















# Official Rules

No purchase necessary to enter or to win this contest (the "Invent-it-Challenge" or "Challenge"). Entry in the Challenge constitutes your acceptance of these Official Rules.

# Sponsors

This Challenge is sponsored by **Cricket Media, Inc.**, 13625-A Dulles Technology Drive, Herndon, VA 20171, and the **Smithsonian Institution's Lemelson Center**, Washington, D.C. ("Sponsors").

#### Eligibility

Open to legal residents, age 5-21 at time of entry, of the 50 United States (and District of Columbia), Canada (other than Quebec) and only those countries in which this contest is fully permitted by law. Residents of Cuba, Iran, North Korean, Sudan, and Syria are expressly prohibited. Individuals who meet the residency/age requirements and who are in Grades K-12 are eligible to enter--either as an individual or part of a team (see below), so long as entries are submitted in connection with an ePals account (by a teacher/parent/or student account holder [if eligible]) utilizing the Challenge submission form provided. Children, immediate family members, and members of the household (whether related or not) of employees of Sponsors or its affiliates, are not eligible to participate or enter. To constitute a complete entry ("Entry"), the Challenge entry submission form must be accompanied by the following uploaded attachments: (i) a file containing the invention being entered; and (ii) signed parental/legal guardian permission/release form[s], as provided.

As shown on the online Challenge entry submission form, there are two (2) categories of Entry as follows:

- (1) Individual
- (2) Team; and

Four (4) Age groups within each Entry category (Individual/Team):

Age 5-7

Age 8-10

Age 11-13

Age 14-21

### **Content/Timing of Entry**

Submissions must adhere to the fundamental spirit of the Challenge and Entries be submitted for judging only during the **Entry time period (January 17, 2015-March 27, 2015)**-see also Deadlines for Entry below. The invention or any video contained therein cannot include any defamatory, obscene or otherwise unlawful matter, depict anyone engaged in any illegal, immoral or lewd act, or contain any violent or pornographic material or any other inappropriate content as determined by Sponsor[s].

Submissions must be original work by the entrant[s]. By submitting, you (and the parent/legal guardian of the inventor[s]) attest that the work contained in the Entry is not copied from others and it does not violate the rights of any other person or entity, and that you have all rights necessary to submit the Entry and to grant Sponsors the rights set forth in these Official Rules.

If the submission contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, and/or if any persons appear in a photograph or video contained within the submission or in audio form, the Entrant is responsible for obtaining, prior to submission, any and all releases and consents necessary to permit the exhibition and use of such third party's voice/image in the manner set forth in these Official Rules without compensation. If any person appearing in the submission is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each such release. Upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the Challenge submission and/or from the owner of any material that is displayed in the submission, which release "authorizes the use of the releasing party's image, voice or material by Sponsors, their affiliates, and authorized distributors for any purpose, including but not limited to advertising and promotional purposes, and including without limitation display on the Sponsors' websites, in any media now or hereafter known, without any attribution or compensation."

Each Entry **must** identify a real-world problem and demonstrate at least the following <u>four (4)</u> **Key Steps of the Invention Process:** 

**Think it** Have a great idea for an invention

**Explore it** Investigate inventions and ideas of the past

**Sketch it** Draw pictures and diagrams to figure out how your invention might work

**Sell it** Market your invention to people who might buy it

The real world-problem may be one that all the people in an Entrant's neighborhood face, something that friends complain about, or an issue where the Entrant[s] live. It could also be about a bigger, global problem that affects many people. Your Entry must describe how you help solve the problem by inventing something new.

To qualify for the Nelson Mullins patent opportunities and Camp Invention scholarships (grades 1-6 only) Invent-It-Challenge prizes, the Entry must address all seven (7) Key Steps of the Invention Process, the four (4) listed above and the following three (3):

**Create it** Build a prototype or model of your invention

**Try it** Test your invention

Tweak it Keep improving your invention

For the evaluation criteria for judging, see the **Scoring Guide**, which is incorporated in these Official Rules.

