

**CHA-CHING MONEY SMART KIDS CONTEST 2019
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE A SCHOOL'S CHANCES OF WINNING.

ENTRY IS OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("U.S."), AGED 18 YEARS OR OLDER. SEE ADDITIONAL ELIGIBILITY INFORMATION BELOW.

1. ELIGIBILITY: Entry in the Cha-Ching Money Smart Kids Contest 2019 (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia (the "Eligibility Area") who are 18 years of age or older at the date of participation. Employees, officers and directors of Discovery Education, Inc., ("Sponsor"), its promotional partner Jackson Charitable Foundation ("Jackson"), Promotion Mechanics, Inc. ("Administrator"), their parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, promotional suppliers (collectively, "Contest Entities") and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. **Further, any school which has received a Cha-Ching Money Smart Kids Contest Grand prize in the past is not eligible to claim a prize in this Contest.** Sponsor's determinations of eligibility are final and may be made at any time. All applicable federal, state, and local laws apply. Void outside the Eligibility Area and where prohibited or restricted by law.

2. ENTRY PERIOD/PROGRAM DESCRIPTION: The Contest begins at 5:00 PM Eastern Time ("ET") on September 5, 2019 and ends at 5:00 PM ET on December 12, 2019 (the "Entry Period"). Eligible entrants may enter on behalf of the eligible school they want to win the Grand Prize as described in Section 4 below. An eligible school is defined as a public, private or parochial school located within the Eligibility Area that: [a] is organized and primarily operated for educational purposes; [b] contains any class with students in Kindergarten through Grade 4; [c] is considered tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code (or has an equivalent tax-exempt designation as determined by Sponsor, or is registered as a public school with the National Center for Educational Statistics); and [d] **is NOT involved (at the time of the judging, winner verification, and/or prize award) in discussions with Sponsor for new/additional Sponsor services.** Note that home schools are not eligible to win a prize in this Contest. The eligible school which receives the greatest number of entries during the Entry Period weighted in direct proportion to the school's total student population will be awarded the Grand Prize as further described in Section 4 below.

3. TO ENTER: To enter, first visit the Contest entry page at www.Cha-ChingUSA.org (the "Website") and search for the eligible school you would like to win the Grand Prize, by entering the school's zip code or city and state in the space provided, and choosing the school from among those listed. If your school's name is not listed, you may manually insert an eligible school's name and address in the space provided. Then, follow the Website's instructions to take a pledge to teach kids about saving money, provide all other requested entry information (including but not limited to your name, email address, and telephone number), and complete your submission. On subsequent visits to the Website, you will have the option to simply select the "Vote Again" button, then enter only your email address to access the Contest entry page and submit an additional entry for the school you named in your initial entry (subject to all applicable entry limits). All entries must be received by Sponsor's server no later than 5:00 PM ET on December 12, 2019. Limit one (1) entry per person/email address, per day.

After you have completed this entry process, you will be presented with the opportunity to earn bonus entries for the school you named in your initial entry, by referring others to the Contest via the unique referral link ("personal referral link") that will appear on your computer screen. The school you named in your initial entry will receive one bonus entry when an eligible person you referred uses your personal referral link to make their initial entry into the Contest, no later than 5:00 PM ET on December 12, 2019. If you choose to share your personal referral link via a social media post, your post must comply with the terms of service of the applicable social media platform, and you must include the hashtag #MoneySmartKidsContest in your post. You should only share your personal referral link with people who are personally known to you. There is no limit on the number of times a personal referral link may be used in accordance with these Official Rules.

By participating, participants warrant and represent that they agree to be bound by these Official Rules and the final decisions of Sponsor and Administrator. Entry information becomes the property of Sponsor and will not be acknowledged or returned. By participating, each participant warrants and represents that all information provided in conjunction with his/her participation is truthful, current and accurate. Entries will be disqualified if

they are late, incomplete and/or in excess of the stated entry limits. Any attempt by a person to use multiple accounts/identities or robotic, repetitive, programmed or similar methods to submit more entries than permitted by these Official Rules shall result in disqualification at the discretion of the Sponsor. Multiple entrants are not permitted to share the same email address. Sponsor is under no obligation to correspond about entries, nor is Sponsor required to acknowledge its receipt of entries. Proof of submission of entry does not constitute proof of receipt of entry by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify the entries of any participant or disqualify the school receiving entries from such participant, if such participant is found to be tampering with the entry process or the operation of the Contest or the Contest site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, all as solely determined by Sponsor. Normal Internet access and usage charges imposed by your online service will apply. If you participate from your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

