



NEW JERSEY CENTER
FOR TEACHING & LEARNING

Official Contest Rules / Terms and Conditions for Participation

New Jersey Center for Teaching and Learning / Good Housekeeping Research Institute

Physics Video Contest for New Jersey Ninth Graders

1. Entrants must send their videos addressed, formatted, and with the content as required in the contest announcement in order to be eligible. Entries received after the deadline set forth in the contest announcement are ineligible and are null and void for purposes of the contest. The New Jersey Center for Teaching and Learning (**hereinafter, “CTL”**) will not be responsible for, and will not consider, incomplete or incorrect entries. CTL is not responsible for entries that are sent but not received by CTL for any reason.

2. All winners (and runners-up specified in the contest announcement) will be notified by the method by which they contact CTL when they initially entered the contest. References in this section to “winners” apply also to runners-up.

A winner shall initially be deemed a provisional winner. This means that a child who is declared a winner must respond (him/herself or the parent or guardian) to the notification within 48 hours of notice by the method by which the child entered the contest, and if the response is provided within that time period, the child will then be deemed an actual winner. If the child (or parent or guardian), does not respond within that period, the child will not be deemed an actual winner and will forfeit all claims to be a winner, and another provisional winner will be chosen, and that

child (or his/her parent or guardian) must respond within 48 hours in the same manner as used by the child to enter the contest, and the child will be deemed a provisional winner, and if the child (or parent or guardian) responds within the 48 hour time period, the child will be deemed an actual winner. Failure to respond within the 48-hour time period in any case shall mean that the provisional winner is not an actual winner. The prize awarded to the winner is not transferable, redeemable for cash, or exchangeable.

3. Only one entry per child will be considered for contest entry unless the contest announcement specifically says that multiple entries are allowed.

4. Employees of CTL, Good Housekeeping Research Institute (GHRI), or who work on Good Housekeeping Magazine, and their advertising or public relations agencies, and members of their immediate family, are not eligible to win the contest. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

5. The parent of guardian of the winners will be required to sign a Consent, General Release and Waiver, and Media and Publicity Release and return these forms prior to allowing the winners to participate in the tour and lunch specified in the contest announcement, and travel to and from same. Otherwise, the winner cannot participate in these activities. The parent or guardian or runners-up, will be required to sign the Media and Publicity Release forms.

6. All photos, drawings, texts, videos and any other content or information (collectively and severally, “**Materials**” under the rules) submitted to CTL shall become the sole and exclusive property of CTL, and CTL shall have no obligation to preserve, return, or otherwise make available to the child entering the contest and/or his/her parent or guardian (**hereinafter, “you”**), or others, any such Materials.

7. CTL may use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, and otherwise make use of all Materials in any and all media, whether now known or hereinafter created—throughout the world and for any purpose—without compensation to you of any kind. In addition, you agree to hold CTL and all of its employees, directors, officers, agents, representatives, and affiliates harmless from any claims or actions which may be taken against any of them as a result of any actions taken by them or CTL under this paragraph. In addition, you grant (if your child is the winner or runner-up) permission to use the entrant’s name, likeness, and general biographical information (such as school name and/or hometown) to publicize the contest and otherwise, as determined by CTL, unless prohibited by law.

8. By submitting Materials to CTL, you represent and warrant that the Materials do not infringe any copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party and that you have the full and unrestricted right to transfer the Materials to CTL free and clear of any claims or encumbrances. In addition, you agree to hold CTL and all of its employees, directors, officers, agents, representatives, and affiliates harmless from any claims or actions, even if not at fault, which may be taken against any of them as a result of any actions taken by them or CTL under this paragraph.

9. You acknowledge and agree that CTL shall have no obligation to post, display, or otherwise make publicly available any Materials submitted by you, provided further that this provision applies to all participants irrespective of whether they are winners, provisional or actual, or runners-up, or not winners.

10. By submitting Materials to CTL, you waive any privacy expectations that you may have with respect to the Materials.

11. You agree to hold CTL and its officers, directors, employees, agents, successors, and assigns harmless from and against—and hereby waive any right to pursue—any claims of any nature, legal, equitable, or otherwise, arising out of, in connection with, or related to the preparation of the Materials, the transmission of the Materials, or CTL’s use of the Materials in any manner or for any purpose.

12. Contests involving evaluations of items or things submitted as part of the contest will be judged entirely according to contest objective, originality, and creativity, in the sole and absolute discretion of CTL or its designated judge(s). Decisions by CTL or the designated judge(s) are final.

13. Neither CTL nor its officers, directors, employees, agents, successors, or assigns shall be liable for any warranty, costs, damage, injury, or any claims incurred as a result of the usage of a prize by any winner including but in no way limited to each and every aspect of the taking of a

trip or tour as part of a contest prize. CTL is not liable for any loss arising out of or in connection with any contest promoted by CTL.

14. A contest is null and void in any jurisdiction where prohibited by law.

15. CTL reserves the right in its sole and absolute discretion to terminate any contest, or to declare that there shall be no winner, without prior notice.

16. CTL reserves the right in its sole and absolute discretion to alter any contest rules at any time.

17. By entering a contest, you conclusively are deemed to have agreed to be bound by these contest rules and terms and conditions as well as by any rules specific to such contest. This is an irrevocable condition of entry.

18. No purchase or payment is necessary to enter the contest.