



The eInstruction® Classroom Makeover Contest

OFFICIAL RULES

MANDATORIES:

No purchase necessary. The "Flip Your Classroom - The eInstruction® Classroom Makeover Contest", is provided and sponsored by eInstruction. Open to legal residents of the United States (including U.S. territories) and Canada only (excluding Quebec), who, at time of entry, are of the age of majority in their state or province/country of residence and are K-12 grade teachers in a school in the United States (including U.S. territories) or Canada (excluding Quebec).

CONTEST PERIOD:

Flip Your Classroom - The eInstruction® Classroom Makeover Contest (the "Contest") begins at 06:00:00 a.m. PST on September 10, 2012 and ends at 11:59:59 p.m. PST on October 26, 2012 (the "Contest Period").

ELIGIBILITY CRITERIA:

Entrant must be a legal resident of the United States (including U.S. territories) or Canada (excluding Quebec), who, at time of entry, is of the age of majority in his/her state/country of residence and a K-12 grade teacher (or equivalent) in a school in the United States (including U.S. territories) or Canada (excluding Quebec).

Employees, officers, and directors of eInstruction ("Sponsor"), SocialWhirled, and each of their respective affiliates, parents, subsidiaries, advertising, promotion, and service agencies, and members of the immediate family and individuals living in the same household of such individuals (whether related or not) are not eligible to enter.

The Contest is void in the Canadian Province of Quebec and where prohibited or restricted by law and is subject to all applicable federal, state, provincial, municipal, local, and individual country's laws. The Sponsor reserves the right to verify the eligibility of any Entrant and/or the validity of any Entrant and to disqualify any Entrant who submits an Entry that is not in accordance with the Official Rules or who tampers with, or attempts to tamper with, the Entry, judging, or voting process of the Contest. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

HOW TO ENTER:

During the Contest Period, Entrant may enter online by (a) visiting flipyourclassroom.einstruction.com. (the "Contest Website"); (b) registering by submitting the information requested in full (including the Entrant's name, the name of the school where they teach, the grade (or equivalent) he or she teaches, the city, state, and country of his or her school and the tech coordinator's, principal's or headmaster's name and (c) uploading a music video (maximum 2.5 minutes, due to differences in rendering times for different video formats, entries that are one or two seconds longer than 2.5 minutes may still be accepted) that is a parody of any song of the Entrant's choice by demonstrating how different kinds of technology are being used in the classroom ("Entry"). Recommended formats include AAC, AVI, 3GP, FLV, MOV, MP3, MP4, MPEG, OGG, WAV, WEBM, WMA, WMV, and with a maximum file size of 200MB.

Each Entry must include the word "eInstruction" within the lyrics of the song, show one or more of the following eInstruction products in-use, OR an image of one or more of the following products at least once:



and The conclusion of the video must direct viewers to flipyourclassroom.einstruction.com to vote. Each video must be in English or include English subtitles.

By entering the contest, Entrant attests that he or she has followed their school district’s policy for receiving permission from each parent/legal guardian whose child is depicted in the Entry, and that the Entrant has the permission of the principal or headmaster to make the particular entry, or, if no such policy exists, that he or she has have obtained written consent from at least one parent/guardian of each student who appears in the Entry.

Entrants may make the video as creative as he or she wishes, but the Entrant and at least one of the Entrant’s students must personally appear in the video. Submitted videos will be posted on the Contest Website after they have been screened by Sponsor.

All eligible Entries (as determined by Sponsor) will be posted on the Contest Website through 11:59:59 p.m. PST on October 29, 2012 and visitors to the Contest Website will have the opportunity to rate each video with a score between one (1) and five (5), one (1) being the lowest score and five (5) being the highest score. Visitors may only rate each video one time during the Contest Period. Visitors’ ratings during this entry phase do not determine the Entrant’s score.

Any video deemed inappropriate or unsuitable for posting, in Sponsor’s sole discretion will be disqualified and will not appear on the Contest Website. Postings will be immediate; however, there may be a short delay between video submission and posting of the video.

