

# **DigitalSports® Reporter Contest**

## Official Terms and Conditions

### **1. Eligibility:**

The **DigitalSports® Reporter** Contest (the “Contest”) is offered by Vantage Learning USA, LLC dba DigitalSports® and its affiliated companies (“Sponsor”) to all legal residents of the 50 United States and the District of Columbia between the ages of 13 and 19 and who are currently attending high school at the time of entry, except where prohibited by law. Employees and directors of the Sponsor and its affiliates, their immediate family members and persons living in the same household of such individuals, are not eligible. Faculty and staff employed by the schools or districts represented on the Sponsors’ site are not eligible. By entering, you agree to these “**Official Rules**” and that the decisions of the Sponsor are final and binding in all respects.

Upon determination of Contest winners, the Sponsor will conduct a period of review and an appropriate background check to verify that the recipient falls under the eligibility criteria.

**CONTEST IS VOID WHERE PROHIBITED, INCLUDING BUT NOT LIMITED TO FLORIDA, NEW YORK, AND RHODE ISLAND.**

### **2. Contest Period:**

The Contest will officially begin on Wednesday, August 1, 2012. Daily contests will begin on October 1, 2012 and run Monday through Friday and will end at 5:00 p.m. EST on each day. Weekly contests will begin on October 1, 2012 and run Monday and end on Friday at 5:00 p.m. EST. Monthly contests will begin on August 1, 2012 and will thereafter begin on the first Monday of each month and end at 5:00 p.m. EST on the last Friday of each month. The 2012 Annual Contest will begin on Wednesday, August 1, 2012 and will run until August 1, 2013 at 5:00 p.m. EST, signifying the close of the 2012-2013 school year. Schedules for the 2013 school year contests will be released at a later date.

### **3. Entry**

1. You must be currently attending high school and be at least 13 years old and no older than 19 years old at the time of entry to enter the Contest and meet eligibility requirements.
2. You must be a current DigitalSports® Reporter or sign up to become one. If you are not a registered DigitalSports® Reporter, you must complete the free registration to become one on the DigitalSports® website at [www.digitalsports.com/register](http://www.digitalsports.com/register).
3. You must submit content (as described in guidelines) to your DigitalSports® site.

### **4. How to Win**

1. Each participant must earn points by posting content. Content is defined as sharing articles, photos, and videos to a user’s school page. Please see Section 5 for full details.

2. The DigitalSports® Reporter with the most points at the end of each interval (Daily, Weekly, Monthly, and Annually) will receive recognition and/or prizes associated with that respectful interval (see Winner Recognition/Prizes).
3. Upon determination of Contest winners, the Sponsor will conduct a period of review and an appropriate background check to verify that the recipient falls under the eligibility criteria.
4. All points are allotted solely on the amount of content posted and not in any way by chance.

## **5. General Competition Structure/Guidelines – Submitting Content and Earning Points:**

Points are awarded to DigitalSports® Reporters based on reporter activity, content submission, and recognition levels.

- **Point system (Reporters): (primary)**
  - **10 points** for signing up
  - **1 point** for each Facebook “Like”
  - **1 point** for every Vote received
  - **5 points** for every Post shared on Facebook
  - **5 points** for every Post shared on Twitter
  - **5 points** for every Post shared on Google Plus
  - **25 points** for every article posted to school (300-word minimum)
    - It must be 300 words or greater.
    - It must be marked under one of the following categories:
      - Game/Team Tradition
      - Sports Feature
      - Season Recap
      - Season Preview
      - Game Preview/Recap
      - Play of the Week
      - Athlete Profile
  - **1 point** for every picture posted
  - **5 points** for every video posted
  - **10 points** for every daily winner
  - **25 points** for every weekly winner
  - **50 points** for every monthly winner

***Users may not post and repost the same content repeatedly to manipulate the point accumulation system. Failure to abide by these rules will result in forfeiture of points or possible disqualification from Contest.***

***Point accumulation will start on August 1, 2012, but daily and weekly winners will not be announced until October 1, 2012.***

***Points are still awarded for weekend posts, but no public recognition and/or prizes will be given on weekend days.***

## **6. Winner Recognition/Prize Summary**

- Each daily, weekly, monthly, and annual winner will receive recognition/prizes for their work. Every interval, with the exception of the annual winner, will repeat until the end of the school year when the annual grand prize winner is announced.
- After twelve months, an annual grand prize will be given to the Reporter who has accumulated the most points over the course of the year.
- Upon determination of Contest winners, the Sponsor will conduct a period of review and appropriate background check to verify that the recipient falls under the eligibility criteria.
- ***In the event of a tie:***
  - ***All respective Contest periods (Daily, Weekly, Monthly, and Annual) work on a Monday through Friday structure and begin at midnight during those periods. The first DigitalSports® user to accumulate at least one point from the beginning of said periods, as determined by the Sponsor, will be deemed the winner.***

\*Each daily, weekly, and monthly winner can still continue to collect points toward the annual grand prize.

