

## Teacher Appreciation Week Contest Official Rules

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. Void where prohibited or restricted by law.**

**1) Eligibility:** The ThankaTeacher contest (“Contest”) is open to PTA members of the fifty (50) United States and the District of Columbia. PTA members participate on behalf of their local PTA, and all prizes are awarded to the identified beneficiary PTA. The contest is being sponsored by the National Congress of Parents and Teachers (“National PTA”) and Google Express, Inc. (hereafter, “Sponsors”) and administered by National PTA (“Administrator”). Children of employees, officers, directors, agents and representatives of the Google Express Inc. and National PTA and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies, and each of their respective employees, officers, directors, agents and representatives (hereafter collectively, “Released Parties”), and any such individual's immediate family members (mother, father, sister, brother, daughter, son 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. By participating, you agree to these Official Rules and all the decisions of Sponsors and/or Administrator, which are final and binding in all respects. Void where prohibited by law. All applicable federal, state and local laws apply. No purchase necessary.

**2) Contest Period:** Contest begins 12:00:00 pm (noon) Eastern Time (“ET”) on April 1, 2017 and ends 11:59:59 pm ET on April 15, 2017 (hereafter, “Contest Period”). Contest Administrator’s computer is the official time-keeping device for the Contest.

**3) How to Participate:** Visit [www.pta.org/thankateacher](http://www.pta.org/thankateacher) (the “Website”) during the Contest Period and follow the instructions to complete and submit the online entry form with all information requested. You will be asked to first share a photo taken by you, with a caption and the hashtag #ThankaTeacher using Facebook, Twitter or Instagram. Once you have done that, you will need to access the online entry form and answer the questions. Note that you must have permission to use your photo from all subjects featured in the image shared.

Only individuals may enter on behalf of a PTA (no team entries) and you can enter as many times as you would like during the Contest Period. Your entry must be submitted using the official online entry form by 11:59:59pm ET on 04/17/2017.

**4) The Contest Entry:** An entry must include the URL address for your Facebook, Twitter or Instagram photo along with an explanation as to why or how your photo illustrates how your teachers deliver. The Entry must:

- a) Answer all of the questions in the online entry form; and
- b) Include the URL link to your submitted photo

The Entry cannot:

- a) Include entry materials or use of the site that are considered inappropriate in any way (as determined by Administrator or Sponsors in Administrator’s or Sponsors’ sole opinion)

## **ALL Entries:**

- MUST be your original idea (modification of an original work is not an original idea). Submissions MUST NOT copy or otherwise plagiarize from any source.
- MUST NOT contain material which is (or promote activities which are) in Sponsors' or Administrator's sole discretion, hateful, slanderous, libelous, tortious, explicit, obscene, inappropriate, or violent.
- MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement.
- MUST NOT include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image or likeness in any submitted application or otherwise use such images or likenesses in accordance with these Official Rules. Entrant must be prepared to provide signed third party releases upon request, and winners will be **required** to submit photo releases.

**5) Entry Submissions:** When you have completed the online entry form, and are satisfied that you have answered the questions fully and included the URL to your uploaded image submit your entry by clicking the submit button. By submitting an Entry warrant and represent, to the best of your knowledge, that the entry, and your submission thereof to the Contest, (1) that the entry is your own sole and original idea, (2) that the entry does not contain any virus, bugs, or other deleterious material and that you agree to these Official Rules.

Entries must be received and recorded by the Administrator's Contest computer by April 17, 2017, 11:59:59 pm (ET).

All information submitted by entrants is subject to, and will be treated in a manner consistent with, the Terms of Service and Privacy Policy accessible at [www.pta.org](http://www.pta.org). Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete entries are void. Submissions that do not comply with the Submission Requirements, or otherwise with these Official Rules will be void, eliminated and not eligible for consideration. Entries once submitted become the property of Sponsors and Administrator and will neither be acknowledged nor returned.

**6) Judging:** All submissions will be judged based on the following items (the "Judging Criteria"): (i) Positive message of the entry (50%); (ii) Potential Impact of the entry (30%), and (iii) Strength and Clarity of the answers (20%). All entries will be judged by panel of 5 to 7 Judges appointed by National PTA.

The beneficiary PTA of a winning entry must be a PTA in good standing with National PTA. If a winning entry is found to benefit a PTA that is not in good standing, or is found to be ineligible or otherwise not in compliance with these Official Rules, the winner and the winner's entry will be disqualified, and all rights to the prizes will be forfeited and an alternate winner will be selected.

**7) Prizes and Approximate Retail Values:** Contest prizes will be awarded directly to the beneficiary PTA of the winning entry. Two (2) Grand Prize Winners will be selected, and their PTA will each receive a teacher's lounge shopping spree (Valued at \$4,500) and one Google Home device (Valued at \$130). Four (4) Finalist Winners will be selected, and their PTA will each receive gifts for the teacher's lounge (Valued at \$2500 each) and one Google Home device per winner (Valued at \$130 each). Thirty-eight (38) Runner-up Winners will be selected, and their PTA will each receive either one Google Home device (Valued at \$130 each), one "I Can Read" book donation (100 books/\$399 value per set), or one "I Can Read" book set (10 books/value varies).

