



PULSE OF THE PLANET'S KIDS' SCIENCE CHALLENGE

OFFICIAL RULES

1. ELIGIBILITY

Pulse of the Planet's "Kids' Science Challenge" ("Challenge") is open to all legal U.S. residents who are students enrolled in 3rd through 6th grade at a public, private, parochial, or home school located in one of the fifty states, the District of Columbia, or any of the US territories and commonwealths, except in Puerto Rico and where prohibited by law ("Eligible Students"). In order to be considered eligible, students must comply with the safety guidelines set forth below ("Safety Guidelines"). Employees, officers and directors of Jim Metzner Productions, Inc. (the "Sponsor"); (the "Judges"), its subsidiaries, affiliates, advertising agencies, promotional suppliers, and participating scientists, their immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible.

2. CHALLENGE PERIOD

The Challenge Period begins on October 1, 2011 at 12:01 AM EST and expires at 11:59 PM EST on February 29, 2012. All entries must be postmarked, faxed, or uploaded online by 11:59 PM EST, Wednesday, February 29, 2012. No entries will be accepted before or after the Challenge Period. Entries submitted before or after the Challenge Period will not be considered eligible. Entry materials submitted will not be returned to the entrant. Sponsor is not responsible for late, lost, damaged, misdirected, postage due, stolen, or misappropriated entries.

3. BRIEF CHALLENGE DESCRIPTION

Eligible Students shall have the opportunity to submit an idea, question, or problem for a participating scientist to solve. For an Eligible Student to officially enter the Challenge, the student must register and enter in accordance with Rule 4, below, during the Challenge Period. Limit one entry per student or team for each Scientific Topic (defined in Rule 5, below). A student or team may enter in all three Scientific Topics, but must submit a separate entry form for each Scientific Topic. The student or team judged to have the most original entry in each Scientific Topic will be selected as the winner for that

Scientific Topic. Winners will be announced on May 2, 2012 on kidsciencechallenge.com. The winners will have the opportunity to collaborate with scientists between May 3, 2012 and July 1, 2013. The three (3) winners will be entitled to a Grand Prize (described below).

4. TO REGISTER AND ENTER

Please note: As stated in Rule 1, the Registration Period begins on October 1, 2011.

Entry forms will be available on our website at www.kidsciencechallenge.com. To download the form, click the "Submit Your Entry!". Complete the entry form, then submit it to us by either fax or US mail. You can also register online, but this MUST be done by your parent or guardian. There will be additional instructions included with the entry forms. All entries must include the completed and signed "Parent or Guardian Consent" form. This form includes the entering student's full name, home address, home phone, email address, birth date, gender, school grade, parent/legal guardian's name and email address, and school information.

(For entries submitted online, parent or guardian must agree to the terms set forth in the online registration process.)

The Sponsor will send an email or written confirmation to parent or guardian notifying them of the acceptance of his or her child's entry into the Challenge.

As a part of the consent form, you will be agreeing that personal contact information provided by you may be shared by us with third parties for the purpose of awarding prizes and science activity kits.

Student may enter either as an individual or as a member of a team. Teams may be formed in classrooms, after-school groups, or other community groups. In the case of a team entry only, team members will work with a mentor to guide them through the team entry process. The mentor will supply the entrant with a unique team name that must be provided in the Entry Application. Failure to provide an approved team name for a team entry will result in disqualification. You may not enter as an individual if you are part of a team which has submitted an entry for the same topic. Teams are limited to five members.

5. SCIENTIFIC TOPICS

For each entry, a student must select one (1) of the following science topics (the "Scientific Topic" or "Scientific Topics"):

- (i) Animal Smarts: Design a toy, game or experiment that enhances the life of a pet or zoo animal and demonstrates its particular intelligence.
- (ii) Meals on Mars: Come up with a new way to preserve, cook, deliver or sustainably produce food in flight or on Mars!
- (iii) Zero Waste: Invent a package that never ends up in a landfill.

