

2010 National School Inventors Challenge

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST.

MANY WILL ENTER, BUT A FEW WILL WIN.

CONTEST ENTRY DATES: The 2010 National School Inventors Challenge Contest (the "Contest") begins at 12:01 AM Eastern Time ("ET") on 9/15/09 and ends at 11:59 PM ET on 6/30/10 ("Entry Period").

WHO MAY ENTER: Contest is open to legal residents of the 50 United States or the District of Columbia who are: (1) licensed teachers who enter on behalf of their respective elementary, middle or high school classes; or (2) individual students, including those who are home-schooled, who are in elementary, middle or high school/level. All entrants must be physically located within the 50 United States or the District of Columbia. Employees and their immediate families of Science Kit LLC and Edmund Scientifics (the "Sponsors"), Popular Science Media Group and their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies (collectively, "Contest Parties") are not eligible to enter or win. Contest governed by U.S. law. Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

CONTEST OBJECTIVE: The objective of this Contest is to engage teachers (and his/her students) or encourage a student to submit an invention and/or way(s) on how to improve the world. Teacher (referred herein as "Contestant") can submit his/her entry in the following manner: 1) on behalf of student(s); or 2) as a student's class project. Any qualifying student (referred herein as "Contestant" also), can submit the entry independently. Each Contestant can submit one or more entries as long as each entry is submitted separately (i.e., each Entry consists of a Contest Entry Form ("Entry Form") accompanied by the Division Requirement stated below in these Official Rules). Student under age 13 (or under age 18 in Maine) must provide parent/legal guardian approval on the Entry Form in order to qualify to enter.

HOW TO ENTER: Visit www.popsoci.com/sciencecontest ("website") and follow the onscreen instructions to download the Entry Form. Contestant must submit the completed Entry Form accompanied by the Division Requirement (outlined below) in order to be eligible into the Contest.

DIVISION REQUIREMENT:	
Elementary School/Level	Submit an essay of 200 words or less describing way(s) on how to improve the world.
Middle School/Level	Submit a schematic (i.e., drawing and/or image) along with an essay of 400 words or less describing way(s) on how to improve the world.
High School/Level	Submit a model/working demo/animation along with an essay of 600 words or less describing way(s) on how to improve the world.

For the purposes of these Official Rules a Division is defined as follows:

- i) Elementary School/Level is defined as a place that provides education to students between the ages of 5-11
- ii) Middle School/Level is defined as a place that provides education to students between the ages of 12-14
- iii) High School/Level is defined as a place that provides education to students between the ages of 15-19

Submit your Entry via one of the following methods:

Fax: 212.779.5108, **OR**

Email: popsoci4u@bonniercorp.com, **OR**

U.S. Mail: Popular Science, School Inventors Challenge, 2 Park Ave, 9th Floor, New York, NY 10016

All fax and email Entries must be received by 11:59 p.m. ET on 6/30/10. Mail-in Entries must be postmarked by 6/30/10 and received by 7/7/10.

ENTRY CONTENT GUIDELINES: Entries that do not meet the following "Content Guidelines" are subject to disqualification from Contest consideration and/or removal, in the Sponsors' sole discretion:

- Entry must be: 1) written in English; 2) original work of the Contestant and/or his/her student(s); 3) may not have been previously published; 4) may not have won previous awards, and 5) must not

infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

- Entries must not include material that (i) are sexually explicit, indecent, obscene, unnecessarily violent, dangerous, hateful, tortuous, defamatory, slanderous or libelous, (ii) is derogatory, designed to harass or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (iii) invades the privacy or publicity rights of any person, living or deceased, or the intellectual property or other rights of any person or entity, (iv) is unlawful, (v) is disparaging to any of the Contest Parties or is inconsistent with the positive images and/or goodwill such parties have worked hard to create and wish to associate with their companies.
- If the Entry contains any material or elements that are not owned by the Contestant and/or which are subject to the rights of third parties, the Contestant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsors in the manner set forth in these Official Rules (collectively, the "Clearances"). By submitting an Entry, Contestant warrants and represents that he or she has all rights to the Entry.

All Entries and materials submitted become the property of the Sponsors and will not be returned or acknowledged. Except where prohibited by law, Entry submission grants the Sponsors and Popular Science Media Group the right in perpetuity to reproduce, publish, use, edit, adjust, modify, abridge, condense, and excerpt such Entry in any way, in any and all media, without limitation and without compensation to Contestant. Submission of Entry further constitutes Contestant's consent to irrevocably assign and transfer to Sponsors any and all rights, title and interest in and to the Entry, including, without limitation, all copyrights. The Sponsors and Popular Science Media Group may publish an Entry or a portion of the Entry submitted by Contestants. If an Entry or a portion of your Entry is selected for publication, it does not imply that it is a winning Entry in this Contest nor does it create a confidential relationship between you and the Sponsors, Popular Science Media Group or any of their respective affiliates or subsidiaries.

