



"Official Tyler Area Rules"

1. **Eligibility:** The 2010 Trash To Treasure Competition (hereafter, the "Competition") is offered only to individuals who are legal residents of the 50 United States, District of Columbia, and United States territories and possessions, between the ages of 5 and 19 (and have not graduated high school) at the time an entry submission is actually submitted. Employees, officers, directors and advisors of the Discovery Science Place, Gap Broadcasting, AT&T, Southwest Environment and WGBH Educational Foundation ("WGBH" or "Sponsor") and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, Evaluators (as defined herein paragraph 9), web masters and web suppliers, and persons engaged in the development of the Competition & Competition materials and members of the immediate family (parents, siblings, children [natural, adopted, foster] and spouse, wherever they reside) or household members (whether or not related) of such employees, officers, directors, and advisors are not eligible. By participating, you agree (and if you are under the age of eighteen, [hereafter, a "Minor"] your parent/legal guardian agrees) to these Official Rules and all the decisions of Sponsor, which are final and binding in all respects. Void where prohibited.
2. **Tyler – Area Competition** begins on July 19, 2010 and ends August 14, 2010. Entry deadline for the Tyler-area competition is Tuesday, August 10, 2010 at 5PM.

The National Competition Period: Competition ends on September 5, 2010 at 12:00 Noon (ET). The Competition computer is the official time keeping device for the Competition.
3. **How To Participate:** You may participate in the Tyler-Area Competition by going to: www.discoeryscienceplace.org/trashtotreasure, and following instructions found at the website (hereafter "the Website"). When submit your entry, you will be asked to give your first name, age,

state, and your parent or legal guardian's email address. If entrant is not a Minor at the time of entry, entrant should enter his/her own e-mail address, and not that of his or her parent or legal guardian.

4. **The Competition Entry:** An entry must either be a new, original idea or a measurable improvement (as solely determined by Sponsor) to an existing product/design which can be successfully implemented and / or brought to market (hereafter "the Idea/Entry" or sometimes "entry"). The Idea/Entry must have been conceived by the entrant and be the sole and original work of the entrant (although the entrant can be helped by a parent or legal guardian to explain the Idea/Entry in the entry materials).

(a) The Idea/Entry must:

1. be within one of the following defined Competition categories: (A) mobility – a product that moves things or people; (B) play – a new, fresh device/product for outdoor or indoor use; or (C) environmental – a new product that helps protect the environment; and
2. be created from no less than 2 discarded items and re-engineered / recycled into a completely different and unique product and/or use. Examples of discarded items include (but are not limited to): fabric, paper, plastic, small electronics, wheels, clamps, springs, batteries, hardware, wood, bike parts, string, rubber bands, cardboard, kitchen gadgets, etc.

(b) The Idea/Entry cannot:

3. be currently, or previously, on the market (except if Sponsor, in Sponsor's sole opinion, determines that it is a "measurable" improvement); or
 4. be just a cosmetic difference from a current or previously marketed product/design (unless that difference is also a "measurable" improvement relative to the function of the product/design); or
 5. be for a product/design (or part thereof) which is already protected by patent or copyright unless the patent or copyright is owned by the entrant, or the patent or copyright is about to expire.
5. **Creating The Competition Entry:** –Your entry must be submitted through the Competition section of the Website. Your entry materials must fully complete the following five (5) Competition entry questions found at the Competition Website: (a) Name your invention; (b) What is it made of? Remember, you have to use at least two (2) different repurposed / recycled materials; (c) What

does it look like? How does it work?; (d) How does it make the world a better place?; and (e) How did you come up with your idea?

You may also include an original drawing, a photograph, or an original illustration or the like ("graphic material"). The graphic material can only be accepted in .jpg, or .png, formats. Graphic material cannot picture or depict any person, or the trademark, trade dress, or product of any third party. There is a limit of one (1) piece of graphic material per Idea/Entry. Graphic material must be original – and may not simply be existing clip-art/off the rack designs, or cut & paste templates.