Students may enter in more than one scientific topic, but they must complete and submit a new application for each entry.

6. ENTRY SUBMISSION

For each entry, a student must submit one Entry Idea, Question or Problem, explaining and/or demonstrating one of the Scientific Topics listed above in Rule 5, along with answers to questions explaining how the entrant developed the idea for the Entry. Students may enter in more than one scientific topic, but they must complete and submit a new entry application for each topic.

The Entry Idea, Question or Problem must be the original work of the student. Students may work independently or in a peer group on the development of their Entry and must devise their Entry with minimal help or direction from others. Entries that include non-student work WILL NOT be accepted.

The Entry may not defame or invade the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights. No copyrighted material may be used in an entry without proper permission from, and acknowledgement of, the copyright owner. Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in the Sponsor's reasonable opinion, endangers the safety or well being of any person or in the event it is determined that the entrant has not complied with these Official Rules, including without limitation the Safety Guidelines. In addition to the Sponsors' right to do so at its discretion, the Judges will also be instructed to disqualify any entry that describes dangerous conduct, stunts or tricks, conduct that could lead to physical injury, property damage or otherwise violates or is inconsistent with these Official Rules.

Participation in the Challenge constitutes the student's and his/her parent's or guardian's full and unconditional agreement to and acceptance of these Official Rules. By entering the Contest, the student and his/her parent or guardian warrants that the student's Entry is an original creation of the student's, and that student and the parent or guardian is aware of no conflicting rights in the submission or claims to the submission, including but not limited to copyright or other intellectual property right.

In the event that an entrant submits an Entry that is accepted as a winning entry by the judges, and in the following collaborative process the Entry is found to have potential commercial value, intellectual property rights to any and all resulting products and processes will be shared jointly between the Entrant, the participating scientist, and the Sponsor (Jim Metzner Productions, Inc.).

7. JUDGING

There are three (3) rounds of judging:

Round 1: All entries will first be screened to ensure they meet the entry criteria. Students who meet the entry criteria will advance to Round 2.

Round 2: Judges will score each Entry. Students will be scored on their ability to understand the Scientific Topics they have chosen for their Entry Experiment. Scores will be broken down into 3 areas:

- (i) Originality;
- (ii) Content's relation to stated criteria; and
- (iii) Overall presentation.

Round 3: Judges will select 10 finalists. Once selected, judge(s) will conduct a brief phone interview with each finalist - individual or team. Each finalist will be awarded a Kids Science Challenge t-shirt.

The Judges will select the three (3) entrants with the highest overall scores, and these entrants will be eligible for the Contest prizes. In the case of a Team submitting a winning entry, only one (1) Team member will be entitled to a Grand Prize and other Team members will receive runner-up prizes. Team prize awards will be determined by the judges in consultation with the Team Mentor.

In the case of similar or identical entries, judges will make a determination of the winner. All decisions by the judges are final. The 3 winners will be announced on May 2, 2012. Sponsor will use its best efforts to announce the winners at the designated time, but will not be held liable for any unforeseen delays.

8. PRIZES

One Grand Prize will be awarded to the winning entry in each Scientific Topic: Each winner shall receive the grand prize associated with his/her submission.

Grand Prizes include roundtrip airfare for the winner and his/her parent or legal guardian from a major airport nearest the winner home (airport and airlines selected by Sponsor in its sole discretion), hotel accommodations, select events/sightseeing and meals. Meals shall consist of 3 breakfasts, 2 lunches and 3 dinners [Approximately retail value ("ARV") \$3,000.00]. Gratuities and incidental expenses not included. Actual value will vary depending upon point of departure and other contingencies. Any differences between actual costs and ARV will not be awarded. Finalist and parent/guardian must travel together on the same itinerary. If finalist resides within a 100-mile radius of prize location, Sponsor, in its sole discretion, reserves the right to provide ground transportation in lieu of air transportation and no compensation or substitution will be provided for difference in prize value.

A listing of Grand Prize and runner-up prize winners may be found on the Kids' Science Challenge web site at kidsciencechallenge.com.

