

ULTIMATE K'NEX CLASSROOM CONTEST

OFFICIAL RULES

- 1. CONTEST DATES:** This Promotion begins on Monday, March 27, 2017 at 12:00 p.m. Eastern Daylight Time (EDT) and ends on Monday, April 24, 2017 at 12:00 p.m. EDT, according to the main computer time clock at K'NEX ("Promotion Period").

NO PURCHASE NECESSARY. A PURCHASE OF A K'NEX AND/OR K'NEX EDUCATION PRODUCT WILL *NOT* INCREASE ONE'S CHANCES OF WINNING. MUST BE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW.

FOUR (4) WINNERS (ONE FROM EACH GRADE LEVEL CATEGORY, AS DEFINED BELOW) WILL BE SELECTED BY K'NEX JUDGES, ALL BASED UPON THE CRITERIA DESCRIBED BELOW, AND NOT BY CHANCE.

Entry in this Promotion does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of K'NEX Limited Partnership Group ("K'NEX"), 2990 Bergey Road, Hatfield, PA 19440 (the "**Sponsor**"), whose decisions shall be final and legally binding in all respects.

- 2. CONTEST DESCRIPTION:** Eligible entrants should submit a completed Contest Entry Form, along with a written statement detailing how they propose to use K'NEX Education® products in their classroom or makerspace to teach students science, technology, engineering and/or mathematics principles (hereinafter, "Written Statement"). Entries may be submitted for any of the following Grade Level Categories: (a) Pre-Kindergarten & Kindergarten; (b) Elementary (1st through 5th Grade); (c) Middle School (6th through 8th Grade); and (d) High School (9th through 12th Grade). Four (4) winners (one from each Grade Level Category) will then be selected by K'NEX Judges to each receive a \$1,000.00 (USD) K'NEX credit code to be used by that winner to purchase through knex.com the necessary K'NEX Education® products required to implement the teaching plan detailed in his/her winning Written Statement (hereinafter, the "Free K'NEX Education® Products"). Winners are then required to use their Free K'NEX Education® Products in their classroom or makerspace (as outlined in their Written Statement), and then submit to K'NEX, on or before June 30, 2017 at 11:59 p.m. EDT, a written, one-page Summary describing this classroom/makerspace experience, along with a few photos documenting the event (hereinafter, "Required Feedback Materials"). Each of the four winners who timely provide K'NEX with the Required Feedback Materials will be awarded ownership of the Free K'NEX Education® Products. Entrants who fail to timely provide the Required Feedback Materials may be asked to return the Free K'NEX Education® Products to K'NEX (Sponsor will cover all shipping charges in connection with this return).

3. ELIGIBILITY: This Promotion is open to all pre-kindergarten, kindergarten, elementary school, middle school, high school and home school teachers, who are permanent, legal U.S. residents currently domiciled in the U.S. (except those of Puerto Rico and U.S. territories or possessions), and are twenty-one (21) years of age or older at the time of entry. Employees, officers, and directors of Sponsor, and each of its parent, subsidiary and affiliated companies (collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all U.S. federal, state, and local laws and regulations. Proof of age may be required.

4. HOW TO ENTER:

During the Promotion Period, eligible participants may enter the Contest by visiting www.knexeducation.com/whats-new/, and then visiting the Ultimate K’NEX Classroom Contest section. To enter, simply: (1) download and complete the Official Ultimate K’NEX Classroom Contest Entry Form by providing your first and last name, date of birth, email address, state of residence, grade(s) taught (if applicable), and school or school district (if applicable) (**Required**); (2) check the box corresponding to the Grade Level Category you wish to enter (**Required**); (3) create a written statement detailing how you propose to use K’NEX Education® products in your classroom or makerspace to teach your students science, technology, engineering and/or mathematics principles (“Written Statement”) (**Required**); (4) click on the link “Official Contest Rules” located in the Ultimate K’NEX Classroom Contest section to review a complete copy of these Official Rules, and then check the box on the entry form indicating that you accept and agree to abide by the aforementioned terms, conditions and rules (**Required**); (5) check the designated box on the entry form to sign up to receive K’NEX newsletters (**Optional**); and (6) email the required entry materials to K’NEX at contests@knex.com (**Required**). Entrants’ Written Statements must be typewritten, double spaced, and may be no more five (5) pages in length. Written Statements must be emailed as a Word or .pdf document.

