

## Lumina Foundation Education Innovation Prize

### OFFICIAL RULES

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CHALLENGE.

NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN.  
STANDARD INTERNET ACCESS CHARGES MAY APPLY.  
VOID WHERE PROHIBITED BY LAW.

Lumina Foundation (also referred to herein as “Sponsor”) is the organizer of the 2018 Lumina Foundation Education Innovation Prize (the “Challenge”).

**Challenge Description:** The Challenge is a competition open to legally-registered US entities (see “Eligibility,” below) to identify and accelerate transformational advancements in postsecondary education that aim to improve attainment of high quality credentials or degrees by adults and underserved populations. For purposes of this Challenge:

1. “Postsecondary” refers to an education beyond high school level as defined in the United States, such as education offered by colleges, universities, vocational schools, and any other educational facility that provides an academic degree or certificate;
2. “Entry” (or “Entries”) means all submissions, ideas, videos, documents or other materials submitted to the Sponsor by or on behalf of a valid Entrant (as defined below) in connection with the Challenge; and
3. “Entrant” (or, alternatively, “You”) refers to an organization that meets Challenge’s eligibility requirements (as set forth below) and submits a timely, valid and complete Entry for the Challenge.
4. “Judges” means personnel employed or selected by Sponsor to evaluate and select the Entries that advance to the Semi-Final and Final rounds of the Challenge, and the winner of the “Judge’s Choice” prize described below.

By submitting an Entry, You (on behalf of the Entrant and its officers, directors, employees, agents, and representatives) are confirming the accuracy of the information submitted therein. The submission of the Entry further verifies the Entrant’s agreement to be bound by the Terms and Conditions of the Challenge and the decisions of the Sponsor, which shall be final and in the Sponsor’s sole discretion. If You do not agree with any of these terms, You should not submit an Entry.

### **Terms and Conditions:**

**Term:** The Challenge begins on or about 12:00pm Eastern Standard Time (EST) on January 8, 2018 (“Start Date”) and ends no later than on or about 5:00pm EST on March 2, 2018 (“Deadline”) for a total of eight weeks (“Challenge Period”). The Sponsor shall select the official time keeping device for the Challenge, and shall have sole and final discretion as to the determination of whether an Entry has been timely received.

**Eligibility:** Only legally-registered US organizations are eligible to submit Entries. Individuals must enter the Challenge as the authorized representative of an otherwise eligible business or nonprofit organization. Entries submitted by teams must designate one individual member as the “Team Leader”

for contact and administrative purposes. The Team Leader will be responsible for submitting the Entry on behalf of the Entrant.

The individual who submits an Entry on behalf of an Entrant represents and warrants that:

1. The submitting entity is a valid Entrant;
2. He/She is making the submission as an authorized representative of the Entrant, and is submitting the Entry on behalf of such Entrant; and
3. He/She has obtained all necessary approvals from the Entrant to enter the Challenge pursuant to these Terms and Conditions, including all employee and corporate permissions to submit any intellectual property to Sponsor.

If You have any questions about the authority and permissions described herein, You should work directly with the Entrant's management and/or counsel from before submitting any Entry.

Confirmation of eligibility (by means solely determined by the Sponsor) will be required prior to awarding any prizes.

**How to Enter:** To enter the Challenge, visit <http://luminaprize.skild.com/> (the "Site") from January 8, 2018 to March 2, 2018. Entrants must accurately and truthfully complete the online registration form, accept these Terms and Conditions, and follow the instructions for submitting an Entry as described on the Site and below.

All Entries must be an original idea, program, product, or solution that is created by the Entrant, and must further postsecondary attainment as described herein and further on the Site.

Entrants may submit multiple Entries, but each Entry must comply with these submission requirements. Each Entry also shall be judged separately.

All Entries must be submitted in the English language, and each Entry must contain a completed Entry Form. Video or supplementary files may also be included.

Once submitted, Entries may not be cancelled, removed, or revoked by the Entrant. Sponsor, its affiliates, licensees, successors, and assigns are in no way obligated to use or continue to use any Entry. Each Entrant agrees that Sponsor will have the right, but not the obligation, in its sole discretion to contact any Entrant regarding a possible transaction or other relationship with Sponsor to commercially pursue a submitted idea.

NOTE: THE CHALLENGE DOES NOT REQUIRE THAT ENTRIES DISCLOSE IDEAS, DESIGNS, OR OTHER INTELLECTUAL PROPERTY ("IP") RIGHTS THAT ARE THE CONFIDENTIAL IP OF THE ENTRANT. THE CHALLENGE CAN NOT AND DOES NOT ASSURE THAT ANY IP DISCLOSED IN THE ENTRY APPLICATION OR OTHERWISE IN THE COURSE OF THE CHALLENGE WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY LUMINA FOUNDATION, JUDGES, OR AUDIENCE MEMBERS, PARTICIPANTS OR MEMBERS OF THE PUBLIC THAT MAY HAVE ACCESS TO THE IP. ENTRANTS SHOULD NOT DISCLOSE ANY IP THAT YOUR COUNSEL HAS NOT ASSURED IS PROTECTED.