6. **Entry Submissions:** When you have completed your Idea/Entry click on the "submit" button. You should include your parent/legal guardian's email address so if you become a finalist, we can contact you and/or your parent/legal guardian. If you are age 18 or over at the time of entry you are not required to provide the e-mail address of a parent/legal guardian, but should instead provide your own e-mail address. You will also be required to agree to abide by these Official Rules. By submitting an Idea/Entry you (and your parent/legal guardian if you are a Minor) warrant and represent that the entry, and your submission thereof to the Competition: (a) does not violate any law, regulation or right of any third party, including but not limited to patent, copyright, trademark, or other intellectual property or sui generis right, (b) that the entry does not violate any fiduciary relationship or violate any agreement you may have, (c) that the entry is your own sole and original invention/idea/product/design, and that the entry has not been published, or submitted in any competition or contest other than to Discovery Science Place or WGBH and, (d) that the entry does not contain any virus, bugs, or other deleterious material. Entries must be received and recorded by Discovery Science Place by Tuesday, August 10, 2010 at 5PM.

There is no limit on the number of entry submissions from any entrant, but each must be submitted separately. All entries from a particular entrant must be unique as solely determined by Discovery Science Place or WGBH. Any entry that, in the sole opinion of WGBH, is considered inappropriate or not suitable for inclusion in the Competition will be ineligible.

Once an entry is submitted it is the sole responsibility of the entrant to maintain as current his/her contact information and that of his/her parent/legal guardian. Sponsor is not responsible for any

failure to contact an entrant or his/her parent/legal guardian if their respective contact information is not current. To update contact information, please e-mail marketing@discoveryscienceplace.org. Entries, once submitted, become the property of Discovery Science Place and WGBH and will not be returned. The parent/legal guardian of each Minor entrant (or entrant, if entrant is not a Minor) will be notified via e-mail of entrant's submission, and will be given the option to withdraw the entrant's submission. Sponsor is not responsible to entrant for entrant's eligibility in the event that entrant's parent/legal guardian decides to opt-out of the Competition on entrant's behalf. By submitting an entry, entrant (and entrant's parent/legal guardian if entrant is a Minor) acknowledges that other entrants may submit the same or similar invention/idea/product/design and/or that Discovery Science Place or WGBH may have received the same or similar invention/idea/product/design from a third party independent of this Competition. Entrant (and entrant's parent/legal guardian if entrant is a Minor) agree that neither Discovery Science Place, WGBH nor any other party related to this Competition shall have any responsibility or liability for any such submissions in this Competition or from a third party. Entrant (and entrant's parent/legal guardian if entrant is a Minor) waives any claims or damages of any kind or nature whatsoever, including but not limited to, direct, indirect, incidental, consequential or punitive damages, should WGBH pursue, in any manner, any such submission in this Competition or from a third party.

7. Tyler-Area Local Judging:

All submissions must be fully complete and submitted either in a sketch, photo or in fully constructed state. Local entry submissions will be judged on theme (Motion, Environment or Play) and must be received at Discovery Science Place no later than Tuesday, August 10, 2010 for local judging to take place on Saturday, August 14, 2010. There will be a Grand Finalist and two alternate finalists that will be submitted as the "official East Texas entrants" to the National contest. All finalists' entries will be submitted to the National Judging by 11:00 a.m. CT (12:00 noon ET) on September 5, 2010.

8. National Judging: There will be 3 phases of judging:

(a) Phase 1: Phase 1 of judging is the initial evaluation screening – which will evaluate and confirm each entry's compatibility with Competition theme; as well as whether it is a real entry (not gibberish, a ruse, or otherwise bogus nonsensical submission). All submissions must be fully

complete and submitted, received and recorded by the Competition computer in accordance with the directions on the Website, and no later than September 5, 2010 at 12:00 Noon, (ET) or the entry will be disqualified.

At all times, and in every instance, any entrant whose entry materials, image uploads, or use of the Website is considered inappropriate in any way, or in any way violates these Official Rules will be immediately and permanently disqualified. If an entry is determined by WGBH as eligible in accordance with the Competition theme and Official Rules, is deemed a legitimate entry, and is received and recorded by the published deadline, then it will be considered an 'active' entry and proceed to Phase 2.

