

## NFL Network PE Teacher of the Year Competition

### Official Rules.

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

#### 1. Eligibility:

The NFL Network PE Teacher of the Year Competition (hereafter, "Competition") is open to entrants (person submitting an Entry, as defined below in Section 3) (i) who are legal residents of the fifty (50) United States and the District of Columbia; (ii) who are eighteen (18) years of age or older; (iii) who are active, full-time classroom teacher in a state-accredited public, private or vocational school for grades between Kindergarten and twelfth (12<sup>th</sup>); (iv) whose primary responsibility is teaching; (v) is a state certified/licensed physical education teacher; and (vi) whose expertise is in physical education as of the date of entry and nominators (person writing an essay about a PE Teacher, as defined below in Section 3) (i) who are legal residents of the fifty (50) United States and the District of Columbia; and (ii) who are thirteen (13) years of age or older. Employees, officers, directors, agents and representatives of the NFL Network ("Sponsor"), National Football League, its member professional football clubs, NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC, NFL Ventures, L.P., Civic Entertainment Group LLC and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, any child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win a prize. Void where prohibited by law. All applicable federal, state and local laws apply.

#### 2. Nomination Period & Entry Period:

The Competition nomination period begins 12:00:00 am (midnight) Eastern Time ("ET") on 9/15/11 and ends 8:00:00 pm ET on 12/31/11 (hereafter, "Nomination Period").

The Competition entry period begins 1/6/12 and ends at 11:59:59 pm ET on 2/3/12 (hereafter, "Entry Period").

#### 3. How to Submit a Nomination:

To nominate a physical education teacher ("PE Teacher"), visit [keepgyminschool.com](http://keepgyminschool.com) during the Nomination Period and follow the directions provided to complete and submit the Nomination Form inclusive of the PE Teacher's name and email address, his/her school's name, district, city and state and an essay in one thousand (1,000) words or less explaining why the PE Teacher you are nominating should be named the NFL Network PE Teacher of the year. **Essay is not required and will not be used to determine the winner.** The person submitting a nomination for PE Teacher of the Year will hereafter be referred to as "Nominator". Nominator must, prior to submitting the nomination, receive permission from the PE Teacher to nominate him/her and submit the above information about the PE Teacher. In addition, if Nominator is a minor, he/she must have permission to participate as a Nominator from his/her parent or legal guardian prior to submitting a nomination in this Competition. To be eligible, essay cannot have been previously published or submitted in any promotion and must be: complete; in English; true and verifiable, substantially different from any other essay you are submitting; must be your original creation, must be in keeping with the Sponsor's image and (v) not be offensive or inappropriate, as determined by the Sponsor in its sole discretion, nor can it 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 to discard any essay that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these

Official Rules. Each essay must be submitted separately. Modification of an existing work does not qualify as original. You may nominate yourself, however, if you are nominating someone else, such person must not be deceased. All nominations must be received by 8:00:00 pm ET on 12/31/11 in order for a PE teacher to be eligible to submit an Entry. In the event of non-compliance with any of the terms of these Official Rules, the applicable nomination(s) will be void.

At the completion of the Nomination Period, Sponsor will send a Competition Application (described below in Section 4) to each nominated PE Teacher (hereafter, "Entrant") via email (as an attachment) on or about 1/6/12. Each Entrant will receive only one (1) Competition Application, regardless as to the number of nominations he/she may receive. **The number of nominations an individual receives will not have any impact on winner selection and essays will not be judged.**

#### 4. How To Enter:

To participate, Entrants will be directed to, during the Entry Period, complete the Competition Application, attach the completed form to an email and submit it to the email address provided on the Competition Application along with the following: (i) a current original, unaltered digital 5"x7" color photo of him/herself; (ii) Entrant's complete name, address, zip code, phone number (including area code) and the name and address of the school in which he/she teaches; and (iii) a copy of Entrant's state teaching license/certification. Photo must be (i) an original, on which no image editing software has been used; (ii) saved as a .jpeg no larger than 5MB; (iii) taken by you or a family member; and (iv) may not feature any individual other than you. To be eligible, Competition Application, copy of teaching license/certification and color photo must be received by 11:59:59 pm ET on 2/3/12 to be considered. **Photo will not have any impact on winner selection and will not be considered in the judging process.**