<b><u>Daily Recognition: “Reporter of the Day”</u></b>
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- Reporter Reward:
  - The DS Reporter™ with the most points at the end of each day will be posted on the DS Nation Page and DigitalSports® Home Page with links to his/her Profile until the next day’s winner is announced
  - The daily winner will also be announced and shared on Facebook, Twitter, and Google Plus
  - An additional 10 points will be awarded to the user’s overall point total

*Note: A user is limited to no more than five “Reporter of the Day” awards per calendar month*

<b><u>Weekly Recognition: “Reporter of the Week”</u></b>
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- Reporter Reward:
  - The DS Reporter™ with the most points accumulated during the week will be honored with a “Reporter of the Week” title that will be posted on the DS Nation Page and DigitalSports® Home Page with links to his/her Profile until the next week’s winners are announced
  - The weekly winner will also be announced and shared on Facebook, Twitter, and Google Plus
  - An additional 25 points will be awarded to the user’s overall point total

<u>Monthly Recognition: "Reporter of the Month"</u>
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- Reporter Reward:
  - The DS Reporter™ with the most points accumulated during the month will be honored with a "Reporter of the Month" title that will be posted on the DS Nation Page and DigitalSports® Home Page with links to his/her Profile until the next month's winner is announced
  - The monthly winner will receive a CorrectEnglish® web subscription
  - \$10 iTunes Gift Card
  - The monthly winner will also be announced and shared on Facebook, Twitter, and Google Plus
  - An additional 50 points will be awarded to the user's overall point total

<u>Annual Recognition: "Reporter of the Year"</u>
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- Reporter Grand Prize Rewards:
  - 1<sup>st</sup> Place Grand Prize
    - **\$10,000 College 529 Savings Plan**
    - The DS Reporter™ with the most points accumulated during the year will be honored with a "Reporter of the Year" title that will be posted on the DS Nation Page and DigitalSports® Home Page with links to his/her Profile
    - The 1<sup>st</sup> place winner will also be announced and shared on Facebook, Twitter, and Google Plus
    - \$100 iTunes gift card
    - iPad
    - Engraved "DigitalSports® Reporter of the Year" Plaque
    - Autographed memorabilia from a professional athlete
    - 2 Tickets to a professional sporting event (@ \$250)
  - School Reward:

    - *\$1,000 toward school athletic program*
    - *MY Access!® subscriptions*
    - *SPMS subscriptions*
  - 2<sup>nd</sup> Place Prize
    - **\$5,000 College 529 Savings Plan**
    - The DS Reporter™ with the second most points accumulated during the year will be posted to DS Nation Page and DigitalSports® Home Page with links to his/her Profile
    - The 2<sup>nd</sup> place winner will also be announced and shared on Facebook, Twitter, and Google Plus
    - \$50 iTunes gift card

- iPod Touch

School Reward:

- \$500 toward school athletic program
- MY Access!® subscriptions
- SPMS subscriptions

○ 3<sup>rd</sup> Place Prize

- **\$2,500 College 529 Savings Plan**
- The DS Reporter™ with the third most points accumulated during the year will be posted to DS Nation Page and DigitalSports® Home Page with links to his/her Profile
- The 3<sup>rd</sup> place winner will also be announced and shared on Facebook, Twitter, and Google Plus
- \$25 iTunes gift card
- iPod Nano

School Reward:

- \$250 toward school athletic program
- MY Access!® subscriptions
- SPMS subscriptions

## **7. Prizes**

1. The Sponsor is not liable for any lost or stolen entries, prizes or Contest information.
2. By participating in the Contest, participants agree to be bound by the decisions of Sponsor personnel. The Sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and Sponsor decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of the Sponsor, the Sponsor reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Sponsor deems appropriate. All decisions will be made by the Sponsor and are final. The Sponsor may waive any of these rules in their sole discretion.
3. The Sponsor will attempt to post Contest winners to the web site within thirty (30) days of Contest closing date.