Winners will be notified by email or by telephone (as provided on the Entry Application) and will be sent a claim form, which parent or legal guardian of the finalist will be required to sign and return to Sponsor. In addition, each winner will be sent an affidavit/documentation of eligibility and liability release, a federal and state tax release (if applicable), and (where legal) a publicity release. Parent or legal guardian of the winner will be required to complete and return the aforementioned documents within 10 days of issuance of these documents to claim the finalist prize. Failure to timely complete and return the properly signed affidavit and releases or other prize documentation, or if a winner chooses to decline a prize for any reason, or fails to comply with any requirement of these Official Rules, may result in the prize being forfeited. Return of any prize/prize notification as undeliverable, or inability of Sponsor to contact winner(s), may result in disqualification. If a winner forfeits an award for any reason, the Judges shall determine a winner from one of the runners-up. The decision of the Judges in this respect shall be final.

Teacher Prize: The teacher who submits the most entries will be awarded a prize to be used in his/her classroom.

School Prize: The schools of the 3 winners will be awarded a plaque for its outstanding work in supporting these students' scientific endeavors.

9. RESPONSIBILITIES

All expenses and taxes related to acceptance and use of the prizes not specified are the sole responsibility of finalist/winner. By participating, entrants agree: (a) to these rules and decisions of Sponsor and Judges, which shall be final in all respects relating to the Contest; (b) to the release of personal contact information to third parties for the sole purpose of prize deliveries; and (c) to release, discharge and hold harmless Sponsor from any and all injuries, liability, losses and damages of any kind resulting from their participating in the Challenge or their acceptance, use or misuse of a prize including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy.

By entering the contest, entrants, and the entrant's parent or legal guardian on their behalf, agree to grant Sponsor: [a] all rights of ownership, reproduction and use of Entry for any purpose whatsoever without further compensation or further permission. The rights granted include, but are not limited to, the irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, copyright, create derivative works or otherwise exploit entries, for commercial or non-commercial use; and [b] to permit Sponsor to use the entrant's name, photograph, likeness, Entry, biographical information, voice, voice likeness, and city and state address for Contest and/or Contest Sponsor's publicity and promotional purposes in all media, including but not limited to Sponsor's web sites, in perpetuity, without further compensation (unless prohibited by law). Entrant and their parent or legal guardian agrees to execute further consent agreements related to the rights granted in this paragraph upon Sponsor's reasonable request.

Sponsor is not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, misdirected or incomplete entries; or [d] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted.

Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Challenge or any portion thereof should viruses, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Challenge, and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion and to award the prize from all eligible entries received prior to such action taking place. No prize transfer or cash redemption. No prize substitution, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Internet entry must be made at the authorized web site address of www.kidsciencechallenge.com. Entries may not be made by any other individual or any entity, and/or originating at any other Internet web site or e-mail address, including but not limited to commercial contest and sweepstakes subscription notification and/or entering service sites. Any person who enters by any of the methods described above will be disqualified. Use of any device to automate entry is prohibited. Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the entrant has not complied with these Official Rules.

To the maximum extent permitted by applicable law, these Official Rules shall be interpreted and enforced in accordance with the laws of the State of New York, without regard to conflicts of law principles. To the maximum extent permitted by applicable law, should a dispute arise concerning the Contest and/or terms and conditions of these Official Rules, or the breach of same by any party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in the closest office to Ulster County, New York, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. To the extent permitte

by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Company, as well as its legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents with respect to the Contest. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Company incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (a) does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (b) is an independent agreement. Should one party either dismiss or abandon his/her claim or counterclaim before the hearing of it, the other party will be deemed the "prevailing party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the party in whose favor the larger judgment or award is rendered will be deemed the "prevailing party" pursuant to this Agreement. Should any part of these Official Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

10. WINNERS LIST

Grand Prize winners' names will be published on the Kids' Science Challenge web site, www.kidsciencechallenge.com, on or before May 2, 2012.

Sponsor

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