#### **How to Submit**

Submission must demonstrate your solution using the Key Steps of the Invention Process. For your invention, Entrant can use either the provided PowerPoint template or any other format that presents the required information, including videos, photographs, or Word documents.

To submit, complete the entry submission form and upload it along with a file containing the invention being entered, and the Parental/Guardian Release form[s], which form[s] must be signed and attached (whether submission of Entry is from a teacher, parent, or eligible student with an epals account). Submission is online only, as follows:

- Complete the online Entry submission form, and upload the parental/guardian Permission and Release form, at http://challenges.epals.com/inventit2015/submit-form/
- Uploads must be in one of the following formats: Allowed File Types:

3GP, ARF, ASF/WMV, AVI, FLV/F4V, MKV, MOV/MP4/QT/M4V, MPG/M1V/M2V,

Ogg, PPT, PPTX, RM, WEBM

Maximum file size: 2 Gb

### **Deadlines for Entry are as follows**

Start Date (for submission of Entries): January 17, 2015

**End Date:** March 27, 2015.

The timeline for determining the potential Winners and the honorary ePals Choice Award, as described below, may be subject to change.

#### **Disclaimers**; Conditions

Sponsors are not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason. If for any reason, the Challenge is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor(s) could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge, the Sponsor[s] reserve the right at its sole discretion to cancel, terminate, modify or suspend the Challenge and determine winners from all eligible Entries received prior to that action taken.

The Challenge is subject to federal, state, provincial, territorial and local laws and regulations. Certain restrictions may apply. By entering the Challenge, each Entrant agrees and acknowledges to be bound by the Official Rules, as well as the decisions of the Sponsors which are final and binding in all respects; to waive any rights to claim ambiguity with the Official Rules, and that the Sponsors, their parents, affiliates, and representatives ("Releasees") shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation or inability to participate in the Challenge; technical or mechanical error; typographical errors in the Challenge's promotional material; acceptance/possession, defects, and/or use/misuse of prizes; human error; incorrect or inaccurate transcription of Entry information; any technical malfunctions of the telephone service, telephone network, computer online system, , computer equipment, software, or internet service provider utilized by the Challenge or by Entrant; interruption or inability to access the Challenge, any Challengerelated Web pages, or any online service via the internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Challenge; any lost/delayed data transmissions or mailings, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of any one or more of the Sponsors Each Entrant further agrees to indemnify and hold harmless each of the Releasees from any and all liability resulting or arising from the Challenge and to release all rights to bring any claim, action or proceeding against any of the Releasees. Winners release Releasees from any and all liability/responsibility with respect to the prizes won (including any property loss, damage, personal

injury, or death). Releasees shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the Releasees, or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of any of the Releasees, or (3) by any other cause, condition or event whatsoever beyond the control of any of the Releasees.

## **Intellectual Property Rights**

As between Sponsors and the Entrant, the Entrant retains ownership of all intellectual property rights (including moral rights) in and to the Entry. As a condition of entry, Entrant grants Sponsor[s], its parent, affiliates, and authorized distributors a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Entry, including the inventions depicted therein, the photographs, video, text, images and/or audio of Entrant and of other parties contained in the Entry, the likeness, biographical information, text, and information as contained in the Entry, and/or any statements or remarks made about the 2014-105 Invent-it-Challenge for any purpose, including but not limited to advertising and promotional purposes, including without limitation display on the Sponsors' websites, in any media now or hereafter known, without any attribution or compensation to Entrant, except where prohibited by law. Entries will not be returned.