4. The Sponsor requires valid email addresses and phone numbers to contact winners as needed. Inability to provide the aforementioned contact information will result in forfeiture of prizes – at which point, the next highest point-getter will be awarded the prize(s).
5. Prizes are non-transferable and must be accepted as awarded. The Sponsor is not responsible for a lost or damaged prize and in the case where the prize is lost or damaged it will not be replaced.
6. By accepting the prize, the winner agrees that the Sponsor may use the winner's name and picture for advertising and promotional purposes without further consideration, unless prohibited by law. BY PARTICIPATING IN THE CONTEST, THE PARTICIPANT AGREES THAT THE SPONSOR, ITS SUBSIDIARIES, ITS AFFILIATES AND ALL OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS FOR ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR ANY PRIZE RELATED ACTIVITY. Subject to all federal, state and local laws. CONTEST VOID WHERE PROHIBITED BY LAW.
7. In the event of a dispute, all entries received will be considered to be made by the authorized account holder of the email address as on record at the time of Contest ending. The "authorized account holder" is deemed to be the natural person who is assigned to an email address by an internet service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A winner may be requested to provide the Sponsor with proof that the winner is the authorized account holder of the email address associated with the winning entry along with proof of personal identification.

***A monetary scholarship prize will be deposited in to the winners' 529 accounts. Winners must be enrolled in a valid 529 plan within three (3) weeks of notification date and winner must provide Administrator with his/her 529 plan details and any necessary 529 plan documentation in order to receive prize.***

## **8. Release and Indemnity:**

By participating in the Contest, entrant individually, or by and through his or her adult parent/guardian and/or teacher, agrees to release, discharge and hold harmless Sponsors from and against any and all claims, liability for any injury, including but not limited to personal injury, bodily injury (including without limitation wrongful death or disability), property damage, or loss or damage of any other kind arising in whole or in part, directly or indirectly, from delivery, non-delivery, acceptance, participation or use of a prize, or from participation in this Contest, or any contest-related activity, whether or not such injury, loss or damage arises in whole or in part from the negligence of Sponsor, its affiliates, subsidiaries, and agencies and their respective directors, officers, employees and agents and any and all Internet servers and access providers from any and all liability with respect to the prize won and participation in the Contest.

Entrant individually, or by and through his or her adult parent/guardian and/or teacher, further agrees that s/he shall pay and indemnify and hold the Sponsor and its grantors, officers, trustees, assignees, agents, licensees, and employees harmless from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the use of the name submitted with the entry, the content of the entry, or the inaccuracy, alleged breach, or actual breach of any representation, warranty, covenant, agreement, or undertaking entrant has made herein.

The Sponsor will not be held responsible for any technical difficulties of the site.

For a complete list of winners' first names and city/town of residence, send request with the separate self-addressed envelope to "DigitalSports DS Reporter Contest," c/o Vantage Learning, 800 Township Line Road, Suite 300, Yardley, PA 19067.

#### **9. Agreement Not to Sell:**

By participating in the Contest, entrant individually, or by and through his or her adult parent/guardian and/or teacher, agrees not to sell any of the prize winnings. All Prizes are non-transferable and no substitutions allowed except by the Sponsor who reserves the right to award a prize of equal or greater value if advertised prize is unavailable. Prizes are not redeemable for cash. One (1) prize per household.

#### **10. Intellectual Property Rights:**

By participating in the Contest, entrant individually, or by and through his or her adult parent/guardian and/or teacher ("Entrant"), understands and acknowledges that the Sponsor exclusively holds all right, title, and intellectual property interests ("Exclusive Ownership Interest") in any and all proprietary software, software systems and materials, including, but not limited to, the following: any software or software systems developed in connection with the delivery of Services; and, all associated, related or ancillary software, materials, techniques, algorithms, processes used by the entrant in connection with delivery of the prizes; and, further, entrant understands and acknowledges that The Sponsor exclusively holds Exclusive Ownership Interest, as well, in any literacy works, pictorial, graphic, and sculptural works, architectural works, works of visual arts, and any other work whether or not the subject matter of copyright protection; advertising and marketing concepts; information; data; client or customer information; formulas; designs; models/drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions, innovations or methods including all processes, machines, manufactures and compositions of matter and any other invention that may or may not be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon (collectively "Developments") and that nothing in this or any other Agreement between the Parties shall alter or modify, in any form whatever, the Sponsors' present or future and Exclusive Ownership Interest in any such Developments.

## **11. General Conditions**

The Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or the website; to be in violation of the User Agreement of the website; to be acting in violation of these Official Rules; to be acting in a unethical or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, as determined by the Sponsor at its sole discretion.

Any use of cartel, robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified.

The use of profanity; any mention of drugs and alcohol through text, images, or video; the mention, use, or distribution of pornography; or any other offensive material as defined by the sponsor throughout the Contest is strictly prohibited and will result in automatic disqualification from the Contest.

## **12. Disclaimer**

The Sponsor reserves the right to make revisions to, cancel or suspend this Contest for any reason including but not limited to a virus, bug or other cause beyond the reasonable control of the Sponsor which affects the administration or security of the Contest. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor will aim to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. This contest will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., excluding its conflict of law principles.