Below are the Competition Application Requirements & Instructions:

#### 1. Educational History and Professional Development Activities

In no more than one (1) 8 ½"x11" page, answer to the following:

- A. Beginning with most recent, list colleges / universities attended including post-graduate studies. Indicate degrees earned / dates of attendance and certification/licensure areas.
- B. Beginning with most recent, list teaching employment history indicating time period, grade level and subject area.
- C. Beginning with most recent, list professional association memberships including information regarding offices held and other relevant activities.
- D. Beginning with most recent, list any staff development leadership activities and leadership in the training for future teachers.
- E. Beginning with the most recent, list awards and other recognition of your teaching.

#### 2. Professional Biography

In no more than one (1) 8 ½"x11" page, answer to the following:

- A. What factors influenced you to become a PE teacher? Describe your greatest contributions and accomplishments in physical education.

#### 3. Community Involvement

In no more than one (1) 8 ½"x11" page, answer to the following:

- A. Describe your commitment to your community through service-oriented activities such as volunteer work, civic and other group activities. Please pay particular attention to work in activities promoting a physically active lifestyle.

#### 4. Philosophy of Teaching

In no more than one (1) 8 ½"x11" page, answer to the following:

- A. Describe your beliefs about teaching; include your ideas of what makes you an effective teacher. What rewards do you find in teaching?

B. How are your beliefs about teaching demonstrated in your personal teaching style?

5. Physical Education Issues and Challenges

In no more than one (1) 8 ½"x11" page, answer to the following:

A. What do you consider to be the major challenge facing public physical education issues today? Address one in depth, outlining possible causes, effects and possible solutions.

6. Spokesperson

In no more than one (1) 8 ½"x11" page, answer to the following:

A. As the NFL Network PE Teacher of the Year (should you be chosen), you'll be asked to serve as an advocate for the NFL Network's Keep Gym in School program and for quality physical education. What would your message be? What would you communicate to your profession and to the public?

7. Attach two (2) letters of support. Each letter must be no more than one (1) 8 ½"x11" page, the font may be no smaller than 12 point, saved in a word document and must be written by any combination of the following: superintendent, principal, administrator, colleague, student/former student, parent, or civic leader. In addition, the authors of the letters must be legal residents of the 50 United States and District of Columbia 18 years of age or older at the time of authoring the letter.

Competition Application, copy of teaching license/certification, photo and submitted email shall be collectively referred to hereafter as the "Entry". All "Entries" must be sent in one email as one attachment. Any Entry not meeting all Entry requirements stated herein will be void. **Limit one (1) Entry per PE Teacher and per email address for the duration of the Promotion Period. In case of multiple Entries from any one PE Teacher or email address, only the first Entry received will be accepted.** Incomplete Entries containing inaccurate information will be disqualified at Sponsor's sole discretion. If the original digital photos were saved at a lower resolution and attached to the email, save the original high resolutions for potential future use by Sponsor and its designees. Other than as otherwise specified herein, neither Sponsor, nor anyone acting on its behalf, will enter into any communications with any Entrant regarding this Competition (except for the purposes of notifying the Finalists and Grand Prize winner) or acknowledge any Entry (or portion thereof) received.

**5. Entry Requirements and Video Entry Requirements (for Video Entries submitted by Finalists as outlined below):**

To be eligible, any Entry, photo and/or Video Entry (and individual components therein) must be (i) complete, (ii) true and verifiable, (iii) in English, and (iv) your original creation (with the exception of the photo) and solely owned by you. In addition, to be eligible, Entry/Video Entry must not include any unauthorized third party logos or other unauthorized third party intellectual property, general property or products. Entry/Video Entry cannot defame or invade publicity and/or intellectual property rights or the privacy of any person, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or patented works or person's personal or proprietary rights.