An entrant may submit up to four entries; however, there is a limit of one entry per entrant in each Grade Level Category. ***Each entry must*** be accompanied by a ***separate*** Official Entry Form and required Written Statement. If multiple Written Statements are emailed with the same Entry Form, that entry may be disqualified.

5. WINNER SELECTION PROCESS:

One winner per Grade Level Category will be chosen by a two-person panel of K’NEX judges. Entries will be judged on the following two (2) criteria, each of which will be equally weighted: (a) the originality and creativity of the proposed educational use of K’NEX Education® products in the entrant’s classroom/makerspace to teach students science, technology, engineering and/or mathematics principles; and (b) the appropriateness of the proposed educational use relative to the Grade Level of the student audience. Each K’NEX judge assigns each Written Statement a score of 1 through 10 for each of the aforementioned two (2) judging criteria. Ratings submitted by the K’NEX judges are final and binding. The submission with the highest composite score in each Grade Level

Catetory will become a selected Winner. In the case of a tie, the Vice President, Legal Affairs and General Counsel of K'NEX will review the tied entries and determine which entry or entries from among those that are tied will become selected Winner. **Although an entrant may submit up to one entry in each Grade Level Category, only one entry per entrant may be selected as a Winner.**

6. PRIZES AND POST-PROMOTION PERIOD OBLIGATIONS:

A total of four (4) Winners (one from each Grade Level Category) will be selected by the K'NEX judges. Each confirmed Winner will receive a **\$1,000 K'NEX credit code** good towards *one purchase transaction* for K'NEX Education® products at knex.com to be used by that winner to purchase the necessary K'NEX Education® products required to implement the teaching plan detailed in his/her winning Written Statement (hereinafter, the "Free K'NEX Education® Products"). Credit can only be applied to *one purchase transaction* and **must be used no later than 11:59 p.m. EDT on May 26, 2017, or the credit will expire and become void.** If the Winner does not spend the entire amount of his/her credit code during his/her one transaction, the remaining balance is forfeit. The K'NEX credit code shall be distributed to the confirmed Winners on or around Monday, May 1, 2017.

Winners are then required to use their Free K'NEX Education® Products in their classroom or makerspace (as outlined in their Written Statement), and then submit to K'NEX a single-spaced, typewritten, one-page Summary describing this classroom/makerspace experience, along with a few photos documenting the event (hereinafter, "Required Feedback Materials"). The Required Feedback Materials should be emailed to K'NEX at the following email address – contests@knex.com by 11:59 p.m. (EDT) on June 30, 2017, at the latest. Each of the four winners who timely provide K'NEX with the Required Feedback Materials will be awarded ownership of the Free K'NEX Education® Products. Entrants who fail to timely provide the Required Feedback Materials may be asked to return the Free K'NEX Education® Products to K'NEX (Sponsor will cover all shipping charges in connection with this return).

Regarding the Winner's submitted photos documenting his/her K'NEX Education® products classroom/makerspace event: please do not submit any photos that include people appearing them, unless you can provide K'NEX with a signed Photo Consent Form from each individual pictured (or, if the individual pictured is a minor, from that child's parent or legal guardian). For example, if there are two people in a particular photo, you would need to provide K'NEX with two separate Photo Consent Forms signed by each of the individuals pictured (or, if one or more of individuals pictured are minors, then signed by a parent or legal guardian of those minors). K'NEX shall provide the Winners with a copy of its standard Photo Consent Form to be used for the purposes articulated above. If the Winner is unable to obtain a signed Consent Form from each individual pictured (or, if the individual pictured is a minor, from that child's parent or legal guardian) in any given photo, then that particular photograph should not be submitted to K'NEX. The Winner is not required to submit

documenting photos that include people appearing in them. The photos may exclusively capture K'NEX Education models that were built by the students during the relevant event.