CONTEST JUDGING: All eligible Entries will be judged by a panel of judges from Popular Science and Science Kit between 7/8/10 and 8/9/10 to determine the top scoring 3 entries from each Division based on the following judging criteria: 1) Contestant's ability to convey his/her Entry submission (i.e., essay, schematic or model) (40%); 2) creativity (40%); 3) uniqueness (10%); and 4) suitability for advertising and publicity purposes (10%). In the event of a tie, the winning Entry will be determined based on which tied-Entry had the highest score for Contestant's ability to convey his/her Entry submission. In the event of a further tie, the winning Entry will be determined based on which tied Entry had the highest score for creativity.

The Entry with the highest score from each Division, as determined by the judges in their sole discretion, will be declared the Grand Prize winner. The second and third highest scored entries will be declared the Runner-up prize winners. All other entries will not win a prize. All winners will be determined on or about 8/10/10.

If Grand Prize winner from any Division is disqualified for any reason, at Sponsors' discretion, the Contestant with the next highest score may be declared the alternate Grand Prize winner. Sponsors reserve the right to not award a Grand Prize if, in their sole and absolute discretion, a division does not receive a sufficient number of qualified Entries. Judges' and Sponsors' decisions are final and binding on all matters.

PRIZES: There will be one (1) Grand Prize and two (2) Runner-up prizes for each Division. Grand Prize: \$5,000 worth of science equipment and Celestron product(s) worth \$1,000 for winner's class/school. Grand Prize Approximate Retail Value ("ARV"): \$6,000.00. If the Grand Prize winner is a home schooled student, the winning student may suggest a school to which the products will be given. The Sponsors have the final determination. In addition, the Grand Prize winner and his/her winning Entry may be featured in Popular Science Magazine October 2010 issue. Runner-up Prizes: A plaque from Popular Science/Science Kit (ARV: \$50.00 each). At the sole discretion of the Sponsors, each Runner-up winner and/or his/her winning Entry may be mentioned in Popular Science Magazine. There is no retail value associated with the editorial mention. Total ARV of all prizes: \$18,300.00.

PRIZE NOTIFICATION: All winners will be notified by mail, telephone and/or email and will be required to execute and return an Affidavit of Eligibility and Liability and Publicity Release ("Affidavit/Release")

within 10 days of date printed on notification or he/she may be disqualified. If winner is a minor in his or her state of residence, a parent or legal guardian will be required to execute Affidavit/Release on winner's behalf. If a potential winner does not respond to the winner notification email (email will be sent three (3) times over a ten (10) day period), or if said email is returned as undeliverable, or if an entrant is otherwise found to be ineligible, or if the selected winner cannot accept or receive the prize for any reason, the potential winner will forfeit the prize and an alternate winner with the next highest score will be selected. A background check may be conducted on each winner. Should any winner makes any false statement(s) in any document required by Sponsors, s/he will be disqualified and required to promptly return to Sponsors his/her prize. Prizes are non-transferable and non-returnable. All taxes associated with any prize are the sole responsibility of the each winner.

Winning constitutes permission (except where prohibited by law) for Sponsors and Popular Science to use each winner's name, photograph and/or video, hometown, likeness, and prize won for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Contest Parties and their respective officers, directors, agents, representatives and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, delayed or postage due mail/Entries; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Contest-related information or materials from the website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry to be received by Popular Science on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit a Contestant's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of prizes or in any Contest-related materials. Mass Entries or Entries generated by a script, macro or use of automated devices will be disqualified. Sponsors and/or Popular Science reserve the right to modify, suspend or terminate the Contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, integrity or proper play of the Contest and, if terminated, at Sponsors' discretion, determine the Grand Prize winners and Runner-up winners using all non-suspect, eligible Entries received up to time of cancellation. Authorized user is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsors reserve the right at its sole discretion to disqualify any individual it finds to be tampering with the operation of this Contest or website, intending to annoy, abuse, threatens or harasses any other contestant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules and void all associated Entries. CAUTION: Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsors and Popular Science reserve the right to seek damages from any such Contestant to the fullest extent permitted by law and to disqualify such Contestant from Contest.

RELEASES / INDEMNITIES: By entering the Contest, Contestants agree to release and hold harmless the Released Parties from any and all third party claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, or acceptance or use of any prize, the administration of the Contest, the operation of the website, the Released Parties' use of any of the rights granted herein or any breach by Contestant of any representation, warranty or covenant made by such Contestant in connection with the Entry.

PRIVACY: Information collected from Contestant is subject to Popular Science's privacy policy located at www.popsci.com and Science Kit's privacy policy located at www.sciencekit.com and Edmund Scientifics' privacy policy located at www.scientificsonline.com.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Contest, Contestant agrees that (i) any and all disputes 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 by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Contestant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and Contestant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Contestants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.

WINNERS LIST: For a list of winners, send a self-addressed stamped envelope by 9/30/10 to: Popular Science, 2010 National School Inventors Challenge Contest Winners, 2 Park Avenue, 9th Floor, New York, NY 10016.

SPONSORS: Science Kit LLC (P.O. Box 5003, Tonawanda, NY 14151) and Edmund Scientifics (60 Pearce Ave, Tonawanda, NY 14150).