

Rules & Regulations

Contest: Create an original video showcasing how contestant uses LEGO Education products to spark student innovation.

Contest Start Date: 12:01 a.m. Central Standard Time on August 1, 2011.

- a. An online registration form is available at www.LEGOeducation.us/CreativityContest.

Contest Entry Start Date: 12:01 a.m. Central Standard Time on September 1, 2011.

- a. A contest entry form is available at www.LEGOeducation.us/CreativityContest.
- b. Contest entries must be posted to YouTube or another public video forum with links to entry included on the contest entry form.

Contest End Date: 5:00 p.m. Central Standard Time on October 14, 2011.

- a. Winners will be notified on or before October 28, 2011.
- b. Public announcement of winners will be made during the Education Summit hosted by LEGO Education and National Instruments to be held on November 16, 2011.

NO PURCHASE NECESSARY. To register as a contestant for the 2011 LEGO Smart Creativity Contest, complete and submit either the LEGO Smart Creativity Contest Public and Private School Registration Form or the LEGO Smart Creativity Contest Homeschool Registration Form by 5pm CST on Friday, October 14, 2011. Multiple registrations by entrants are not allowed. All registrations will be reviewed and qualified entrants will be notified by email of their contestant status. Contest participation is limited to qualified entrants. LEGO Education is not responsible for undeliverable emails.

The 2011 LEGO Smart Creativity Contest challenge is to create a video that represents how contestants use LEGO Education products to spark student innovation. Each video must not exceed 150 seconds in length, include the use of at least one LEGO Education product, incorporate student/classroom involvement, and include one teacher or administrator in video footage. Videos must follow all federal and state laws regarding under-age talent and trademark rights, and adhere to all school and district regulations and restrictions.

To submit a challenge solution a contestant must complete and submit the online LEGO Smart Creativity Contest Entry Form by 5pm CST on Friday, October 14, 2011. LEGO Education North America is not responsible for lost, misdirected or delayed entries. Entries must follow the guidelines listed below and be original creations by entrant to qualify for the contest.

Prizes are not redeemable for cash and must be accepted as awarded. Decisions of the contest judges are final. By claiming the prize, winners authorize the use, without additional compensation for promotion and/or advertising purposes in any manner and in any medium (including without limitation, radio broadcasts, newspapers and other publications and in television or film releases, slides, videotape, distribution over the internet and picture date storage) which LEGO Education North America may deem appropriate. In accepting the prize, the winner acknowledges that LEGO Education

North America may not be held liable for any loss, damages or injury associated with accepting or using prize(s).

This contest is subject to all federal, provincial and municipal laws. LEGO Education North America reserves the right to withdraw or terminate this contest at any time without prior notice. Approximate value of prizes may vary.

For purposes of these Rules & Regulations, "Entrant" will be defined as any legal resident of the 50 United States and the District of Columbia employed or working within the education field (K-12) at time of registration. "Sponsor" will be defined at LEGO Education.

1. HOW TO ENTER:

REGISTRATION: Registration for the contest begins at 12:01 A.M. eastern time (CST) on August 1, 2011, and ends at 5:00 P.M. CST on October 14, 2011. To register, visit www.LEGOeducation.us/CreativityContest and follow the instructions for registration.

CONTEST ENTRY: Contest entries will be accepted from 12:01 A.M. (CST) on September 1, 2011 until 5:00 P.M. (CST) on October 14, 2011. Only entries delivered through the online LEGO Smart Creativity Contest entry process will be accepted. LEGO Education is not responsible for lost, late, or incomplete entries; or entries not received for any reason. By entering, Entrant warrants that his or her entry (1) is original and does not infringe the intellectual-property rights of any third party, (2) has been created following all federal, state, local, and district laws regarding the use of students and school property and/or staff, (3) is published in a public format online in which others can view entry until the end of the 2011-2012 school year, unless requested for extended viewing by LEGO Education, and (3) has not previously been entered into a contest or won an award.

2. JUDGING: All entries will be judged by LEGO Education, based on the following criteria: creativity/originality of entry (50 percent), appropriateness of entry to contest theme (25 percent), and use of LEGO Education product(s) in challenge solution (25 percent). Incomplete and/or inaccurate entries and entries not complying with all rules are subject to disqualification. Decisions of judges are final and binding. Winners will be notified by telephone and/or e-mail.