Entry/Video Entry may also not contain, as determined by Sponsor in its sole discretion, any content that is sexually explicit or suggestive, violent or derogatory, profane or pornographic, contains nudity; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others; contains any personal identification (other than as provided in the Entry email); 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 (and if a minor, his/her parent's or legal guardian's permission); communicates

messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law. Entries/Video Entries deemed by the judges, in their sole discretion, to be immoral, obscene, profane, not in keeping with Sponsor's image, or in violation of these Official Rules will be void. In the event of non-compliance with any requirements specified herein or with any of the terms of these Official Rules, Entry/Video Entry will be void and photo will be discarded.

**If Entry/Video Entry contains any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Entry/Video Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry/Video Entry 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 Entry/Video Entry (and, if such person is a minor, permission from that person's parent or legal guardian).** Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof may, in Sponsor's sole discretion, render Entry/Video Entry null and void. By submitting an Entry/Video Entry, Entrant warrants and represents that he/she and any person(s) appearing or who are identifiable in the Entry/Video Entry consent to the submission and use of the Entry/Video Entry in this Competition and to its use as otherwise set forth herein.

By submitting an Entry/Video Entry, Entrant hereby grants the Released Parties, without any limitation of any other rights granted herein, permission for the Entry/Video Entry to be posted on keepgymnschool.com and other websites as determined by Sponsor. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entries/Video Entries by third parties. Released Parties do not guarantee the posting of any Entry/Video Entry. Entrants agree that they will not use the Entry/Video Entry for any other purpose, including, without limitation, posting the Entry/Video Entry to any online social networks, without the express consent of Sponsor in each instance.

By submitting an Entry/Video Entry, Entrant acknowledges and agrees that Sponsor may obtain many Entries/Video Entries in connection with this Competition and/or other competitions staged and/or promoted by the Sponsor, and that such Entries/Video Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Competition and/or other competitions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry/Video Entry and/or other works accepted, reviewed and/or used by the Entrant may be similar to his/her Entry/Video Entry, or that any compensation is due to Entrant in connection with such Entry/Video Entry or other works used by Sponsor.

## **6. Entry Judging:**

**Round 1:** All eligible Competition Applications received will be judged based on the following criteria by a panel of qualified judges determined by Sponsor in its sole discretion:

- 1. The Educational History and Professional Development Activities section of the Competition Application will be judged based on the following criteria on a scale of 0-10 points:**
  - Colleges and universities attended, including post-graduate studies, indicating degrees earned and dates of attendance and certification/licensure areas;
  - Teaching employment history indicating time period, grade level, and subject area;
  - Professional association memberships and information about offices held and other relevant activities;
  - Staff development leadership activity and leadership activity in the training of future teachers;
  - Awards and other recognition of teaching accomplishments.

- 2. The Professional Biography section of the Competition Application will be judged based on the following criteria on a scale of 0-15 points:**
  - Ability to clearly convey the factors that influenced the Entrant to become a teacher;
  - Persuasiveness of description of what the Entrant considers to be his or her greatest education contributions and accomplishments.
- 3. The Community Involvement section of the Competition Application will be judged based on the following criteria on a scale of 0-15 points:**
  - Persuasiveness with regard to Entrant's commitment to the community through service-oriented activities such as volunteer work, civic responsibilities, and other group activities.
- 4. The Philosophy of Teaching section of the Competition Application will be judged based on the following criteria on a scale of 0-15 points:**
  - Entrant's ability to clearly and passionately convey personal feelings and beliefs about teaching, including ideas about what makes him or her an outstanding teacher;
  - Persuasiveness of description of how his or her beliefs about teaching are demonstrated in his or her personal teaching style.
- 5. The Issues and Challenges section of the Competition Application will be judged based on the following criteria on a scale of 0-15 points:**
  - Entrant's ability to clearly address one major education issue in depth, including the clarity and persuasiveness of possible causes, effects, and resolutions provided by Entrant.
- 6. The Spokesperson section of the Competition Application will be judged based on the following criteria on a scale of 0-15 points:**
  - Originality, persuasiveness, appropriateness and clarity of the message the Entrant would communicate to members of the profession and to the public as PE Teacher of the Year.
- 7. The Letters of Support section of the Competition Application will be judged based on the following criteria on a scale of 0-15 points:**
  - Persuasiveness as to why the teacher is the best choice for the NFL Network PE Teacher of the Year award.