(b) Phase 2: Phase 2 of judging is the 'active evaluation screening' – which will evaluate eligible entry submissions, with focus on: (i) Originality of Concept/Uniqueness of Approach; (ii) Marketability/Mass Appeal (i.e., determining each entry's ability to be successfully introduced into, and received by, the market place.) The top active entry submissions, having received the highest compiled scores in this phase and therefore deemed to have the greatest such potential, will proceed to the final phase of judging.

(c) Phase 3: Phase 3 of judging is the final entry selection screening – which will be completed by a panel of WGBH & Industry Experts (collectively, the "Evaluators") to determine the top three (3) entries.

(d) All judging will be on an anonymous basis in which the Evaluators do not have access to the entrant's (or entrant's parent's/legal guardian's) personal information. WGBH and Evaluators do not profit in any way from the success of the winner. Entrant's confidentiality is upheld. Evaluator confidentiality is also upheld.

9. **Local Prizes:** There will be one Grand Finalist and two alternate finalists selected. The Grand Finalist will receive an electronic prize from AT&T, Six Flags Tickets and more! (Actual Retail Value not to exceed \$600.) The two alternate finalists will receive prizes from AT&T, The WaterPark at the Villages tickets and more! (Actual Retail Value not to exceed \$300.)

National Prizes: There will be three (3) Grand Prize Winners who will receive a 'Make It Real: Dream to Reality Prize Package/Trip'; (Actual Retail Value: not to exceed \$3,000) which consists of a 3 day/2 night trip for 2 (i.e., if entrant is under the age of 18 at the time of travel, the entrant & entrant's parent/legal guardian; OR if entrant is over the age of 18 at the time of travel, the entrant and a travel companion of entrant's choice who is also over the age of 18 at the time of travel) to Boston, MA on a date determined by Sponsor, where the winner will build a prototype of her/his innovation. This visit will be videotaped for possible use in Season IV of the PBS television series Design Squad (working title) and/or on the Website. Neither WGBH nor PBS will be obligated to broadcast or otherwise use said video tape of Grand Prize winner visit. Trip consists of round-trip coach air transportation from the major airport nearest to the winner's U.S. residence, round trip air transfers between airport and hotel, and standard double-occupancy hotel accommodations. Airline carrier's regulations and restrictions apply. Trip may not be combined with any other offer and travel may not qualify for frequent flier miles. Winner and travel companion must travel on the same itinerary and comply with all security requirements. The travel companion of the winner and the winner will be required to execute a Release of Liability prior to booking of travel. Winner and travel companion must possess valid travel documents (i.e., valid government issued photo ID) in order to travel. All travel must be completed on date specified by Sponsor; dates of departure and return are subject to change. If winner cannot accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Actual value will depend on final itinerary. Any difference between actual value and stated value will not be awarded. Accommodations and travel are subject to availability. Change, restrictions and blackout dates apply. Seat selection and timing of trip are subject to availability and confirmation of reservations. All expenses and costs, not expressly stated, including but not limited to taxes, tips, entertainment, transfers, and transportation between the airport and home residence are the Winner's sole responsibility. If a Grand Prize winner's residence is within a 200 mile radius of Boston, MA, Sponsor may, at Sponsor's sole discretion, elect to provide ground transportation from winner's residence to Boston, MA in lieu of air transportation. Any difference in the value of the travel portion of the prize will not be awarded. If a winner is a Minor, prize may be awarded in the name of or to parent or legal guardian (as solely determined by Sponsor) who must execute all documents and agree to all undertakings of winner set forth in these Official Rules or prize may be forfeited and awarded an alternate winner. Prize cannot be transferred, substituted, or redeemed for cash, but Sponsor reserves the right to

substitute prize, or a portion of prize with a prize, or portion or prize of equal or greater value if such prize or portion becomes unavailable. Taxes on prize, if any, are solely the responsibility of winner. There will be up to twenty-two (22) runners up whose entry may be featured on the Website. Runners up will also receive a Design Squad t-shirt.