Prizes cannot be transferred, substituted, or redeemed for cash, but Sponsors reserve the right to substitute prize, or a portion of prize with a prize, or portion of prize of equal or greater value if such prize or portion becomes unavailable. IRS rules may apply, and taxes on prize, if any, are solely the responsibility of the beneficiary PTA.

By submitting an entry in the Contest, you agree to: (i) abide by and be bound by these Official Rules and the decisions of Sponsors or Administrator on all matters relating to this Contest which decisions are final and binding in all respects; (ii) waive any right to claim ambiguity in the Contest or these Official Rules; (iii) grant Sponsors and Administrator (where permitted by law) the right to use your name, and your PTA's name, city and state, in all forms of media, in perpetuity and for advertising or promotional purposes without review or further compensation; and, (iv) warrant and represent that the use of the materials submitted in this Contest will not violate the rights of any third parties. Entries must be in keeping with Sponsors' positive image, as determined by Sponsors and Administrator in their sole discretion. Any materials containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by Sponsors or Administrator) will not be accepted and the associated entry will be disqualified. All federal, state or other tax liabilities (including income taxes) arising from the Prizing contained in this Contest will be solely the responsibility of the beneficiary PTA. Receipt of any of the prize components of this Contest is conditioned upon compliance with any and all applicable federal, state and local laws, rules, and regulations. Noncompliance with any of the above will result in disqualification.

If for any reason the Contest is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsors reserve the right at its sole discretion to cancel, terminate, modify or suspend the Contest. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsors may, in their sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Contest and conduct a random drawing and select the Winners from among the eligible entries received up to the time of the impairment.

**8) Winner Notification:** The winners and his/her beneficiary PTA will be notified, on or about 04/28/17, by Administrator via telephone and/or overnight mail and/or mail and/or email, and the winner will be required to return an executed Publicity Release from every

subject featured in the winning entry, by the specified date on forms. Non-compliance with the foregoing or the inability of Administrator to contact a potential winner within a reasonable time period, the applicable potential winner may be disqualified and, at Sponsors' discretion and time permitting, an alternate winner will be selected.

**9) General Conditions:** Participants hereby: (1) grant to Sponsors a non-exclusive, perpetual license to receive, reproduce, distribute, display and otherwise process submitted data, materials and information, and to evaluate same, both in connection with the Contest and outside of the Contest, and (2) agree (a) that Sponsors and their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, trustees, employees, representatives, advisors and agents (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages (whether due to negligence or otherwise) of any kind to person(s), including death, or property, or for breach or failure of any representation, warranty or obligation, or for infringement of rights of intellectual property, publicity or privacy, defamation, or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest related activities, and (b) except where legally prohibited, winner grants (and agree to confirm that grant in writing) permission to Sponsors and those acting under its authority the right to the use of the winner's name, picture, likeness, voice, biographical information and statements, and entry (or any part thereof) at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

**10) Liability Limitations:** Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, store, or loss of, any such information. Entrants are expected to, and shall, retain copies of all portions of their entries, and shall not rely on Administrator to retain same. Administrator shall not be responsible for lost or corrupted submission materials. Persons who tamper with or abuse any aspect of this Contest, as solely determined by the Administrator, will be disqualified. Any use of robotic, automatic, macro, programmed, third party, or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading or printing materials of any kind from, or for, this Contest, or use of the website. Should any portion of the Contest be, in Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Administrator, corrupt or impair the administration, security, fairness or proper conduct, or submission of entries, Administrator or Sponsors reserves the right at its sole discretion to suspend, modify or terminate the

Contest, and select the winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Administrator or Sponsors. Releasees are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use to this website. In case of dispute, the authorized website registrant whose email address and date of birth is used to enter the Contest at the actual time of the submission of an entry will be deemed to be the entrant, and must comply with these Official Rules.

**11.) IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTEST, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE CONTEST SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**Sponsors reserve the right in its sole discretion to disqualify any individual that Sponsors or Administrator find to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.**

**12) Arbitration/Choice Of Law:** Except where prohibited, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard for conflicts of law doctrine, and all proceedings shall take place in the Commonwealth of Virginia. If permitted by law, and the Rules of the American Arbitration Association, entrants agree, all proceedings commenced hereunder, the details, transcripts, testimony and all particulars of all such proceedings, and the results of all such proceedings, for example but not limited to findings of fact and/or law, and awards, (all as however characterized), shall be kept and maintained as confidential by all of the parties (and their counsel or representative(s)) to any proceeding, and shall not be disclosed, in whole or in part, directly or indirectly, to any third party.

**13) Winner List:** For the name of winners mail a first class self-addressed stamped envelope to: National PTA: Thank a Teacher Contest; 1250 North Pitt Street, Alexandria, VA 22314 for receipt by May 8, 2017. Name of winners may also be posted on the [www.pta.org](http://www.pta.org) website.

**14) Administrator:** National PTA, 1250 North Pitt Street, Alexandria VA 22314

**15) Sponsors:** National Parent Teacher Association, 1250 N. Pitt St., Alexandria, VA 22314; Google Express, 1600 Amphitheatre Parkway, Mountain View, CA 94043