3. ELIGIBILITY: Open to legal residents of the 50 United States and the District of Columbia, employed or working within the education field (K-12) at time of entry. Void where prohibited by law. Employees of LEGO Education and its partners and their respective parents, affiliates, and subsidiaries and participating advertising and promotion agencies (including members of their immediate family and/or those living in the same household of each such employee) are not eligible.

4. PRIZE DESCRIPTION: One Grand Prize Winner will be selected from all entries. An

additional five (5) first-place winners will be selected in each category: Lower Elementary (K-2), Upper Elementary (3-5), Middle School (6-8), High School (9-12), and Homeschool. Prizes will consist of a \$5,000 LEGO Education gift certificate for the Grand Prize Winner and a \$2,500 LEGO Education gift certificate to each first-place winner. All winners will receive an all-expenses paid trip to the Education Summit hosted by LEGO Education and National Instruments on November 16, 2011, to accept their prize and participate in a panel discussion about their entries. All winners will be selected and notified by October 28. Prizes are awarded without warranty, express or implied, of any kind. Prizes are not transferable.

5. CONDITIONS OF PARTICIPATION: No transfer, assignment, or substitution of a prize is permitted. LEGO Education does, however, reserve the right to substitute prize (or prize component) for an item of equal or greater value at LEGO Education's sole discretion. Nothing in these official contest rules shall obligate LEGO Education to publish or otherwise use any entry submitted in connection with this Contest. All federal, state, and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of LEGO Education, which are final and binding on all matters pertaining to this Contest. By entering, Entrant represents that any activity, etc., and other materials submitted as part of Entrant's contest entry are original and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the Entrant owns or has the rights to convey any and all right and title in such activity. In addition, by entering, Entrant grants to LEGO Education a nonexclusive, worldwide, royalty-free license to edit, publish, promote, and republish at any time in the future and otherwise use Entrant's submitted activity, along with Entrant's name, likeness, biographical information, and any other information provided by Entrant, in any and all media for possible editorial, promotional, or advertising purposes, without further permission, notice, or compensation (except where prohibited by law). Potential Winner, as a condition of receiving any prize, also may be required to sign and return an Affidavit of Eligibility, a Liability Release, and, where legally permissible, a Publicity Release and confirmation of a license as set forth above within 14 days following the date of first attempted notification, certifying, among other things, the following: (a) entry does not defame or invade the privacy of any party; (b) entry does not infringe upon the rights of any third party; and (c) the video and other materials submitted are original and have never been published and entry has never won an award. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies to use Winner's name, biographical information, activity, and other materials submitted for advertising and promotional purposes without additional compensation, unless prohibited by law. By entering and/or accepting prize, Entrants and Winners agree to hold and assign Sponsor and its promotional partners, directors, officers, and employees harmless for liability, damages, or claims for injury or loss to any person or property, relating to, in whole or in part, directly or indirectly, participation in this Contest, the acceptance and/or subsequent use or misuse or condition of any of the prizes awarded, or claims based on publicity rights, defamation, or invasion of privacy.

False or deceptive entries or acts will render the Entrant ineligible. Sponsor, in its sole discretion, reserves the immediate and unrestricted right to disqualify any entrant or prize winner, if either commits or has committed any act or has been involved or becomes involved in any situation or occurrence which the Sponsor deems likely to subject the Sponsor, Entrant, or Winner to ridicule, scandal, or contempt or which reflects unfavorably upon the Sponsor in any way. If such information is discovered by Sponsor after a winner has received notice of his/her prize and before the prize is awarded, Sponsor may rescind the prize in its entirety. If a portion of his/her prize has already been awarded, Sponsor may withdraw the remainder of the prize that has been fulfilled. Decisions of the Sponsor are final and binding in all matters related to this paragraph. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prize.

6. INTERNET: Sponsor is not responsible for lost or late entries nor for electronic-transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone-equipment, electronic, computer, hardware, or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. CAUTION: Any attempt by a contestant to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the e-mail address. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned.

7. GOVERNING LAW: This Contest is governed by the internal laws of the State of Kansas without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court in the State of Kansas, without recourse to class-action suits.

8. SEVERABILITY: If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

9. WINNER'S LIST: For name of Winner(s), available after January 1, 2012, send a

separate self-addressed, stamped envelope to LEGO Smart Creativity Contest, LEGO Education North America, 915 East Jefferson, Pittsburg, Kansas, 66762, or log onto www.LEGOeducation.us/CreativityContest, where a listing of Winners will be available for a period of 60 days.

10. SPONSOR: The Sponsor of this Contest is LEGO Education North America, 915 East Jefferson, Pittsburg, Kansas, 66762