The five (5) Competition Applications with the highest scores, as determined in Round 1 by the judges in their sole discretion, will be deemed the potential Finalists. Sponsor and judges reserve the right to select fewer than five (5) Finalists if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Competition Applications.

In the event of a tie during Round 1 of judging, the tied Competition Application with the higher score in the "Philosophy of Teaching" section will be determined the Finalist. In the event there is still a tie, the tied Competition Application with the higher score in the "Professional Biography" section will be determined the Finalist. In the event a tie still exists, the tied Competition Application with the higher score in the "Letters of Support" section will be determined the Finalist. By participating, Entrants and nominators agree to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to this Competition.

Upon verification of eligibility and compliance with these Official Rules, each Finalist will be directed to record a video (see Finalist Video Entry in section in Section 7 below) demonstrating his/her teaching style, student interaction and typical classroom activity and will advance to the Finalist judging.

## **7. Potential Finalist Notification:**

Potential Finalists will be selected on or about 2/13/12 and will be notified by telephone and/or overnight mail and/or regular mail and/or email. To compete in the Finalist judging, each potential Finalist will be required to record a video demonstrating his/her teaching style, student interaction and typical classroom activity (hereafter, "Video Entry") and submit it in accordance with the instructions provided at time of notification. To be eligible, recorded Video Entry must be true and verifiable and must demonstrate a typical classroom activity/lesson plan. In addition, the children's reactions/responses must not be scripted by Finalists. Also, to be eligible, recorded Video Entry may be no more than twenty (20) minutes in length and submitted on a DVD or in any digital format. For Video Entry details and requirements see the Entry and Video Entry Requirements section (Section 5) above. Any Video Entry not meeting all Video Entry requirements stated herein will be void.

Video Entries that are created by a professional in the advertising, film, or television industries, including but not limited to professional actors, directors, producers, or videographers will not be eligible to win a prize. Finalists must have permission from all individuals (and, if such person is a minor, permission from that person's parent or legal guardian) that appear in the Video Entry (if any) to use their name and likeness in the Video Entry and to grant the rights as set forth herein. If requested by Sponsor, Entrant must be able to provide such permissions in a form acceptable to Sponsor. Sponsor reserves the right not to post or to review any Video Entry at any time.

Further proof or verification of identity and qualifications may be required of Finalists, along with a background check. Failure to comply may result in disqualification and, based on the criteria described above and time permitting, selection of a runner-up Finalist. In addition, at the discretion of the Sponsor, potential Finalist(s) may be disqualified for any of the following based on the background check: if charged with or convicted of a felony or misdemeanor, is not eligible based on the eligibility requirements set forth above, or if delinquent on a government ordered payment, such as but not limited to: child support, spousal support, alimony, tax payments, etc. Finalists must be prepared to record and submit the Video Entry by the date indicated in the notification package or Finalist(s) will forfeit their right to further compete, and a runner-up potential Finalist will be chosen, time permitting.

Noncompliance with any of the foregoing, with these Official Rules, the inability to contact a potential Finalist within a reasonable time period, any notification being returned as non-deliverable or a potential Finalist's inability to uphold the Finalist responsibilities as outlined in these Official Rules (including, but not limited to, recording and submitting Video Entry within the allotted time frame and participating in the conference call), may result in disqualification and, at Sponsor's discretion, a runner-up being chosen. Finalist status is subject to verification of eligibility and compliance with these Official Rules.