Any Entry material or portion thereof that is, in the Sponsor’s sole discretion, obscene, profane, lewd, defamatory, contains any content unsuitable for broadcast, or otherwise violates or infringes (or may infringe) any trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the Entrant.

Therefore, clothing worn in the video should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials. Please note, if an Entry includes any third-party materials (including but not limited to, any copyright, trademark, logo or mark that identifies a brand), the owner of such trademark, brand, copyright, logo, etc. may insist that his trademark, brand, copyright, logo, etc. be removed from the site.

Consequently, the Entrant’s entry will be removed from the site immediately and the Entrant would be disqualified from the Contest. Entries must be suitable for broadcast as determined in the sole discretion of Sponsor. No Entry shall contain any content or performance that has been broadcast or streamed, published, or televised on television or as part of a recording of a motion picture film or television program. Entrants may not copy or otherwise plagiarize the Entry material from any source.

Any digital video that is not of satisfactory quality (i.e. brightness, focus, volume) to be streamed online will likely be rejected, at Sponsor’s sole discretion. Sponsor has the sole discretion to determine whether a video qualifies as an Entry. Any Entry not in compliance with the above and does not meet the Contest Website requirements will be disqualified.

Entrant hereby represents and warrants that: (1) the Entry submitted is performed by the Entrant and the participating students, and has not won any previous awards or competitions; (2) the Entrant must have the full and exclusive right and authority necessary to submit the Entry in the Contest (including parental permission in accordance with his or her school or district’s guidelines for publishing materials to the public Internet) and to grant the rights granted herein and in the grant of rights set out in rule 8 (“Grant of Rights”) without permission from or payment to any third party; and (3) Entrant meets all the eligibility requirements and has not engaged in any of the disqualifying activity set forth herein.

All Entries submitted become the property of the Sponsor and will not be returned. Normal internet access and usage charges imposed by Entrants’ online service will not be reimbursed. No information regarding entries or judging, other than as set forth in the Official Rules will be disclosed. Each Entrant grants to Sponsor the right to use, publish, and broadcast his/her name, voice, picture, portrait, image, likeness and Entry in all media and types of advertising and promotion. Each Entrant certifies that he/she has personally appeared in the video.

Sponsor reserves the right to edit, rewrite, remix, reproduce, or otherwise make changes, additions or alterations to, or deletions from all or any part of the Entry. Any Entry deemed in violation of the Official Rules, as determined by Sponsor in its sole discretion, will not be accepted and will be deemed ineligible to win any prizes. Incomplete, unreadable, or unintelligible Entries will be disqualified.

PRIZES AND APPROXIMATE RETAIL VALUE:

Three Grand Prizes (one per school segment as described below) will be awarded to the school listed on each winning Entry: The approximate retail value of each prize is between \$10k and \$35k. The prizes vary upon grade level and are as follows:

WINNING PRIZES:

Company	Grade Level		
	K-5 (4-10 Years Old)	6-8 (10-14 Years Old)	9-12 (14-18 Years Old)
eInstruction \$20,484	Insight 360™ bundle: <ul style="list-style-type: none"> • Mobi 360™ • 32-pad Pulse 360™ class pack 	Insight 360™ bundle: <ul style="list-style-type: none"> • Mobi 360™ • 32-pad Pulse 360™ class pack 	Insight 360™ bundle: <ul style="list-style-type: none"> • Mobi 360™ • 32-pad Pulse 360™ class pack
	Mobi Student-Centered Learning Pack™	Mobi Student-Centered Learning Pack™	Mobi Student-Centered Learning Pack™
	eInstruction® DualBoard™ (wall mount included)	eInstruction® DualBoard™ (wall mount included)	eInstruction® DualBoard™ (wall mount included)
	1 Day of On-site Product Training	1 Day of On-site Product Training	1 Day of On-site Product Training
	\$500 for prize installation/assembly	\$500 for prize installation/assembly	\$500 for prize installation/assembly
	\$500 for celebratory party	\$500 for celebratory party	\$500 for celebratory party
	Shipping costs for prizes	Shipping costs for prizes	Shipping costs for prizes
FableVision \$4,150	Stationery Studio Deluxe	Animation-ish	Animation-ish
	Big Screen Books		Words and Their Stories
StarrMatica \$50,000	District License	District License	
InFocus \$2,277	IN 2126 Classroom Projector	IN 2126 Classroom Projector	IN 2126 Classroom Projector
Adaptive Curriculum \$1,500		Math and Science Class Pack	Math and Science Class Pack

* All prices are U.S. Education List Price in USD.