4. GRAND PRIZE WINNER DETERMINATION/ PRIZE DESCRIPTION: Each eligible school's number of weighted entries ("Weighted Entries") will be determined by dividing the total number of eligible entries the school receives by the total number of students who attend the school, all as determined by Sponsor AND Administrator in their sole and absolute discretion. The eligible school which receives the highest number of Weighted Entries will receive the Grand Prize, pending verification of eligibility and compliance with these Official Rules. Entries will be counted, and the winning school determined on or by December 31, 2019. In the event of a tie in the determination of winners, the Sponsor will rank the applicable tied Schools in descending alphabetical order by school name, such that the school name beginning with 'z' would rank higher on the list of potential winners than the school name beginning with 'v.' Note that Sponsor reserves the right to post a leaderboard at the Website which may display the relative position of the top schools during the Entry Period; however, the final results of the Contest may differ from the information displayed on such leaderboard at any particular time during the Entry Period. Sponsor is not obligated to notify any participant that his or her school has been selected as a potential winning school. The Grand Prize will be awarded to/via the applicable winning school; entrants will not receive a prize.

One (1) Grand Prize will be made available, consisting of the following prize elements:

- One (1) \$10,000 grant awarded in the form of a check made payable to the winning school, intended to be used by the school for one or more program(s) or initiative(s) that support financial literacy or the financial future of the school's students. Sponsor reserves the right to require the potential winning school to provide a description and budget for its proposed program(s)/initiative(s), which will require Sponsor's approval prior to issuance of the grant check.
- One (1) \$1,000 donation awarded in the form of a check made payable to the non-profit organization of the winning school's choice (subject to approval by Sponsor in its sole discretion). The winning school will not be entitled to any tax deduction or benefit based on the value of this donation.
- One (1) In-School Event Prize: the winning school will receive an in-school event, potentially including an appearance by one or more characters of Cha-Ching, featuring fun financial literacy activities. Any celebrity or character appearance is subject to availability. All details regarding the In-School Event will be determined by Sponsor, in Sponsor's sole discretion. The In-School Event is anticipated to take place during January 2020, however, note that Sponsor will determine the actual date, location, time, length of the event. The grade level and number of students invited to attend the In-School Event will be determined by Sponsor, in Sponsor's sole discretion, based on the population of the School and the School's ability to accommodate an event. The In-School Event is an educational opportunity to which no retail value is ascribed.

To be considered eligible, the winning school must be able to accept the Grand Prize as described. In the case of a dispute over which school is associated with a particular entry, Sponsor reserves the right to designate a school in its sole discretion. Among other conditions detailed in these rules, the granting of any prize will be subject to all applicable laws, rules and regulations and the approval of any applicable school, governmental agency, and/or non-profit organization, as well as the acceptance by the applicable school, governmental agency, and/or non-profit organization of Sponsor's requirements and conditions in connection with the award and execution of the prize. In the event that Sponsor believes that the potential award of any prize (or portion thereof) to a particular school, educator or other public employee may violate any law, rule, or regulation, the Sponsor reserves the right in its sole discretion to: [a] award the prize instead to the PTA/PTO or similar organization affiliated with the applicable school/educator/employee, as determined by Sponsor in its sole discretion; [b] award the prize instead to a non-profit organization selected by the applicable school/educator/employee (subject to approval by Sponsor in its sole discretion); or [c] to award the prize to an alternate winner selected using the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. In either preceding case [a] or [b], the organization receiving

the prize element must agree to use the prize element in a manner which matches (as closely as possible) the intended use of the applicable prize element as described above.

See Section 5 below for winner notification details and additional prize restrictions.