Nominations, Entries and Video Entries generated by script, macro or other automated means and nominations, Entries and Video Entries made by any means which subvert the participation process will be void.

### **8. Finalist Judging:**

Upon receipt of the potential Finalists' Video Entries, Sponsor will coordinate a conference call with each potential Finalist on the date and time specified by Sponsor. Potential Finalist must be available to participate in the conference call at the date and time specified by Sponsor or he/she will be disqualified, and a runner-up Finalist will be notified, time permitting. Prior to the conference call, a panel of qualified judges (determined by Sponsor in its sole discretion) will review all Finalists' Video Entries.

During each potential Finalists' scheduled conference call, which will be no more than thirty (30) minutes in length, the potential Finalists will be asked to talk the judges through his/her Video Entry explaining what is being captured in the video. Upon completion, the judges will ask each potential Finalist three (3) questions in which he/she must answer.

The submitted Video Entry will be judged based on the following criteria on a scale of 0-20 points total:

- Ability to maintain a quality classroom/ gym environment
- Command of subject matter
- Communication skills (clarity of directions, use of examples)
- Classroom management skills
- Ability to inspire and maintain responsiveness/energy/engagement of students
- Enthusiasm
- Creativity

The answers to the three (3) questions during the conference call will be judged based on the following criteria: 1) Demonstrates extremely high-level communication skills; ability to speak about key message points as well as respond appropriately, succinctly and positively to questions: 0-10 points; 2) Conducts a quality physical education program for K-12 students; displays ability to articulate classroom techniques and happenings and apply to the broader conversation about physical education in schools: 0-10 points; and 3) Knowledgeable about key issues in education and childhood obesity: 0-5 points.

During the Finalist Judging round, each Finalist will have the opportunity to earn up to forty-five (45) total points. The Finalist receiving the highest score during the Finalist judging, as determined by the judges in their sole discretion, will be deemed the NFL Network PE Teacher of the Year and will win (subject to verification of eligibility and compliance with these Official Rules) the Grand Prize. In addition, the school at which the Grand Prize winner is employed will win the School Prize. In the event of a tie, such tied Entries will be judged based on Ability to inspire and maintain responsiveness/energy/engagement of students: 0-20 points. Sponsor and judges reserve the right to not select a Grand Prize winner if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Video Entries.

#### **10. Prize:**

**(1) Grand Prize:** The Grand Prize winner will be named the NFL Network PE Teacher of the Year and will receive a three (3) day/ two (2) night trip for winner and one (1) guest to New York City, NY in April 2012 to attend the 2012 NFL Draft and \$10,000 for winner only awarded in the form of a check. Trip portion of the prize includes a) round trip coach air transportation from a major U.S. gateway airport nearest winner's residence in the U.S. to New York City, NY; b) standard hotel accommodations (one (1) room, double occupancy) for two (2) nights; c) two (2) tickets for winner and guest to one day of the NFL Draft (exact day determined by Sponsor in its sole discretion). Being named the NFL Network PE Teacher of the Year is not an offer of employment with the NFL. All prize details are at Sponsor's sole discretion. Approximate Retail Value ("ARV") = \$3,000. Actual value may vary based upon location of winner's residence. In the event the Draft is postponed and rescheduled, trip will be rescheduled around the dates of the rescheduled Draft. In the event the Draft is postponed and not rescheduled or otherwise cancelled, no compensation or substitution for such portion of the prize will be provided; however, the remainder of prize package will be awarded and Sponsor will have no further obligation to winner. If winner resides within a 100-mile radius of New York City, ground transportation (or other form of transportation) may be provided in lieu of air transportation, at Sponsor's sole discretion, and no compensation or substitution will be provided for difference in prize value. Trip must be taken on dates designated by Sponsor or prize will be forfeited in its entirety and, at Sponsor's discretion and time permitting, awarded to an alternate winner. Dates are subject to change. Travel and accommodation restrictions and other restrictions may apply. Grand Prize winner and guest must travel together on same itinerary and are responsible for obtaining all required travel documents prior to travel. All travel arrangements must be made through travel agent of Sponsor's selection on a carrier of Sponsor's choice. Released Parties are not responsible for travel delays or cancellations, or for the cancellation of any event. **Only the Grand Prize winner will receive the prize; the individuals, if any, who appear in the Video Entry (other**

