



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 or the District of Columbia. 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. Void in Puerto Rico and where prohibited.

2. CHALLENGE PERIOD

The Challenge period begins on October 1, 2009 at 12:01 AM EST and expires at 11:59 PM EST on February 28, 2010.

3. BRIEF CHALLENGE DESCRIPTION

Eligible students shall have the opportunity to submit an idea that challenges one of our participating scientists. For a student to officially enter the Challenge, the student must be registered as described below and his/her submission must be uploaded, faxed or postmarked between October 1, 2009 at 12:01 AM EST and 11:59 PM EST on February 28, 2010. Limit one entry per student or team per category. Each student or team may submit up to three individual entries; but no more than one in each category. The student or team judged to have the most original entry in each science category will be selected as a winner and will have the opportunity to work directly with a scientist. Winners will be announced on March 31, 2010 on kidssciencechallenge.com. Scientists will collaborate with winners between March 31, 2010 and June 1, 2010. The three (3) winners will be entitled to a Grand Prize (described below).

4. TO REGISTER AND ENTER

Starting on October 1, 2009, visit www.kidssciencechallenge.com, and click on the "Submit Your Entry!" tab to download a PDF file to be completed and to be faxed or posted via US mail. Alternatively, a parent or guardian may register his or her child online. Entries posted via US mail must include parent or legal guardian's completed and signed "Parent or Guardian Consent" form, which includes the 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.

Sponsor will send an email to parent or guardian confirming his or her child's entry into the Challenge.

Personal contact information may be shared with third parties for the sole purpose of prize and science activity kit deliveries.

Parent or guardian may be contacted by Sponsor for the purpose of answering a survey relating to parent's and/or child's experience with the Challenge. This is designed to help improve the Challenge as it continues to grow.

Student may enter as an individual or as a member of a team. Teams are limited to no more than ten (10) members. Teams may be formed in classrooms, homeschool settings, after-school groups, or within other organizations. In the case of a team entry only, team members will work with an adult 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. You may not enter as an individual if you have already joined a team in coordination with a team mentor.

5. SCIENTIFIC FIELDS

Each student must select one (1) of the following fields of science (each a "Scientific Field" and collectively ("Scientific Fields")):

- (i) Bio-Inspired Designs: Propose a new tool, design, or means of accomplishing something, using nature as inspiration.

- (ii) Imagining Sports on Mars: Propose a new or modified sport or game suitable for playing on Mars, keeping in mind the unique conditions that exist there.

- (iii) Detective Science: Propose a means by which a mystery – real or imaginary – might be solved using the science of forensics.

6. CHALLENGE SUBMISSION

For each entry, a student must submit an Idea (the "Entry Idea"), for one of the Scientific Fields listed above in Section 5, along with answers to questions explaining how the entrant developed the Entry Idea.

The Entry Idea must be the original work of the student. Students may work independently or in a peer group on the development of their Entry Idea and must devise their Idea with minimal help or direction from adults. Entries which the Judges determine to include non-student work WILL NOT be accepted.

Completed Entries must be received by Sponsor via online submission, or postmarked via US mail, or faxed, between October 1, 2009 at 12:01 AM EST and February 28, 2010 at 11:59 PM. No entries will be accepted before or after such period. Entry materials submitted will not be returned to the entrant, and become the sole property of the Sponsor. Sponsor is not responsible for late, lost, damaged, misdirected, postage due, stolen, or misappropriated entries.

Entry Idea 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 Challenge, the student and his/her parent or guardian warrants that the student's Entry Idea 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 Idea that is accepted as a winning entry by the judges, and in the following experimental process the Entry Idea 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 Sponsor.

7. SAFETY GUIDELINES

Participants in the Kids' Science Challenge are encouraged to carry out any experimentation under supervision of a parent or teacher. Activities that call for scissors or other sharp objects should be approached with care, and with the assistance of an adult. Recommended science activities may include small parts and balloons, both of which can be a choking hazard. Keep small parts and uninflated balloons away from children under 8 years. Do not engage in any experimentation that is harmful to other persons or animals, or damaging to the environment.

8. JUDGING

There are two (2) 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 Field they have chosen for their Entry Idea. Scores will be broken down into 3 areas:

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

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 other 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 March 31, 2010. Sponsor will use its best efforts to announce the winners at the designated time, but will not be held liable for any unforeseen delays.

9. PRIZES

One (1) Grand Prize will be awarded for each Scientific Field.

The Grand Prize includes:

A. The opportunity for the Grand Prize winning entrant to travel to and collaborate on their winning entry with a participating scientist in their field of entry. Travel to collaborate with a participating scientist includes (a) roundtrip airfare for the winner and his/her parent or legal guardian from a major airport nearest the winner's home (airport and airlines selected by Sponsor in its sole discretion), hotel accommodations up to four (4) nights, select events/sightseeing and meals [Approximate retail value ("ARV") \$3,000.00]. Gratuities and incidental expenses not included, and are the sole responsibility of the winner's parent and/or legal guardian.

Actual value will vary depending upon point of departure and other contingencies. Any differences between actual costs and ARV will not be awarded. Winner and their parent/guardian must travel together on the same itinerary. If the winner resides within a 100-mile radius of scientist 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.

In the case of a winning team entry, travel will be limited to no more than two (2) team members, and one (1) of each of their parents or legal guardians.

B. One (1) winner in each category shall also receive the following prize associated with the field of his/her submission:

- (i) Bio-Inspired Designs: A VIP tour of the San Diego Zoo
- (ii) Imagining Sports on Mars: A week at Space Camp
- (iii) Detective Science: A week at a Pali Adventures Camp

Travel expenses associated with the VIP Tour, Space Camp, and/or Pali Adventures Camp prizes, are NOT included. Winners and their parent(s) or guardian(s) are solely responsible for any transportation associated with claiming these prizes.

C. Federal, state and local taxes are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value. Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of event or for other circumstances that make it impractical or impossible to fulfill this element of the prize.

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

E. Winners will be notified by email or by telephone (as provided on the Entry Application) and will be sent documentation of eligibility, and a liability and 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 prizes. Failure to timely complete and return the properly signed documents 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.

10. RESPONSIBILITIES

All expenses 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 project evaluation; 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 [a] grant Sponsor: all rights of ownership, reproduction and use of entry for any purpose whatsoever without compensation or further permission, including but not limited to an 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 if a winner, [b] permit Sponsor to use his or her name, photograph, likeness, Entry, biographical information, voice, voice likeness, and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to within Sponsor's web sites in perpetuity, without compensation (unless prohibited by law) [c] agree, upon request of Sponsor for up to one year following conclusion of the contest and announcement of the winner, to participate in media interviews, promotional activities and online/television programs without compensation (except for reimbursement of expenses) and [d] agree, upon request, to execute and deliver to Sponsor specific consent forms and other documentation as determined by Sponsor in furtherance of the obligations and grant of rights above.

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 kidsciencechallenge.com or woogworld.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. This Contest is governed by the laws of the State of New York, with jurisdiction and venue in Ulster County, New York, and all claims must be resolved in the courts of Ulster County, New York.

Void where prohibited. All federal, state and local laws and regulations apply. Winners may be required to complete a W-9 for tax purposes.

11. WINNERS LIST

Grand Prizewinners' names will be published on the Kids' Science Challenge web site, www.kidsciencechallenge.com, on or before April 1, 2010.

Sponsor: Jim Metzner Productions, Inc., PO Box 344, Accord, NY 12404.