10. **General Conditions: Entrants (and entrant's parent/legal guardian, if entrant is a Minor) hereby: (a) grant to Discovery Science Place and WGBH a non-exclusive, perpetual license to receive, reproduce, distribute, display and otherwise process submitted data, materials and information, and to evaluate same, both in connection with the Competition and outside of the Competition; and (b) agree (i) that WGBH and its respective parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, trustees, employees, representatives, advisors and agents (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by entrants (and a entrant's parent/legal guardian, if entrant is a Minor) against any liability for any injuries, losses or damages (whether due to negligence or otherwise) of any kind to person(s), including death, or property, or for breach or failure of any representation, warranty or obligation, or for infringement of rights of intellectual property, publicity or privacy, defamation, or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Competition or any Competition related activities; (ii) except where legally prohibited, winner (and winner's parent/legal guardian, if winner is Minor) grant (and agree to confirm that grant in writing) permission to WGBH and those acting under its authority the right to the use of the winner's name, picture, likeness, voice, biographical information and statements, and entry (or any part thereof) at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval; and (iii) winner (and winner's parent/legal guardian, if winner is Minor) agree that the winner shall appear at any times and at any places deemed reasonably necessary by WGBH to advertise, promote, or otherwise market the winner's Idea / Entry (it being understood that any such appearance will be on reasonable notice to the winner, that winner will be excused from such appearance should he/she have a prior commitment which cannot be delayed, and reasonable expenses as determined by WGBH for any such appearance will be borne by WGBH). The potential Grand Prize winner (and**

winner's parent or legal guardian if winner is a Minor) will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within the time stated on the notification. If documents are not returned in a timely manner, or if the documents are returned as non-deliverable, or if Grand Prize winner is found to be ineligible or otherwise not in compliance with these Official Rules, then the winner and the winner's entry will be disqualified, and all rights to the Grand Prize will be forfeited and an alternate Grand Prize winner selected.

11. **Liability Limitations:** Releases are not responsible for lost, late, misdirected, incomplete, or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Locker, entry or other information or the failure to capture, store, or loss of, any such information. Entrants are expected to, and shall, retain copies of all portions of their entries, and shall not rely on Sponsor to retain same. Sponsor shall not be responsible for lost or corrupted submission materials. Persons who tamper with or abuse any aspect of this Competition, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed, third party, or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Releasees are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participation in this Competition or downloading or printing materials of any kind from, or for, this Competition, or use of the Website. Should any portion of the Competition be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper conduct, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Competition, and select the winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releasees are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition, and assume no responsibility for any

error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use to this Website.

12. IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE COMPETITION, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

13. Arbitration/Choice Of Law: Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a Minor) agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Competition, or any prize awarded, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives 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.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard for conflicts of law doctrine, and all proceedings

shall take place in the Commonwealth of Massachusetts. If permitted by law, and the Rules of the American Arbitration Association, entrants (and entrant's parent/legal guardian if entrant is a Minor) agree, all proceedings commenced hereunder, the details, transcripts, testimony and all particulars of all such proceedings, and the results of all such proceedings, for example but not limited to findings of fact and/or law, and awards, (all as however characterized), shall be kept and maintained as confidential by all of the parties (and their counsel or representative(s)) to any proceeding, and shall not be disclosed, in whole or in part, directly or indirectly, to any third party.

14. **Privacy:** The personalized entry information provided is subject to the Privacy Policy on the Website. To read that Policy, access the Website and then access the 'PBS Kids Privacy Policy'.
15. **National Winner List:** For the names of winners (first names only), mail a first class self addressed stamped envelope to: WGBH, ATTN: Design Squad Competition Winners; 1 Guest Street Boston, MA 02135. Names of winners may also be posted on the Website.
16. **Local Tyler-Area Sponsors:** GAP Broadcasting, Southwest Environment, AT&T The Real Yellow Pages and Discovery Science Place, 308 North Broadway, Tyler TX 75702
National Sponsor: WGBH Educational Foundation, 1 Guest Street, Boston, MA 02135, USA