**than the Grand Prize winner) will not receive a prize.** All costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, any ground transportation, food, beverages, souvenirs, gratuities, airline luggage charges, and other miscellaneous travel expenses are winner's sole responsibility. Tickets are subject to terms and conditions specified thereon. Seat locations will be determined by Sponsor. Winner and guest must comply with all venue and Draft rules and regulations. Failure to do so may result in forfeiture of such portion of the prize and removal from event. The Released Parties reserve the right to remove or to deny attendance to winner and/or guest who engages in a non-sportsmanlike, disruptive or inappropriate manner, or with intent to annoy, abuse, threaten or harass any other person at any event. Unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent event. If unused, tickets cannot be returned, refunded or exchanged for cash value or substitute tickets. If Grand Prize winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be required to fulfill all requirements imposed on Grand Prize winner set forth herein and must accompany such winner and/or on trip as his/her guest. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless child or legal ward of Grand Prize winner and will be required to execute and return a liability/publicity release within the time period specified by Sponsor. Other than the details of the Grand Prize outlined above, Released Parties have no additional obligations or commitments to the Grand Prize winner or his/her guest in connection with the winner being named the NFL Network PE Teacher of the Year. **(1) School Prize (awarded to the school in which the Grand Prize winner is employed):** \$10,000 grant awarded in a form of a check. School will be responsible for all federal, state and local taxes and any other costs and expenses associated with School Prize acceptance and use not specified herein as being provided. Total ARV of all prizes = \$23,000.

#### **11. Prize Winner Notification:**

**For Grand Prize Winner:** Potential Grand Prize winner will be determined on or about 3/20/12 and will be notified by telephone and/or overnight mail and/or regular mail and/or email. **Potential Grand Prize winner must be employed at the school listed in his/her Entry at time of prize award to be eligible to receive the Grand Prize and for his/her school to be eligible to receive the School Prize.** Potential Grand Prize winner will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release and any other documents required by Sponsor within five (5) days of date of issuance of notification.

**For School:** An authorized representative of the Grand Prize winner's school notified by telephone and/or overnight mail and/or regular mail and he/she will be required to execute and return all documents required by Sponsor within five (5) days of date of issuance of notification. By accepting the prize, school must agree to the use of its name, location, trademarks, logos, photograph, and/or image in any and all media now or hereafter known, worldwide and on the Internet and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from such organization or its authorized representatives or any third party and without prior notice, approval or inspection, and to execute specific consent to use if asked to do so. All grant details are at Sponsor's sole discretion.

**General Notification Conditions:** Non-compliance with these Official Rules, Sponsor's inability to contact the potential winner and/or an authorized representative of his/her school within a reasonable time period, potential winner's and/or school representative's failure to respond within five (5) days from Sponsor's initial contact or return of prize or prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion, awarding of the prize to a runner-up. If the Grand Prize winner is disqualified for any reason, his/her school will also be disqualified and become ineligible to receive the School Prize. If the school declines the School Prize for any reason, the Grand Prize winner will still be determined the winner and receive his/her Grand Prize as outlined above, however, the School Prize will be forfeited.