JUDGING:

All eligible Entries will be judged by a panel of judges, to determine the top 5 Finalists per each of the three school segments (grades K-5; 6-8; and 9-12), on or about October 31, 2012, on the basis of the following judging criteria:

- Effectiveness of demonstrating use of technology in the classroom (40%);
- The extent to which the entry demonstrates collaboration between the student(s) and teacher(s) in creating the video (40%); and
- Overall creativity and spirit of the entry (20%).

The top 5 Finalists per school segment will be posted on flipyourclassroom.einstruction.com, beginning 06:00:00 a.m. PST on November 1, 2012 through 11:59:59 p.m. PST on December 7, 2012, to be viewed by members of the general public who will be asked to vote for their favorite Entry per each of the three school segments ("Voting Period").

The online consumer votes will determine 40% of Entrant's final score and the panel of judges at eInstruction will determine 60% of Entrant's final score. The three Finalists (one per each category) with the top overall scores will each win a Grand Prize for their schools. In the event of a tie during the judges' phase or after the Entrants' scores have been tabulated, tied Entries will be re-judged by the judges based solely on Effectiveness of demonstrating use of technology in the classroom. Decisions of judges are final with respect to all matters relating to this Contest.

Winning is contingent on fulfilling all requirements set forth in these Official Rules.

VOTING:

The public voting will take place during the Voting Period as listed above in Rule #5 by visiting flipyourclassroom.einstruction.com or facebook.com/einstruction and following the voting instructions. Individuals must be 18 years or older to vote. Individuals may vote only one time during Voting Period. The use of robotic or automatic devices for voting is prohibited and Sponsor reserves the right to nullify all such votes and to disqualify from voting the responsible individual.

WINNER NOTIFICATION:

All Entrants will be contacted by phone and/or email.

The teachers who submitted the Grand-Prize winning entries will be required to execute and return an affidavit of eligibility, assignment of rights and liability/publicity release (where legal) within seven (7) days of notification attempt or an alternate winning school will be determined. The principal or other authorized administrator at the potential Grand Prize winning school may be contacted via telephone and will then be required to sign and return an Affidavit of Eligibility, Liability Release, and where legal, a Publicity Release within ten (7) days of notification attempt. Noncompliance within this time period will result in disqualification and another winning school will be determined.

Return of prize or prize notification as undeliverable may result in disqualification of submission and alternate winner determined.

Income and other taxes, if any, related to the prize are each winner's sole responsibility.

Sponsor's determination of winners is final. Sponsor, SocialWhirled, and their agents shall not be liable for inability to notify winners whether due to inaccurate entry information, change of phone number, email address, or otherwise.

GENERAL RULES:

By participating in the Contest, each Entrant agrees to these Official Rules and to the decisions of the judges, whose decisions are final and binding in all respects. AS A CONDITION OF ENTRY, ALL ENTRANTS MUST REVIEW AND ACCEPT THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND THE GRANT OF RIGHTS AGREEMENT PRIOR TO SUBMITTING AN ENTRY.

Entrants agree to sign all necessary releases, consents, and authorizations in connection therewith and to sign any additional documentation Sponsor may require in connection with the Contest and/or to effectuate the rights granted in the Grant of Rights. Unless otherwise prohibited by law, submission of entries constitutes permission to use the Entrant's name, likeness, biographical information, state/province/country, Entry and if applicable, any advertising materials developed, for advertising and publicity purposes, without compensation. Contest participation constitutes permission for Sponsor to share the participants' information with any of their partners (for prize fulfillment and future marketing programs).

If the tick box below is checked, Entrants consent to receiving future electronic messages from the Sponsor.

All personal information will be collected and stored by the Sponsor, whose address is set out in rule 12 below. Entrants are entitled to access, update, or correct this information.