Odds of winning are dependent upon the number of eligible entries received; the more eligible entries received, the lower the odds of winning a prize.

Prizes are non-assignable and non-transferrable. Prizes are final, and no substitution will be made by Sponsor. Non-cash prize may not be redeemed for cash value. Total value of all prizes is up to \$4,000.00 USD. All prize winners are responsible for any and all local, state, and/or federal taxes, as well as any other costs, fees and expenses not specified herein, associated with the receipt of the prize.

For U.S. prize winners, receipt of a valid IRS W-9 Form is a requirement for the awarding of any and all prizes to that Winner. If the total value of all accepted prizes from Sponsor exceeds \$600.00 during the 2017 calendar year, the value of the accepted prizes is taxable as income, and an IRS Form 1099 Misc. or equivalent will be filed in the name of the Prize Winner for the value of all prizes received from Sponsor during the 2017 calendar year, and the Prize Winner is solely responsible for all tax related issues relating to these prizes after they are awarded. The failure of a U.S. Prize Winner to provide a valid and complete IRS W-9 Form within seven (7) business days from the date of winner notification will void the award, and K'NEX will then select an alternative Prize Winner according to these Rules.

7. NOTIFICATION OF POTENTIAL WINNERS:

The four (4) potential Winners (one from each Grade Level Category) will be chosen according to the winner selection process outlined in Paragraph 5 of these Official Rules on Friday, April 28, 2017, and contacted via email on or around Monday, May 1, 2017. If, after 24 hours, no contact can be made or the potential Winner is found to be in violation of these Official Rules, his or her potential prize (use of a \$1,000.00 K'NEX credit code, as previously described) will be forfeited, and an alternate winner selected according to these Rules.

8. MISCELLANEOUS:

Void in Puerto Rico, U.S. territories and possessions, and where prohibited. All federal, state, and local laws and regulations apply. By participating in this Promotion, each entrant, agrees to be bound by the decision of Sponsor in selecting the four (4) Prize Winners, and warrants that he/she is eligible to participate in this Promotion. **LIMITATION OF LIABILITY: BY ENTERING THIS PROMOTION, AND ACCEPTING A PRIZE, WINNER AGREES TO RELEASE PROMOTION ENTITIES, AND ANY PARENT, SUBSIDIARY, AFFILIATED OR SUCCESSOR ENTITIES, AND ITS OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, OFFICERS, MEMBERS, PERSONNEL, AGENTS, AND ASSIGNS, INCLUDING, WITHOUT LIMITATION, ITS OR THEIR AGENTS, ADVERTISING, OR PROMOTION AGENCIES, FROM ANY AND ALL LIABILITY, LOSS, ACTION, DEMAND, CLAIM OR DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THIS CONTEST, THE AWARDING, RECEIPT, AND/OR USE OR MISUSE OF ANY PRIZE, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITIES. NEITHER PROMOTION ENTITIES, NOR ANY PARENT, SUBSIDIARY, AFFILIATED OR**

SUCCESSOR ENTITIES, OR ITS OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, MEMBERS, PERSONNEL, AGENTS OR ASSIGNS, WILL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INJURY, LOSS, ACTION, DEMAND, CLAIM, OR OTHER LIABILITY OF ANY KIND ARISING IN CONNECTION WITH PARTICIPATION IN THE PROMOTION OR ANY PRIZE AWARDED. BY ACCEPTING PRIZE, WINNER AGREES TO HOLD PROMOTION ENTITIES AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, PERSONNEL, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY ARISING OUT OF THE USE OF THE PRIZE OR ANY OTHER PARTICIPATION IN THE PROMOTION. WINNER ASSUMES ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THIS PROMOTION OR USE OR REDEMPTION OF ANY PRIZE. This Promotion will be governed by the internal laws of the Commonwealth of Pennsylvania, without application of its conflict of laws principles. Any and all legal actions or claims arising in connection with this Promotion must be brought in a court of competent jurisdiction located within the Commonwealth of Pennsylvania. Entrants and winners are notified and agree that any claims that they wish to assert as set forth herein must be brought within one (1) year of the end of the Promotion Period or they will be barred as untimely.

9. GENERAL TERMS AND CONDITIONS:

Sponsor is not responsible for lost, late, illegible, incomplete, garbled, or misdirected entries, mail or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or data corruption, theft, destruction, unauthorized access to or alteration of entry materials. Sponsor reserves the right, in its sole judgment in the case of what it perceives as manifest unfairness, to allow technical errors on entries or these rules, to be corrected. Sponsor is not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. The use of automated software or computer programs in connection with this Promotion is prohibited and any individual who uses or attempts to use such methods in connection with this Promotion will be disqualified. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Promotion, and reserves the right, in its sole discretion, to cancel, terminate or suspend this Promotion should any virus, bug, bots, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or otherwise affect the administration, security, fairness or proper conduct of the Sweepstakes. **CAUTION: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to disqualify and/or seek damages from any such entrant to the fullest extent permitted by law.** Sponsor also reserves the right, at its sole discretion, to disqualify any entrant from any other promotion conducted by Sponsor, now or in the future, if entrant's fraud or misconduct affects the integrity of this Promotion.

10. LIST OF WINNERS: The first names and state of residence of the four (4) confirmed Winners will be posted on kneducation.com on or about 24 hours from time of being a confirmed Winner. The Winners' Required Feedback Materials may be displayed on

knexeducation.com and the K'NEX Education Facebook page for an indefinite period of time.

For a list of all winners (available after May 15, 2017), send a self-addressed stamped envelope to ULTIMATE K'NEX CLASSROOM CONTEST, K'NEX Limited Partnership Group, 2990 Bergey Road, Hatfield, PA, United States 19440.

11. GRANT OF RIGHTS: By entering this Contest, each confirmed Winner agrees, acknowledges and understands that the Winner's Required Feedback Materials (consisting of his/her written summary describing the relevant classroom/makerspace experience, along with a few photos documenting the event) may be posted and/or shared on Sponsor's business websites or other third party sites, including social media, for viewing by the general public. The confirmed Winners grant the Sponsor in perpetuity a nonexclusive license to publish, display, reproduce or otherwise use the confirmed Winners' Required Feedback Materials for the Sponsor and its designees in its sole discretion whatsoever and without further notice or compensation. Sponsor does not guarantee the posting of any Required Feedback Materials and reserves the right not to post the Required Feedback Materials (or a portion thereof), or remove the Required Feedback Materials once posted, for any or no reason. All Required Feedback Materials become the exclusive property of Sponsor.

Except where prohibited, the confirmed Winners hereby grant to Sponsor the non-exclusive, royalty-free, transferable and sub-licensable right and permission to use the confirmed Winners' name, likeness, opinion and biographical information, and the likeness of any identifiable person appearing in the Required Feedback Materials submitted to K'NEX by the confirmed Winners for publicity or promotional purposes.

12. RELEASE: By participating in this Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to abide by and be bound by the decisions of the Sponsor regarding the winners, and warrants that he/she is eligible to participate in this Promotion.

13. PRIVACY NOTE: Entry information will only be used to administer this Contest or otherwise in accordance with K'NEX's Privacy Policy. The entrant's first name and state of residence will be posted on knexeducation.com if that entrant is selected as a prize Winner. Additionally, the confirmed Winner's Required Feedback Materials may be posted and/or shared on Sponsor's business websites or other third party sites, including social media, for viewing by the general public. No other personal information will be posted or shared except as needed to administer this Contest or in accordance with K'NEX's Privacy Policy. Sponsor will, of course, use the full name and address of the entrant in order to send him/her any prizes to which she/he may be entitled, if selected as a Contest winner. Please review K'NEX's Privacy Policy at www.knex.com.

NO PURCHASE NECESSARY.

A PURCHASE OF A K'NEX OR K'NEX EDUCATION PRODUCT DOES NOT INCREASE THE CHANCES OF WINNING.

THE MORE ENTRIES, THE LOWER THE CHANCES OF WINNING A PRIZE.