

**INNOVATION IGNITION CHALLENGE  
OFFICIAL RULES**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW. NO PURCHASE NECESSARY.**

**MANY MAY PARTICIPATE, FEW MAY BE FEATURED**

**YOU MUST OBTAIN PERMISSION FROM YOUR PARENT/LEGAL GUARDIAN BEFORE  
YOU PARTICIPATE IN THIS CHALLENGE.**

**YOUR PARENT OR LEGAL GUARDIAN MUST SUBMIT THE ENTRY ON YOUR BEHALF  
IF YOU ARE UNDER AGE 13.**

**1. ELIGIBILITY:** The Innovation Ignition Challenge (“Challenge”) is organized in the United States, is subject to the laws of the United States, and will be governed and interpreted under the laws of the State of Maryland, United States. The Challenge is open to students in grades Kindergarten through 12<sup>th</sup> or equivalent, as determined by Sponsor in its sole discretion (each, a “Student”). Employees, officers and directors of Discovery Education, Inc. (“Sponsor”), its promotional partner Toyota Motor Sales, U.S.A., Inc. (“TMS”), Toyota Motor North America, Inc. (“Toyota”), Promotion Mechanics, Inc. (“Administrator”), their respective parents, subsidiaries, affiliates, advertising and promotion agencies, promotional suppliers, and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (aforementioned individuals and organizations collectively, “Challenge Entities”) are not eligible. Sponsor’s determinations of eligibility are final and may be made at any time. Void where prohibited or restricted by law. Entries must be in English to be considered in the Challenge. **All Challenge communications and agreements/releases will only be offered in (and must be completed in) English.**

Please Note: It is your sole responsibility to review and understand the applicable laws of your home jurisdiction regarding your eligibility to participate in this Challenge. By participating, you warrant and represent that your actions do not violate the laws of your home jurisdiction. If you are participating in violation of the laws of your home jurisdiction, your entry may not be considered for selection. Released Parties (as defined in Section 6 below) disclaim any and all liability or responsibility for the actions of any participant participating in violation of the applicable laws of their home jurisdiction.

**2. CHALLENGE DESCRIPTION:** Challenge submission period is from 12:01am ET September 1, 2021 through 11:59pm ET June 30, 2022. Students must identify a challenge to mobility in their community or elsewhere and develop a solution that improves accessibility or efficiency in mobility. Solutions must be a new product or idea, or an improvement upon an existing solution. See [ToyotaKeysToConnect.com](http://ToyotaKeysToConnect.com) for complete Challenge details. A Student may create an entry(ies) as an individual, or they may form an organized group of up to 40 named Students to create an entry(ies) (where each such entry created by a group may be referred to herein as a “Group Entry”). Entries may be submitted via Instagram, Twitter, and TikTok (each, a “Platform”) and each entry must be submitted using the following hashtag: #InnovationIgnitionEntry. Students may create as many entries as they wish, but each entry must be different, or must be significantly improved or modified as compared to any of their prior entries. **IF STUDENT(S) IS/ARE UNDER THE AGE OF 13, ENTRIES MUST BE SUBMITTED BY STUDENT(S)’ PARENT/LEGAL GUARDIAN. OR, IF STUDENT IS PART OF A GROUP, A PARENT/LEGAL GUARDIAN OR OTHER RESPONSIBLE ADULT MUST SUBMIT THE ENTRY ON BEHALF OF THE GROUP. IF YOU ARE UNDER THE AGE OF 13, DO NOT SUBMIT AN ENTRY DIRECTLY VIA INSTAGRAM, TWITTER OR TIKTOK.**

Entries may consist of videos, photos, write-ups, etc. There is no limitation to the medium used to create an entry, except that it must be acceptable by the social media Platform used to submit the entry.

Sponsor reserves the right to end or extend the Submission Period and/or change the timing of the subsequent dates, in Sponsor's sole discretion. If such changes are made, the new timing will be noted at [toyotakeystoconnect.com/innovation-ignition](http://toyotakeystoconnect.com/innovation-ignition), and in these Official Rules. Further, Sponsor reserves the right to edit these rules in any other way, and if Sponsor chooses to do so, Sponsor will post a notice above, which will include a link to the edited rules, and the effective date of those edited rules. Such notice and link will be posted no fewer than fourteen (14) days before the edited rules are to become effective. If you have entered already but do not wish to agree to the edited version of the rules, please remove your entry from the applicable Platform prior to the edited rules becoming effective.

