's e-mail account to receive e-mail; or other errors of any kind, whether due to electronic, mechanical or human error or other causes, even if caused by the negligence of the FLVS. This Contest is subject to all applicable federal, state, local and municipal laws and regulations.

3. **SELECTION OF WINNERS:** All Entries will be screened and posted on a weekly leaderboard under the following three categories: Most Likes on Vine, Most Likes on Instagram, and Most Challenges Issued. Final videos submitted to YouTube that comply with these rules will be judged internally by FLVS judges.

4. **PRIZE:** Featured submissions and winners will be highlighted on a leaderboard on the FLVS blog each week for the duration of the contest. Winners of the contest will be selected according to the following categories: Most Likes on Vine, Most Likes on Instagram, and Most Challenges Issued. Final winners will be selected internally by FLVS judges and featured on FLVS.net, our FLVS Facebook page and other official FLVS social media channels. One (1) Grand Prize winner will be selected to win a certificate entitling the recipient to four (4) admission tickets to Kennedy Space Center Visitor Complex. This includes access to all Visitor Complex exhibits and shows, the Space Shuttle Atlantis attraction, the Kennedy Space Center tour, 3D IMAX® space films, Astronaut Encounter, Shuttle Launch Experience and the U.S. Astronaut Hall of Fame®. Certificate expires July 31, 2018. These Prizes are not assignable or transferable and have no cash or trade value. To the extent the Prize is to be delivered to the Winners, the Prizes will only be delivered to an address in the United States.

5. **PRIZE WINNER NOTIFICATION:** The Winner is subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and execution of the Agreement (described below). All Entrants agree to be bound by these Official Rules and the decision of the Judges, whose decisions are final and binding. The Winners will be notified by online communication such as email or at the social media account from which the Entry was submitted. The Winners must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all such requirements.

6. **CONDITIONS:** By participating, Entrants agree to release and hold harmless FLVS from any and all liability, for loss, harm, damage, claim, injury, cost or expense whatsoever which may occur as a result of participating in the Contest. The Winners' acceptance of the Prizes

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constitutes the grant of an unconditional right to use the winning Entry, the Winner's likeness, photographs, biographical and Prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law.

In its sole discretion, FLVS has the right to cancel, terminate or suspend the Contest; and in such event, to select from among all eligible Entries received up to such time of cancellation, termination or suspension, or to cancel the Contest and not select a winner. In the event that any Entrant attempts to defraud or in any manner tamper with this Contest, Entrant will be ineligible for the Prize. In the event that any dispute arises regarding the meaning or interpretation of these Official Rules, it is agreed that the dispute shall be resolved by applying the laws of the State of Florida within the state courts located in Orange County, Florida.

CAUTION: FLVS RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY ANY ENTRANT WHO IS FOUND TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST OR THE WEBSITE, TO BE ACTING IN VIOLATION OF THESE OFFICIAL RULES, OR TO BE ACTING IN AN UNSPORTSMAN-LIKE OR DISRUPTIVE MANNER, OR WITH THE INTENT TO DISRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, OR TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **ASSIGNMENT AGREEMENT ("AGREEMENT"):** As a condition to receiving the Prize, the Winner (parent or legal guardian if Winner is under the age of 18) will be required to execute an Agreement or an alternate winner may be chosen. The Agreement will set forth the responsibilities and obligations of the Winner and require the Winner to assign all right, title, and interest in and to the winning Entry to FLVS. The Agreement also may require, among other things, that winner permits the use of his/her name, likenesses or identifying information for promotional, publicity or advertising purposes in any media including print, TV, radio and online media, without time or geographic limitations. Notwithstanding any of the above, FLVS's sole obligation under the Agreement is to award the Prize to the Winner. FLVS will have no obligation to use the Winner's name or likeness in any manner whatsoever. In the event that a Winner fails to execute the Agreement by a date specified by FLVS, the Winner will forfeit the entire Prize and an alternate winner may be selected from among the other Entries.

8. **USE OF DATA:** All Entries will be treated as non-confidential. All personal information submitted as part of the Contest will be used only to update Entrants regarding Contest, or enrollment and course offering information at Florida Virtual School. Entrants agree to collection and usage of their personal information. FLVS or its affiliates will never share Entrants' personal information with a third party.

9. **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and FLVS is not a confidential, fiduciary, or other special relationship. Each Entrant understands and acknowledges that FLVS has wide access to ideas, stories, photos, and other literary materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each Entrant also acknowledges that many photos, ideas, or stories may be competitive with, similar or identical to the Entry Submissions. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of FLVS's use of any such similar or identical material that has or may come to FLVS from other sources. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of FLVS's actual or alleged use

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of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any Entry and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

10. DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, FLVS reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. FLVS cannot accurately predict the number of Entrants who will participate in the Contest. Further, FLVS reserves the right to not choose a Winner or award any Prizes if it does not receive a sufficient number of eligible and qualified Entries.

12. SPONSOR: The Sponsor of this Contest is Florida Virtual School, 2145 MetroCenter Blvd, Suite 200, Orlando.