All Entries will be declared made by the authorized account holder of the email address submitted at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on line service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry or voting process or the operation of the Contest or Contest Website; or violates the Official Rules or submission guidelines outlined in the Contest Website; or acts in an unsportsmanlike, disruptive, or inappropriate manner, or with intent to annoy, abuse, threaten, or harass any other person.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor and its agents are not responsible for technical, hardware, or software malfunctions, telephone failures of any kind, lost or unavailable network connections, lost, late, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest which may limit the ability to participate or by any human error which may occur in the processing of the submissions or votes in this Contest.

Sponsor reserves the right to cancel the Contest if it (or the voting) becomes technically corrupted, and it may in its sole discretion determine the winners from eligible Entries received per school segment prior to cancellation and all votes received prior to cancellation unless to do so would be prohibited by law. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and judges, which are final and binding.

In consideration of being entered into the Contest, and for other good and valuable consideration the receipt and sufficiency of which Entrant acknowledges, each Entrant (and participating student(s) and his/her parent/legal guardian) agree to the following Grant of Rights:

- Upon submission, all Entrants grant a royalty-free, irrevocable perpetual non-exclusive license in all Entry material contained in their Entry which becomes the sole property of Sponsor.
- Entrants (and participating student(s) and his/her parent/legal guardian) hereby assigns to Sponsor any and all right, title, and interest in the Entry Material, including all intellectual property rights therein. Sponsor and its designees and their respective licensees, sub-licensees, successors, and assigns (collectively, the "Rights Holders"), may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission, or notification to Entrant (or participating student(s) or his/her parent/legal guardian) or any third party.

- Each Entrant waives any so-called “moral rights” in connection with the Entry and shall not have any rights of approval as to any rights exercised by the Rights Holders. Each Entrant agrees that Entrant shall not be entitled to any compensation for any exercise of such rights beyond the consideration explicitly set forth herein.

SocialWhirled, LLC is the third-party administrator of this promotion. By participating in this promotion, whether by submitting content or by merely viewing the content, you are using the Services of SocialWhirled, LLC and you signify your agreement to (1) the SocialWhirled Terms of Service located at <http://socialwhirled.com/terms> and (2) SocialWhirled’s Privacy Policy located at <http://socialwhirled.com/privacy> and each are incorporated herein by reference.

LIMITATION OF LIABILITY:

ENTRANTS (AND PARTICIPATING STUDENT(S) AND HIS/HER PARENT/LEGAL GUARDIAN) HEREBY RELEASE AND DISCHARGE SPONSOR AND ITS ASSIGNS AND LICENSEES FROM ANY AND ALL CLAIMS AND DEMANDS ARISING OUT OF OR IN CONNECTION WITH THEIR USE OF THE VIDEO OR ANY ADS DEVELOPED, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS FOR DEFAMATION, INVASION OF PRIVACY OR RIGHT OF PUBLICITY. NEITHER SPONSOR, SOCIALWHIRLED, NOR THEIR AGENTS, EMPLOYEES, SUBSIDIARIES, OR AFFILIATED COMPANIES, OR THEIR ADVERTISING AND CONTEST AGENCIES, SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF OPPORTUNITY OR GOODWILL. IN ALL EVENTS, THE SOLE MAXIMUM LIABILITY OF SPONSOR, AND ITS RESPECTIVE AFFILIATES SHALL BE LIMITED TO THE APPROXIMATE RETAIL VALUE OF THE PRIZES SET FORTH HEREIN.

DISPUTES:

The Texas, USA court (state & federal) shall have sole jurisdiction of any controversies regarding the Contest and the laws of the state of Texas, USA shall govern the same. Each entrant waives any and all objections to jurisdiction and hereby irrevocably submits to the venue of those courts within the state of Texas, USA.

WINNERS:

For the names of the winners, available after December 11, 2012, visit flipyourclassroom.einstruction.com.

SPONSOR:

The Sponsor of the Contest is eInstruction Corp., 14400 N. 87th St., Ste. 250, Scottsdale, AZ 85260 USA.