5. WINNER NOTIFICATION/TAXES/ADDITIONAL PRIZE RESTRICTIONS: The potential winning school will be notified by email, phone, postal mail and/or express mail at Sponsor's sole discretion on or before December 31, 2019. With respect to notification by telephone, such notification will be deemed given when a representative of the applicable organization engages in a live conversation with Sponsor or Administrator, or when a message is left on the representative's voice-mail service or answering machine by Sponsor or Administrator, whichever occurs first. The potential winning school and the potential donation recipient may be required to complete an affidavit of eligibility, liability and (where legal) publicity release, and provide any additional information that may be required by Sponsor, within five (5) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request. Any school which may potentially receive a prize via the Contest may also be required to provide evidence of its Sponsor-approved tax exempt status (or status as being registered as a public school with the National Center for Educational Statistics) within five (5) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request. Any school or non-profit organization which may potentially receive a prize or donation via the Contest will also be required to provide a properly completed IRS W-9 form within the time period specified in the notification document. Any potential prize or donation recipient may be disqualified in Sponsor's sole discretion if: (a) the applicable prize or donation recipient fails to provide any required information or properly completed documents within the required time period; (b) the applicable prize or donation recipient fails to comply with any of the terms of these Official Rules; (c) any prize or notification is returned as undeliverable, or any voice-mail or message left is not timely returned within five (5) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request; or (d) any forms sent to potential prize or donation recipient are not timely returned as instructed within five (5) full business days (measured in the local time zone) from the time of Sponsor or Administrator's request. In the event of disqualification or prize forfeiture, at Sponsor's sole discretion the applicable prize may be awarded to an alternate winner selected using the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. No responsibility is assumed by Sponsor for any incorrect or missing postal address, email address or phone number associated with an entry, or any change of address, email or phone number of a participant after submission. Prize recipients are solely responsible for reporting and paying any and all applicable federal, state, and local taxes (if any), and any additional fees or expenses associated with their prize. Any prize details and restrictions not specified will be determined by Sponsor in its sole discretion. Prizes may differ from any prizes shown in promotional materials. No prize transfer. No cash redemption of non-cash prizes. 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 (except as otherwise disclaimed herein). All prizes are awarded "as is" with no warranties, representations or guarantees, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsor's sole discretion.

6. GENERAL: By participating in any aspect of the Contest, all participants agree: [a] to these Official Rules and decisions of Sponsor and Administrator, which shall be final in all respects relating to this Contest; and [b] to release, discharge and hold harmless the Contest Entities and Discovery Inc., together with their respective parents, subsidiaries, affiliates, officers, directors, employees, representatives, agents, designees, shareholders, suppliers, distributors, advertising/promotion agencies, prize suppliers, licensees, licensors, successors and assigns (aforementioned individuals and organizations collectively, the "Released Parties") from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a prize (or any part of a prize) including, without limitation, personal injury, death and property damage, or while traveling to, preparing for or participating in any prize-related activity, or otherwise resulting from the Contest or any prize (or any part). Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Contest or relating to the delivery and/or subsequent use of any prize (or any part) awarded. Released Parties are not responsible for and shall not be liable for: [a] any telecast, cable or telephone malfunctions, human error, typographical error, (including in the printing, advertisement or reproduction of these Official Rules or in any advertisement related to this Contest whether in print or online or in the administration of this Contest, announcement of a Grand Prize or winning school), satellite transmission failures, or delayed telecasts; [b] 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; [c] failed, incomplete, garbled or delayed computer transmissions; [d] late, lost, misdirected or incomplete entry forms or postage-due mail; [e] changes to social media platform policies and procedures that may interfere with the

operation of the Contest; or [f] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted. If, for any reason whatsoever, this Contest, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend this Contest and limit entries to the eligible, non-suspect entries 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. In the event of any discrepancy between the English language version of these Official Rules and any other translated versions, abbreviated versions, or Contest-related advertising or disclosures, the English language version of these Official Rules shall prevail. By participating in this Contest, participants agree to waive any right to claim ambiguity or any deficiency in these Official Rules or the Contest, including its administration. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. PRIVACY: Information submitted in connection with the Contest will be treated in accordance with these Official Rules, Sponsor's Privacy Policy (as may be amended from time to time, currently located at <http://www.discoveryeducation.com/cep/privacypolicy.cfm>) provided, that in the event of any conflict between these Official Rules and this Privacy Policy, the terms and conditions of these Official Rules shall prevail.

8. GOVERNING LAW: Except where prohibited, each participant hereby agrees by participating that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prizes awarded, or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and in no event will participants be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will participants be permitted to obtain awards for and participants hereby waive 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; and (d) participants' remedies are limited to a claim for money damages (if any) and participants irrevocably waive any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of participants, or the rights and obligations of the Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

9. PUBLICITY RELEASE: Acceptance of a prize in this Contest constitutes each winning school's grant and license to Sponsor, Jackson, and/or their designee(s) to use the winning school's name, photograph, image (still or video), statements, testimonial, personal exposition (and/or any edited portion thereof), address (city/state) and prize information (collectively, "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and each winning school agrees to release, indemnify and hold harmless Released Parties and/or their designee(s) from all claims arising out of the use of such Attributes.

10. WINNER LIST: For the name of the winning school, mail a self-addressed, stamped envelope to be received by February 28, 2020, to: Cha-Ching Money Smart Kids Contest Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.

Sponsor: Discovery Education, Inc., 4350 Congress Street, Suite 700, Charlotte, North Carolina 28209.
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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