## 12. Miscellaneous:

Total ARV of all prizes: \$23,000. No transfer, assignment, cash redemption, or substitution of prize (or portion thereof) is permitted except by Sponsor who reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, as determined by Sponsor. Entrants agree, by entering, that 1) Sponsor and its designees may use (unless prohibited by law), Entrant's name, city and state of residence, Entry, Video Entry (as applicable), photograph, recording, and/or likeness for advertising, trade and/or any other purposes in any media (including but not limited to online at keepgyminschool.com) now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, and 2) the Released Parties shall have no liability and will be held harmless by Entrant, Nominator and any other participants for any claim, action, liability, loss, injury or damage to Entrant or any other person or entity, including, without limitation, personal injury or death to Entrant, Nominator or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize and any travel or travel-related activity thereto (including, but not limited to, attendance at the Draft) participation in this Competition or the use of any Entries by Sponsor, its designees or any third party. Sponsor reserves the right, in its sole discretion, to modify, terminate or suspend this Competition (or any portion thereof) for any reason, including should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Competition (or any portion thereof) and, in the event of termination, at its discretion, select the Finalist(s), and/or Grand Prize winner (as applicable) from those eligible, non-suspect Entries and/or Video Entries (as applicable) received prior to event requiring such termination using the applicable judging procedure outlined herein and eligible, non-suspect votes as applicable.

**Assignment of Rights:** Entrants and Nominators warrant and represent that (1) Sponsor shall own the submitted nomination, Entry and Video Entry (as applicable) (and all material and rights embodied therein) and that such nomination, Entry and Video Entry (as applicable) will not be acknowledged or returned; and (2) that by entering, the Entrant and Nominator irrevocably assigns to Sponsor and its designees any and all rights, title and interest in the Entry and Video Entry including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, blur, exploit and use the Entry and/or Video Entry (as applicable) in any way and in any and all media now known or hereinafter discovered or devised, world-wide for trade, advertising, promotional, public relations and/or other purposes as Sponsor and/or its respective designees may determine without further permission from, or notification or consideration to Entrants or any third parties. Entrants further agree to abide by these Official Rules and the decisions of the Sponsor and judges, which shall be final and binding. Entrant's submission of an Entry and Video Entry (as applicable) constitutes his/her representation of eligibility, consent to participate in Competition and consent for Sponsor to obtain, use, and transfer his/her name, address and other information for the purpose of Competition administration.

Released Parties are not responsible for lost, incomplete, invalid, unintelligible, inaccurate, undeliverable, garbled, late, illegible, stolen, damaged, delayed or misdirected nomination essays, Entries, Video Entries or conference calls, all of which will be disqualified; failures or malfunctions of phones, phone lines or telephone systems or other communications or malfunctions; interrupted or unavailable network, server, cable, satellite, Internet Service Provider (ISP) or other connections; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to Entrants' or any other person's computer or other device related to or resulting from participation in the Competition; theft, destruction or unauthorized access to, or alteration of, Entries, Video Entries or votes; or human-processing error; printing, typographical or other errors or omissions in these Official Rules or in any Competition-related advertisements or other materials; or other errors or problems of any kind whether

mechanical, human, technical, network, electronic; or errors which may occur in connection with the administration of the Competition, the incorrect submission of nomination essays, Entries or Video Entries, the processing or judging of Competition Applications, Video Entries or conference call, the awarding or announcement of the winner, Finalists and/or Grand/School Prize or in any other Competition-related materials. Sponsor reserves the right to void and remove or discard any and all nomination essays, Entries or Video Entries of an Entrant and/or participant who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of Competition and such Entrant will be disqualified and all associated nomination essays, Entries, Video Entries and/or conference call will be void. All nomination essays and Entries (including Video Entries and contents of conference call) become property of Sponsor and will not be returned. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**13. Winners' Names:**

For the names of the winners (available after 5/4/12), send a self-addressed, stamped envelope to be received by 5/4/12 to: NFL Network PE Teacher of the Year Winners, C/O Civic Entertainment Group, 450 Park Avenue South, 5<sup>th</sup> Floor, New York, NY 10016.

**Sponsor:** NFL Network, 10950 Washington Boulevard, Culver City, CA 90232.

**Administrator:** Civic Entertainment Group, 450 Park Avenue South, 5<sup>th</sup> Floor, New York, NY 10016

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**Client Approval**

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**Date**