## **Selection of Semi-Finalists, Finalists, and Prize Winners:**

1. Semi-Finalist Selection: No later than March 13, 2018 six (6) Semi-Finalists will be selected from all eligible Entries. Each Semi-Finalist will be notified that its Entry has been selected by telephone and/or email no later than March 14, 2018. Due to the large volume of applications, the Sponsor is unable to notify, debrief or otherwise communicate with Entrants whose Entries are not selected to advance to the next round.
2. Finalist Selection: Each Semi-Finalist is required to be available to participate in a video interview (“Interview”) on Friday, March 16, 2018. If no representative of the Entrant is available for the interview on March 16, 2018 the Entry will be disqualified. No later than March 19, 2018, three (3) Finalists will be selected and notified.
3. Final Event and Selection of Winner(s): A representative from each Finalist organization is required to be available to present in a live pitch event (“Event”) in New York City on Tuesday, March 27, 2018 at the Lumina Foundation LIFTed Convening. Sponsor will pay for the cost of travel for one individual from each selected finalist organization to attend the Event, including related economy airfare and hotel accommodations as well as reimbursement of reasonable per diem expenses according to the event policy. The winners of the Judges Choice Prize and the Audience Choice Prize will be selected at the Event. Each Prize is awarded separately.

## **Prizes**

Subject to these Terms and Conditions, once confirmed by Sponsor, the winner(s) will receive the following:

- One (1) Judges Choice Prize of \$25,000 USD
- One (1) Audience Choice Prize of \$25,000 USD

The prize amounts will be distributed to the Entrant.

The total value of all prizes is \$50,000 USD. No assignment or transfer is allowed by the winner(s). If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

## **REPRESENTATIONS AND WARRANTIES**

**By virtue of the submission made by its authorized representative, each Entrant represents and warrants the following:**

1. All registration information is complete, accurate and truthful;
2. You (a) are an authorized representative of the Entrant, (b) are submitting the Entry on behalf of the Entrant, as an organization, and (c) have obtained all necessary corporate and other

approvals from the Entrant, as an organization, to enter the Challenge and submit the organization's intellectual property, as contemplated under these Terms and Conditions;

3. No other party is entitled to claim royalties from the use of the Entry;
4. Your Entry does not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
5. Your entire Entry is an original work by You, and You have all the rights, licenses, permissions, and consents necessary to submit the Entry and to grant all the rights that You have granted hereunder;
6. Your Entry does not contain any confidential, proprietary, or trade secret information;
7. You acknowledge and agree that no promise of confidentiality, non-competition or non-disclosure has been or is made by Lumina Foundation Parties as defined herein with respect to the information contained in Entry;
8. You further agree, by submitting information for consideration in the Challenge, that any and all such information may be disclosed to "Lumina Foundation Parties" as defined below, and may be publicly disclosed, and that any presentations may be open to any interested parties, including the general public, as Lumina Foundation determines in its discretion; in particular and without limitation, except where prohibited by law, you authorize Lumina Foundation to use your name, names and likenesses of your principals, addresses, quotes, voices, and any part of the contents of your Entry Application for educational, editorial, public relations, trade, promotional, and advertising purposes, in all media now known or later discovered, worldwide, in perpetuity, without compensation or other consideration, notice, review or approval;
9. You are solely responsible for compliance with any/all laws, rules, and regulations applicable to participation in the Challenge, any awards the Entrant may receive, and any and all taxes, withholdings or other governmental assessments in any jurisdiction, in or within the United States or elsewhere;
10. You (and any Entries made by you) shall at all times comply with any Site Acceptable Use Policy available at the Site;
11. Your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially, or ethnically offensive or otherwise objectionable;
12. You will not upload, post, or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware;
13. By submitting Your Entry Application, You agree that you release, to the fullest extent permitted by applicable law, Lumina Foundation and its affiliates, and its and their respective officers, directors, employees, agents, representatives, Sponsors, Reviewers, all award suppliers, and all other affiliated and non-affiliated third parties who work with Lumina Foundation (the "Lumina Foundation Parties") from any and all claims, liabilities, actions, demands, causes of action, injuries, damages, losses and expenses (including payment of attorneys' fees for counsel for Lumina Foundation Parties), of any kind arising from, arising out of, whether directly or indirectly, in whole or in part, or in connection with, relating to, or resulting from Your

participation in the Challenge or acceptance, possession or use of any award from the Challenge;

14. You agree to indemnify, defend at Your expense, and hold harmless the Lumina Foundation Parties, from any such claim by You or any third party arising from or relating to Your participation in the Challenge, including without limitation infringements of copyright or any other intellectual property right, the use or misuse of the award, or participation in any Challenge-related activity;
15. You agree that these Terms and Conditions, and any matter relating in any way to Lumina Foundation or the Challenge shall be governed in all respects by the laws of the State of Indiana without giving effect to its choice of law provisions; You agree that the state and federal courts located within the State of Indiana shall have exclusive jurisdiction and venue over any dispute arising from or relating to Lumina Foundation or the Challenge;
16. Lumina Foundation reserves the right, in its sole discretion, to reject, disqualify, modify, edit, and revise any Entry Application, to verify any element of any Entry Application or related materials, and to disqualify any otherwise Entrant whose participation may subject the Challenge, Lumina Foundation, Reviewers or any of their respective advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule; and
17. Lumina Foundation assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible Entries.
18. Your Entry acknowledges that You (and your organization) understand and agree to the terms of the Privacy Policy applicable to the Site, which may be found at: <https://www.skild.com/privacy-policy>