



# MY SCHOOL INFORMATION DESIGN CHALLENGE

#schoolinfo



Standards and Accountability

## TERMS AND CONDITIONS

### Background

#### Sponsor

The ***My School Information Design Challenge*** is a skills-based competition sponsored by the Foundation for Excellence in Education, a 501(c)(3) organization, in order to further its mission to advance education in America. There will be no commercial use of nor is there any commercial purpose to any part of the challenge or the results generated therefrom.

As used herein, “ExcelinEd” refers to the Foundation for Excellence in Education and its employees, agents, and affiliated organizations.

#### Agreement

Participation in this design challenge by the act of submitting an entry constitutes an agreement on the part of all individuals and organizations named on the Submission Form (hereinafter “the Entrants”) to be bound by these **Qualifications for Participation, Challenge Requirements, and Warranties/Waivers.**

#### Reservation of Rights

ExcelinEd reserves the right to cancel, suspend, and/or modify the contest, or any part of it, for any reason, at its sole discretion.

### Qualifications for Participation

- (1) Entrants warrant that they are either (1) citizens or permanent residents of the United States and are 18 years of age or older; or (2) they are an organization incorporated in and maintaining their primary place of business within the United States.
- (2) Entrants warrant that they are not, nor have been within the prior 365 days, an employee, representative, consultant or employee (full or part-time) of a consultant of ExcelinEd, and that they are not related to anyone who falls within that category.
- (3) Entrants warrant that the submitted design and the components thereof are the exclusive product of their own work and not done pursuant to a work-for-hire arrangement. Entrants further warrant that they have the legal right, clear of any liens or claims by a third party, to execute the license agreement that is a prerequisite for entering the contest.
- (4) The individual submitting the entry hereby represents and warrants that he/she has authority to bind the entity listed on the Submission Form to these terms and conditions. In the event that an entry is submitted on behalf of multiple individuals, the individual submitting the entry represents and warrants that a copy of the Qualifications for Participation, Challenge Requirements, and Warranties/Waivers were provided to each participant and that in accepting these terms and conditions, he/she has authority/agency to act on behalf of all participants in the team/group and to bind all said participants to the terms and conditions contained herein.

### Challenge Requirements

- (1) Entrants must comply with the project guidelines and specifications contained in the Designer Information Packet.
- (2) Entrants must execute the required public license granting ExcelinEd and all subsequent users an irrevocable right to the non-commercial use of the design submission.
- (3) Entrants must submit their entry by the deadline listed on the Designer Information Packet. Submissions may not be submitted piecemeal.
- (4) Any expenses incurred by Entrants during their participation in this challenge are the sole responsibility of the Entrants.
- (5) Entrants give permission to ExcelinEd to contact them via the preferred means for notification specified on the Submission Form.

- (6) Entrants give permission to ExcelinEd to publicly display their name(s) alongside their submitted design on the organization's websites or in printed materials.
- (7) In order to receive a prize, entrants (entities or individuals) who are selected as winners will need to provide a form W-9 within seven (7) days of award notification. For entrants with multiple team members, each member, up to five (5) members, must provide a form W-9 in order to receive payment. The award will be split evenly between the members with completed forms received by the due date.
- (8) Entrants are responsible for any issues related to local, state or federal taxation. ExcelinEd offers no opinions nor make any warranties regarding taxation issues.

### Warranties and Waivers

- (1) Entrants agree that they are entering this challenge of their own volition, and that the decision to enter this challenge has not been based, in whole or in part, on any statements or representations by ExcelinEd beyond what is contained in the challenge's official materials. Entrants understand that they have no legal rights nor any reasonable expectations associated with a particular outcome to this challenge.
- (2) Entrants hereby agree to indemnify and hold ExcelinEd harmless against any claims by any third party disputing the ownership of the design or the authority of the Entrants to enter the challenge, participate in the challenge, execute the required license agreements, or receive the awarded prizes.
- (3) Entrants agree to waive any and all claims against ExcelinEd, for any damages or losses of any kind including direct, indirect, incidental, consequential, statutory or punitive damages arising out of their participation in this challenge, the selection of winners, the use of the winning designs, or the publicity or promotion associated with any of the foregoing.