## **Privacy**

Entrants agree and acknowledge that personal data submitted in connection with an Entry, including name, mailing address, phone number, and/or email address, may be collected, processed, stored and otherwise used by Sponsors and their affiliates for the purposes of conducting and administering the Challenge, and as otherwise permissioned by the parent/legal guardian of Entrant as described in the foregoing paragraph. All personal information that is collected from parents, guardians, teachers, and/or eligible students on behalf of Entrants is subject to the respective Privacy Policies of Sponsors.

## **Publicity**

By entering the Challenge, Entrants agree to participate in any media or promotional activity resulting from the Challenge as reasonably requested by Sponsor at Sponsor's expense and agree and consent to the use of their name and/or likeness by Sponsors. All or a portion of the Entry may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Entry. Sponsors reserve the right to publish the name and likeness of the Entrants on the Challenge Site or through other media for publicity purposes.

#### **Determination of Winners; Notification**

On or about March 28, 2015, a panel of Smithsonian Lemelson Center and Cricket Media, Inc. staff members will commence judging of all Entries. The judges will score Entries based on how the invention solves a real-world problem and how the key steps of invention were addressed. See **Scoring Guide**, **which is incorporated herein**.

All potential winners will be notified by mail, email and/or telephone using the contact information on the Entry. Upon notification of being a potential winner, each potential winner within a Category will be required to sign (or such entrant's parent/legal guardian if under age 18), additional documents in connection with Challenge and prize fulfilment. Honorable Mentions, if any, may be asked to sign (or entrant's parents, legal guardian sign) additional documents in connection with the Challenge.

If a potential winner cannot be contacted, does not respond within five (5) business days from the date the Sponsor first tries to notify him/her, fails to return any Prize affidavit and release document, or refuses the prize, the potential winner forfeits all rights to win the Challenge and its prizes. An alternate winner may be selected.

Prizes: There will be eight (8) winners, an individual winner (4 total) and a group ("Team") winner for each of the four (4) age Categories, and potentially up to 20 Honorable Mention winners as may be determined by Sponsors (the Honorable Mentions will not receive the Challenge prizes, but shall be offered a print or digital subscription to one of the following science magazines: Click; Ask; Odyssey; or Muse (ARV \$18-\$34 per magazine). Upon timely completion of any requested Prize affidavit and release form and dependent upon whether the potential winner is an individual or a member of a winning Team entry, the eight (8) winning entries described above will each receive one of the following prizes, (or substitute of the same or greater value as may be provided by Sponsor): a LEGO set (ARV: \$ 50-75 for Individual winner[s]; ARV: \$12-\$30 for each Team member winner); a book set from the Smithsonian (ARV: \$15); or for those in the Category of Ages 5-7 and 8-10 (and entering grades one through six) and have completed all seven (7) steps, a scholarship (3 available) for the camp registration fees to attend a Camp Invention® Summer 2015 camp Program, (ARV: \$220-250.00)-- further details and registration forms/requirements for a particular camp location shall be made available by Camp Invention®. In addition, at the Sponsors' discretion, up to three (3) winners from those completing all seven (7) steps, in any Age Category, will receive a free consultation with a patent lawyer from Nelson Mullins Riley & Scarborough, LLP to discuss the eligibility of the winner's invention for patent protection. All taxes, fees and surcharges on prizes, if any, are the sole responsibility of the prize winners.

**ePals' Choice Award:** The eight (8) winners described above will be eligible for ePals' Choice Award. The winner with the most votes from an online poll will receive the honorary ePals Choice Award that will be announced in May 2015. Such award is a recognition of the popularity of a single Entry invention (Individual or Team) and no further prizing is associated with such award.

**WINNERS LIST AND OFFICIAL RULES:** A winners' list will be available fourteen (14) days after the announcement of the ePals Choice award and for a period of six (6) months thereafter. A copy of the Official Rules will be available during the Entry Period (all requests must be received prior to the End Date). Send a request for any of the above by emailing invent@cricketmedia.com, or by mail to: Invent-it-Challenge, 13625-A Dulles Technology Drive, Herndon, VA 20171.

Prizes courtesy of:









