



Smithsonian



Think about a real-world environmental issue and come up with a planet-friendly solution.

# **Official Rules**

No purchase necessary to enter or to win this contest (the 2017 "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**. 7926 Jones Branch Drive, Suite 870, McLean, VA. U.S.A., 22102, 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 Korea, 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 authorized Submittable account (by a teacher/parent/or student account holder [if eligible]) utilizing the Challenge submission form[s]provided, including the submission of signed Parent/Legal Guardian Release form(s). 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; (ii) signed parental/legal guardian permission/release form[s], as provided; and (iii) photo of inventor(s).

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, 2017-March 17, 2017) -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 inventors. 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 or included (i.e. audio) 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 that deals with an environmental issue and demonstrates all of the following seven (7) 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
Create it	Build a prototype or model of your invention
Try it	Test your invention
Tweak it	Keep improving your invention

The real world-problem that deals with helping address an **environmental** 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 environmental problem that affects many people. Your Entry must describe how you help solve the problem by inventing something new.

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 the invention, Entrant can use either the provided PowerPoint template, a Power Point, or video).

Submit by completing the required fields on the online **Submission/Entry** form provided in connection with a parent, teacher, or eligible student's creation of an authorized User account for this Challenge (through our provider, Submittable). That account holder (only) is authorized to upload the Entry and **Parental/Guardian Release** form(s).

To constitute a complete Entry for consideration, fill-out the **Submission Entry form** and submit it along with a file containing the video or slide show (a PowerPoint) being entered, and the **Parental/Guardian Permission and Release form[s]**, which form[s] must be signed by such parent/guardian who is 18 years of age or older (and attached in pdf or via a photo of the completed parental release form[s]) – the Parental/Guardian Permission form is required-regardless of whether the submission of the Entry is from a teacher, a parent, **or** from an eligible student (with a Submittable account.)

Submission is online only, as follows:

- Complete the online Entry submission form, and upload (i) the parental/guardian **Permission and Release** form, at http://challenges.epals.com/inventit2017/submit and (ii) upload a single digital photograph of the student(s) [the inventor(s)] being entered in this Challenge
- Uploads of the Invention must be in one of the following formats and size: Submission uploads must be under 2GB in one of the following allowed file types: ppt, pptx, avi, mov, mp3, mp4, mpg

## Deadlines for Entry are as follows:

Start Date (for submission of Entries): January 17, 2017

End Date: March 17, 2017.

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 Challenge-related 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 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, including associated photo submission(s). 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 or related to the Entry, the likeness, biographical information, text, and information as contained in the Entry, and/or any statements or remarks made about the 2017 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 and authorized on the Parental/Legal Guardian Permission and Release submitted. All personal information that is collected from parents, guardians, teachers, and/or eligible students on behalf of Entrants is subject to the respective <u>Privacy Policies</u> 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 20, 2017, 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 environmental 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 documents. Upon notification of being a potential winning invention, each potential winner within a Category will be

required to sign (and/or such inventor'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 winning Entrant cannot be contacted, does not respond within seven (7) 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 below Challenge prizes, but shall be offered a digital subscription to one of the following science magazines: <u>Click</u>; <u>Ask</u>; or <u>Muse</u> (ARV \$9.99 (U.S. dollars) per magazine). (Sponsor reserves the right to substitute a prize for equal or greater value).

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 prizing is as follows (or such substitute of the same or greater value [shown in US dollars] as may be provided by Sponsor):

<u>Age 5-7:</u> A <u>LEGO</u> set (ARV: \$ 50-75 for Individual winner; ARV: \$12-\$30 for each Team member winner); a <u>Smithsonian Magnetic Adventures: Jungle</u> (book and foam magnets) (ARV: \$22.95-for individual winner and one for the Team); a set of <u>Smithsonian Sticker Creations: Wildlife edition</u> (ARV: \$15.95 for individual winner and one set for the Team); and for the individual winner, one Creativity for Kids kit, <u>GROW Light</u> (by Faber-Castell) (ARV: \$29.99)-- each member of the winning Team will receive a Creativity for Kids kit, <u>Grow n' Glow Terrarium</u> (by Faber-Castell) (ARV: \$14.99 each).

<u>Age 8-</u>10: A <u>LEGO</u> set (ARV: \$50-75 for Individual winner; ARV \$12-\$30 for each Team member winner); a <u>Smithsonian Young Explorers Oceans Fact Book and Floor Puzzle</u> (ARV: \$18.95 for individual winner and one for the Team); a set of <u>Smithsonian Sticker Creations</u>: <u>Under the Sea edition</u> (ARV: \$15.95 for individual winner and one set for the Team); and for the individual winner, one Creativity for Kids kit, <u>Spark!Lab Inventor's Studio</u> (by Faber-Castell) (ARV: \$19.99)—each member of the winning Team will receive a Creativity for Kids kit, <u>Invent Cool Cash</u> (by Faber-Castell) (ARV: \$14.99 each)

<u>Age 11-13</u>: A <u>LEGO</u> set (ARV: \$50-75 for Individual winner; ARV \$12-\$30 for each Team member winner); the paperback <u>Ocean Visual Encyclopedia</u> (ARV: \$19.99 for individual winner and one for the Team); one hardback <u>Super Bug Encyclopedia</u> (ARV: \$24.99 for individual winner and one for the Team); and for the individual winner, one <u>Do Art Drawing and Sketching</u> kit (by Faber-Castell) (ARV: \$14.99)—each member of the winning Team will receive a <u>Do Art Color Pencil Art kit</u> (\$14.99).

Age 14-21: A LEGO set (ARV: \$50-75 for Individual winner; ARV \$12-\$30 for each Team member winner); for one individual winner in the Category of Age 14-21, the Smithsonian book, <u>Geography: A Visual Encyclopedia</u> (ARV: \$19.99 for individual winner)--for the Team winner in the Category of Age 14-21, the following two Smithsonian books: <u>Timelines of Science</u> (ARV: \$24.95), and <u>Timelines of History</u> (ARV: \$24.95); and for the individual winner, a 36-count <u>Classic Color Pencil Tin Set</u> (by Faber-Castell)(ARV: \$27.99) and 12-count <u>Grip Graphite Writing Pencil</u> set (by Faber-Castell) (ARV: \$29)—each member of the winning Team will receive a 12-count set of <u>Metallic Colored Pencils</u> (by Faber-Castell) (ARV: \$6.99).

In addition, at the Sponsors' discretion, <u>up to three (3) Individual or Team winners</u> in any of the above Age Categories, 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.

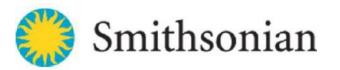
All taxes, fees and surcharges on prizes, if any, are the sole responsibility of the prize winners.

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

**2017**. 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 by emailing invent@cricketmedia.com, or mail to: Invent-it-Challenge, 7026 Jones Branch Drive, Suite 870, McLean, VA 22102.

Prizes courtesy of:





Nelson Mullins Riley & Scarborough LLP