**3. HOW TO ENTER:** To enter, upload your entry (or, if you are under age 13, have your parent or legal guardian upload your entry) to the desired Platform using BOTH of the hashtags #InnovationIgnition and #InnovationIgnitionEntry, and tagging @DiscoveryEd (each, an "Entry"). The account submitting the Entry must be public (e.g. Entry must not be private), enabled to receive direct messages from Sponsor, and must "follow" Sponsor's account @DiscoveryEd on the applicable Platform. Failure to make an Entry public and to "follow" Sponsor's Platform account will void that Entry.

Entries must be in accordance with the Terms of Use/Terms of Service for the applicable Platform used to submit an Entry. Students may not include any third party-branded products, trademarks or logos in the Entry except trademarks or logos owned by Discovery Education or Toyota/TMS (the "Provided Elements"). Provided Elements are not required in Entry(ies). Entries which contain a third party-branded product, trademark or logo other than the Provided Elements may not be considered for selection at Sponsor's sole discretion; however, the Sponsor may choose to select an Entry which includes a trademark or logo if the Sponsor determines in its sole discretion that the inclusion of such third party-branded product, trademark or logo is incidental. Student and their parent/legal guardian may be asked to sign an affidavit stating that the Student was not paid a fee, either monetary or in-kind, to promote an included third party-branded product, trademark or logo.

If an Entry includes any other individual's likeness, name, image, or audio (besides an applicable Student's), Student must obtain written from each such individual and, if a minor, that individual's parent/legal guardian. By participating, each Student and their parent/legal guardian represents and warrants that such person(s) have granted them all necessary rights to use their name, image and/or voice ("Likeness"), and that they will make written copies of such permissions available to the Sponsor upon request.

The concept, ideas, and language used in the Entry must be wholly original to the applicable Student(s). Entries may not contain any music or sound effect unless either: [a] the music/sound effect was created by the Student or by someone who has given them written permission to use his/her music/sound effect; [b] the music composition is in the public domain and was performed by the Student or by someone who has given them written permission to use his/her performance; or [c] the music/sound effect was acquired/licensed by the Student(s) from a royalty-free source **which does not require credits or other attribution to appear in connection with the Entry**. Student(s) must be certain that any music or sound effect conforms to all applicable requirements.

The Sponsor reserves the right in its sole discretion to disregard any Entry at any time which, in the Sponsor's reasonable opinion: [a] is deemed to be immoral, obscene, profane, defamatory

or not in keeping with the Sponsor's image; [b] contains dangerous conduct, stunts or tricks that could lead to physical injury or property damage; [c] depicts a person acting in an intoxicated manner or consuming (or appearing to consume) alcoholic beverages; [d] endangers the safety or well-being of any person; [e] violates or infringes (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased; [f] invades the privacy or publicity rights of any person, living or deceased; [g] defames, misrepresents or contains disparaging remarks about Sponsor or its products, or other people, products or companies; or [h] is in violation of these Official Rules.

Participation in the Challenge constitutes the Student(s)' and their parent(s)/legal guardian(s)' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor. By entering the Challenge, the Student(s) and their parent(s)/legal guardian(s) warrant that the Student(s)' Entry is an original creation of the Student(s); has not been entered into any prior offering of the Innovation Ignition Challenge or any other contest or challenge; has not been previously published or won any award; and that the Student(s) and their parent(s)/legal guardian(s) are aware of no conflicting rights in the submission or claims to the submission, including but not limited to copyright or other intellectual property right.

