

***Foundation for Excellence in Education***  
**“Choices in Education” Video Contest**  
**Official Rules**

**No purchase or payment or donation of any kind is necessary to enter or win this contest. A purchase or payment or donation will not increase your chances of winning. By participating in this contest, you agree to be bound by these Official Rules. Void where prohibited. Chance and luck play no part in the selection of the winning submissions.**

The Foundation for Excellence in Education, Inc. (“ExcelinEd” or the “Sponsor”), a 501(c)(3) organization, is sponsoring the “Choices in Education” Video Contest (the “Contest”), a skills-based Contest in order to further its mission to advance education in America. There will be no commercial use of nor is there any commercial purpose to any part of the Contest or the results generated therefrom. The Contest is subject to all federal, state, and local laws, regulations, and ordinances. The Contest Submission Period begins at 12:00 AM Eastern Standard Time (“EST”) on October 25, 2017 and ends at 11:59 PM EST on December 1, 2017 (the “Video Submission Period”). The Contest is void outside the United States and where prohibited by law.

**ELIGIBILITY:** The Contest is open only to entrants who are United States citizens or lawful permanent U.S. residents (i.e., green card holders) who are legal residents of one of the fifty states (or the District of Columbia), and are at least 18 years of age or older. Entries are limited to one per person. Employees, officers, and directors of Sponsor or its partners in the Contest, and those working on behalf of Sponsor including representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, Web-site providers, Web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter the Contest or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes entrant's full and unconditional agreement to these Terms and Conditions and to Sponsor's decisions, which are final and binding in all matters related to the Contest.

**THE CONTEST:** Contest entrants are invited to submit videos under two minutes in length that address one of the following topics: (1) how educational choice has made a difference in my life, or (2) why I need access to educational choice options. The videos must be based on personal stories and/or facts. Eligible educational choice programs include public school choice/open enrollment, charter schools, magnet schools, private school choice (both publicly and privately funded), virtual/blended learning, and homeschool.

There will be three (3) Grand Prize recipients who will each be awarded with \$15,000. There will be three (3) runner-up recipients who will each be awarded with \$5,000. Two (2) People’s Choice recipients will be selected by online voting and will each be awarded with \$5,000.

All submitted videos may be featured on Sponsor's website and other mediums chosen by Sponsor, and may be shared with partner organizations.

Sponsor makes no warranties or representations whatsoever regarding the tax treatment of the prizes awarded in the Contest. Additionally, Sponsor makes no warranties or representations whatsoever regarding the tax implications for any entrant or prize winner. It is the winners' responsibility to pay any and all applicable taxes.

**CONTEST RULES:** Each video must be the original work of an individual and/or an individual family. Videos may only feature the student and/or family members including parents, guardians and minor children. Entrants that do not agree to the terms and conditions, or that are in violation of the rules and parameters, will not be judged. Entrants must provide all required information in their submission through the Choices in Education video competition website, [www.ChoicesInEd.org](http://www.ChoicesInEd.org), to be eligible to enter. Entries must be submitted by the registered entrant. All entries become the property of Sponsor when submitted and will not be returned to entrant. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunication, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, messages undelivered due to spam filters, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Proof submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant.

**1. ALL ENTRIES MUST BE YOUR OWN ORIGINAL WORK AND CANNOT CONTAIN ANY COPYRIGHTED OR PREVIOUSLY PUBLISHED MATERIALS. FURTHER, ENTRIES MAY NOT CONTAIN ANY TRADEMARKS, SERVICE MARKS, LOGOS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY OTHER THAN YOU.**

2. All videos must be under two minutes in length.

3. Video size cannot exceed 2 GB.

4. All videos must be based on personal stories and/or facts.

5. Submissions must not contain obscene, offensive, sexually-oriented, or defamatory statements. Once submitted, an entry is final and may not be altered or edited further. Duplicate entries will disqualify all such entries.

**SUBMISSION DEADLINE:** All entries must be received by 11:59 PM EST, December 1, 2017.

**HOW TO ENTER:** Entrants must upload their video under two minutes in length , and no larger than 2 GB, to either YouTube or Vimeo. Videos must be in MP4, MPEG, MPG, WMV, AVI, or MOV format. Entrants will then fill out their entry form located on the Choices in Education website, which will include the following information: full name, full name of student featured (if applicable), phone number, email, city and state of residence, name of school, education choice category, video link (from YouTube or Vimeo), waiver and declaration form, and electronic signature.

**JUDGING:** The evaluation of videos will be conducted in two stages: (1) Review of all submissions to ensure compliance with Rules and conformity with the theme of the Contest; (2) selection of 15 finalists. Of those 15, judges will select three (3) grand prize winners and three (3) runners-ups. Judges will be comprised of representatives from Sponsor and other national organizations who are familiar with education choice policy. All winning videos will be selected based on criteria including appropriate content, speaks to the competition theme, and sincerity and thoughtfulness of the message. Additionally, two (2) People’s Choice winners will be chosen by public voting from among the 15 finalists, which will be published on the Choices in Education website. The public will be able to vote for up to three (3) videos on the Choices in Education website. Viewers will provide their email address when submitting their votes. Voting will be limited to three (3) votes per IP address. Public voting opens at 12 A.M. EST on December 9, 2017 and closes at 11:59 P.M. EST on January 2, 2018. Chance and luck play no part in the selection of the winning submissions.

Finalists will be notified by email and telephone. At least three (3) attempts over two (2) business days will be made to contact each finalist. If a finalist cannot be contacted by telephone or email by December 5, 2017, ExcelinEd has the right to disqualify a finalist and to select, in its sole and absolute discretion, another entrant as a finalist using the same criteria that was used to choose the original finalist.

Before being declared a finalist, the selected entrant must sign Sponsor's declaration and release form to (a) accept the designation as a finalist and confirm compliance with these rules; (b) release, waive and forever discharge all right, in contract or tort, to damages against Sponsor or its affiliates for any loss or injury sustained as a result of being a finalist and participating in the Contest; (c) consent to the use of his/her name, address, photograph or likeness for any publicity purpose connected with this Contest, without any further compensation, other than the prize offered; (d) granting an unrestricted, royalty-free license, including of copyright and trademark rights, in the video or written submission to Sponsor; and (e) delivering release documentation including waivers from any person whose likeness appears in the video other than the entrant (or their parent or guardian if such person is under 18 years of age).

Winners will be notified by email and telephone on January 8, 2018. At least three (3) attempts over two (2) business days will be made to contact each winner. If a winner cannot be contacted by telephone or email by January 9, 2018, ExcelinEd has the right to disqualify a winner and to

select, in its sole and absolute discretion, another entrant as a winner using the same criteria that was used to choose the original winner.

Potential winners are subject to verification by sponsor, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

**ADMINISTRATION:** The Contest is administered and operated by the Sponsor. The decisions of the Sponsor are final and binding in all matters as they relate to this Contest, including without limitation, eligibility, selection of finalists and winners, and/or disqualification of entries.

**PRIVACY POLICY:** By entering information in your email video submission, you consent to the use of such information to administer, implement, and fulfill this Contest. Personal information collected from entrants is subject to Sponsor's Privacy Policy. Sponsor will not sell personal information submitted with entry to third parties.

**RELEASE AND LIMITATIONS OF LIABILITY:** By entering and participating in this Contest, entrants agree that sponsor, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing, Web-site providers, Web masters and their respective officers, directors, employees, representatives, and agents (the "released entities"), will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the prize, entry, or participation in this contest or in any contest-related activity, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The released entities are not responsible if any prize cannot be awarded due to acts of god, acts of war, natural disasters, weather, or terrorism. By participating in this contest, entrants agree that the released entities will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages to persons, including death, or to property arising out of access to and use of sponsor's web sites or the downloading from and/or printing material downloaded from said sites. In addition, by submitting your video, you agree to indemnify, defend, and hold harmless the released entities for any damages or claims arising out of your participation in this contest.

Except where prohibited by law, participation in the contest constitutes entrants' grant to Sponsor (which grant will be confirmed in writing on request of sponsor), its partners, subsidiaries, affiliates, retailers, distributors, advertising and promotion agencies, suppliers, and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, each entrants' and other persons' appearing in the video's name, video, portrait, picture, voice, likeness, opinions and biographical information

(including but not limited to hometown and state) for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification. Entrants agree that sponsor shall own the entries, which will not be acknowledged or returned, and that sponsor and its designees shall have the perpetual, worldwide right to edit, publish, and use the entries in any way and in any media for trade, advertising, promotional, and/or other purposes as sponsor and/or its designees may determine without further consideration to entrants or any third party.

Without limiting the foregoing, everything regarding this contest, including the web site and all prizes, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction in Leon County, Florida; (2) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of Florida, without giving effect to any choice of law or conflict of laws rules (whether of the state of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Florida.

**SPONSOR:** The Foundation for Excellence in Education, Inc., 215 South Monroe Street, Suite 420, Tallahassee, FL 32301. Phone: (850) 391-4090. Fax: (786) 664-1794. Email: [info@excelined.org](mailto:info@excelined.org).

Sponsor shall not be liable for technical, pictorial, typographical, or editorial errors or omissions contained herein