

Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

1. Eligibility. Participation open only to legal residents of the fifty United States and the District of Columbia who are 13 years of age or older as of date of entry. Void where prohibited or restricted by law. Employees, officers & directors of Scholastic Inc. ("Sponsor") and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

2. How to Enter. To enter the Contest, students must create a video (maximum length: 3 minutes) presenting what they think are the Top 10 News Stories of 2009. Videos must be formatted on CD with a video file and one of the following extensions: .MOV / .WMV / .AVI / .DV / .MPEG2 / .MPEG4 / .M4V OR burned onto DVD as a DVD movie OR recorded on Mini DV tape. Students can create a video as a class, in a group, or individually. **All entries must be mailed to "UPFRONT Video Contest, 557 Broadway, #2010, New York, NY 10012) and be received by December 14, 2009.** Along with the video, entrants must send a completed entry form and signed releases (including signed parental releases for any minors) of anyone appearing in the video (all forms are available for download at www.scholastic.com/upfrontcontest). **ALL ENTRANTS AND PARTICIPANTS WHO APPEAR IN VIDEO SUBMISSIONS MUST BE AT LEAST 13 YEARS OLD.** All entry information and video submissions shall be collectively referred to herein as the "Video Submissions" or each as a "Video Submission." Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to their Video Submission: (a) entrant is the sole and exclusive owner of the Video Submission; (b) the Video Submission is entrant's own creation and is 100% original; (c) the Video Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Video Submission are at least 13 years old and have given entrant appropriate consent to be filmed and used as permitted herein. We will need any third party releases prior to using the winning submissions.

All entrants must have a valid email address. In case of a dispute as to the identity of entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Limit six entries per class, per teacher. No automated entry devices and/or programs permitted. All entries, including Video Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. Start/End Dates. The Contest begins on **Monday, October 26, 2009** and ends at **11:59:59 PM Eastern Time on Monday, December 14, 2009.** The Grand Prize winner and 9 runners-up will be announced on or about Tuesday, December 22, 2009.

4. Judging/Judging Criteria. Judges reserve the right, in their sole and absolute discretion, to disqualify any Video Submissions that are inappropriate for any reason, including without limitation, for depicting or mentioning sex, violence, drugs, alcohol and/or inappropriate language. All Video Submissions will be judged by a panel of judges that have the required knowledge and experience to apply the judging criteria. All Video Submissions will be judged based on the following equally-weighted judging criteria: **(a) accuracy** of facts about news events, names, places and dates, **(b) creativity** in the direction, style and presentation, and **(c) persuasiveness** of content. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Prizes. One (1) Grand Prize: a one-year classroom subscription (class set of 30 copies) to The New York Times UPFRONT, plus a customized bundle of products, including the book *The New York Times: The Complete Front Pages* and age-appropriate non-fiction and popular fiction books, (approximate retail value ("ARV") of Grand Prize \$575). Nine (9) Runner-Up Prizes: a one-year classroom subscription (class set of 30 copies) to The New York Times UPFRONT, (ARV of First Prize \$300). Prizes are non-transferable. No substitutions



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or cash redemptions. All prizes awarded to the classroom (i.e. the entering classroom, or the classroom of the entering individual, or the classroom of the sponsoring teacher of the entering group).

6. Notification. Winners will be notified by Sponsor and will be required to sign and return an Affidavit of Eligibility, Liability/Publicity Release document within four (4) days of prize notification. Additionally, winners may be required to obtain releases from any and all third parties appearing in their respective Video Submissions. If any winner is considered a minor in his/her jurisdiction of residence, the Affidavit of Eligibility, Liability/Publicity must be signed by his/her parent or legal guardian. If any winner cannot be contacted within four (4) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, or fails to return required documentation within the permitted time, such prize will be forfeited and may be awarded to the Video Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

7. Conditions. Video Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Video Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified.

8. Additional Terms. Any attempted form of entry other than as set forth in Section 2 above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. 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 web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB 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, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by January 29, 2010 to: UPFRONT Video Contest, 557 Broadway, #425, New York, NY 10012

10. Sponsor. Scholastic Inc. 557 Broadway, New York, NY, 10012



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