Further, by participating, each Student and his/her parent(s)/legal guardian(s): (a) agrees to waive any claim for reimbursement for any equipment or materials necessary to create or submit an Entry; (b) acknowledges that much of the material that will be submitted as part of the Entry may embody materials, suggestions, or ideas substantially similar to those which have been developed by others or by the Challenge Entities and hereby acknowledges that any similarity is purely coincidental and unavoidable in light of the volume of ideas that the Challenge Entities routinely use and consider in the course of each of their business activities, and understands that he/she will not be entitled to any compensation because of use by the Challenge Entities of any materials similar to a Student's Entry; (c) hereby waives any right to any claim or liability with respect to the Challenge Entities' use of similar materials; and (d) understands that submitting any element that is copyrighted by another individual will result in the applicable Student(s) and their parent(s)/legal guardian(s) being responsible for any legal action the legal copyright holder might take against any of the Released Parties (as defined below).

Student(s) and their parent(s)/legal guardian(s) agree that, upon request by the Sponsor, Student(s) and their parent(s)/legal guardian(s) will sign a perpetual license and provide a digital copy of the Entry in native format, if applicable. By submitting an Entry, Student(s) and their parent(s)/legal guardian(s) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Challenge Entities or any other person or entity, on the grounds that any use of the Entry or any derivative works, infringes any of their rights, including, without limitation, copyrights and moral rights. Student(s) and their parent(s)/legal guardian(s) further acknowledge that unless their Entry is selected to be featured at the "Keys To Connect" site gallery page, neither the Sponsor nor Toyota/TMS is in any way obligated to broadcast, publish or use the Entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor or Toyota/TMS. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor or Toyota/TMS.

Students and their parent(s)/legal guardian(s) may be required to obtain written permission and/or provide releases, as solely determined by the Sponsor, to post the Entry and/or to otherwise use the Entry in accordance with the requirements of this Challenge, and the advertising, promotion, and publicity of this Challenge, and Official Rules. The form of any such permission or release will be as solely determined by, or acceptable to the Sponsor. Failure by the Sponsor to request such permission(s) and/or release(s) is not a waiver of the Sponsor's right to require the same, and Student(s) (and their parent(s)/legal guardian(s)) acknowledge that failure to comply with any such request may cause the applicable entry to be disregarded.

**4. SELECTION OF SUBMISSIONS:** On a periodic basis to be determined by Sponsor in its sole discretion, Sponsor may (or may not) select one or more Entry(ies), in their sole discretion to be featured on the “Keys To Connect” site gallery page [toyotakeystoconnect.com/innovation-ignition](http://toyotakeystoconnect.com/innovation-ignition). All details of the feature will be in Sponsor’s sole discretion.

**5. NOTIFICATION:** Students whose submissions are selected to be featured on the Keys To Connect site gallery page (or the parent/legal guardian, or, if a Group Entry, the parent/legal guardian or other responsible adult that submitted the Entry on their behalf) will be contacted via a Direct Message and/or will be tagged in a post on the Platform used to enter the Challenge. The contacted party must confirm that their Platform notification settings are turned on, such that they would be notified in a timely fashion of an attempt to contact them in this manner. Any such comment or message will instruct the contacted party to reply within 48 hours after the time that the notification message or comment was sent/posted. Contacted party must reply as instructed to identify themselves, confirm their eligibility and/or relationship to the Student(s), and provide their complete contact information within such 48-hour period, or the applicable Entry may be disregarded. The contacted party should make certain they are corresponding specifically with Sponsor’s account @DiscoveryEd before providing any information. The contacted party may then be sent an affidavit/documentation of eligibility and liability release, appearance consent and release, intellectual property release, perpetual license agreement, and (where legal) a publicity release, which must be completed by each Student associated with the selected submission (and co-signed by each such Student’s parent/legal guardian) and returned within three (3) full business days (measured in the local time zone) from the time of Sponsor or Administrator’s request. Failure to complete and return the properly signed affidavit and releases or other documentation and requested materials within three (3) full business days (measured in the local time zone) from the time of Sponsor or Administrator’s request, or if a Student (or their parent/legal guardian, on their behalf) chooses to decline their submission being featured on the Keys To Connect site gallery page, or if a Student or their parent/legal guardian fails to comply with any requirement of these Official Rules, may result in the applicable entry being disregarded.

**6. RESTRICTIONS, RIGHTS AND RELEASE:** By participating, Students and their parent(s)/legal guardian(s) agree: [a] to these rules and decisions of the Sponsor, which shall be final in all respects relating to the Challenge; and [b] to release, discharge and hold harmless Challenge Entities, Discovery Education, Inc., Instagram, Twitter, and TikTok, together with their respective parents, subsidiaries, and affiliates, together with the respective officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the “Released Parties”), from any and all injuries, liability, losses and damages of any kind resulting from their participating in the Challenge (including, but not limited to, traveling to, preparing for or participating in any Challenge-related activity), including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. Further, by participating, each Student and his/her parent(s)/legal guardian(s) hereby agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of such Student’s Entry, or such Student’s conduct in creating an Entry or otherwise in connection with this Challenge, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual’s right of publicity or right of privacy; or defamation.

By participating, Students and their parent(s)/legal guardian(s) agree [A] to grant the Sponsor and Toyota/TMS an irrevocable and perpetual, royalty-free, worldwide license, in all media (now

known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, and create derivative works of or otherwise exploit Entries and any other submitted materials, for commercial or non-commercial use, without further permission; and [B] to permit Sponsor and Toyota/TMS to use the Student's name, photograph, likeness, Entry and other submitted materials, biographical information, voice, voice likeness, and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to within the Sponsor's and Toyota/TMS's websites in perpetuity, without compensation (unless required by law, in which case Sponsor reserves the right to arrange for compensation it determines to be reasonable in its sole discretion, if such rights are desired by Sponsor) and agree to execute specific consent to such use upon request if required in addition to the terms of this document.

Released Parties are not responsible for and shall not be liable for: [i] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of Entries; [ii] failed, incomplete, garbled or delayed computer transmissions; [iii] late, lost, misdirected, corrupted, delayed, stolen or incomplete Entries, links, emails or mail; [iv] errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the processing of Entries, or in any Challenge-related materials; [v] any disputes between any Student(s); [vi] changes to social media platform policies and procedures that may interfere with the operation of the Challenge; or [vii] any condition caused by events that may cause the Challenge to be disrupted or corrupted. In the event that the operation, security, or administration of the Challenge is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: [1] suspend the Challenge to address the impairment and then resume the Challenge in a manner that best conforms to the spirit of these Official Rules; or [2] to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event of any discrepancy between the English language version of these Official Rules and any other translated versions, abbreviated versions, or Challenge-related advertising or disclosures, the English language version of these Official Rules shall prevail. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Students and their parent(s)/legal guardian(s) agree to waive any rights to claim ambiguity of these Official Rules.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Use of any device to automate entry is prohibited. The Sponsor reserves the right in its sole discretion to disregard any Entry at any time in the event it is determined that the associated Student(s) and/or their parent(s)/legal guardian(s) have not complied with these Official Rules. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating in this Challenge, Students and their parent(s)/legal guardian(s) agree to waive any right to claim ambiguity or any deficiency in these Official Rules or the Challenge, including its administration. The Released Parties make no representations or warranties of any kind, express or implied, as to the operation of any website, any of the Platforms, or the information, content, materials, or products included on any website or any of the Platforms. **TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**7. PRIVACY:** Information submitted in connection with the Challenge will be treated in accordance with these Official Rules and the Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://www.discoveryeducation.com/cep/privacypolicy.cfm>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

**8. DISPUTES/GOVERNING LAW:** Except where prohibited, each Student and his/her parent(s) or legal guardian(s) agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Challenge, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge and in no event will a Student and/or his/her parent(s) or legal guardian(s) be permitted to obtain attorneys' fees or other legal costs; (c) under no circumstances will a Student and/or his/her parent(s) or legal guardian(s) be permitted to obtain awards for and each Student and his/her parent(s) or legal guardian(s) hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (d) each Student's and his/her parent(s) or legal guardian(s) remedies are limited to a claim for money damages (if any) and each Student and his/her parent(s) or legal guardian(s) irrevocably waive any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of Students and their parent(s) or legal guardian(s), or the rights and obligations of the Released Parties in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

Sponsor: Discovery Education, Inc., 4350 Congress Street, Suite 700, Charlotte, NC 28209.  
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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