

Discovery Education and Lockheed Martin

“Generation Beyond Video Challenge”

Official Rules

The following “Official Rules” form part of the promotion information and rules for the “Generation Beyond Video Challenge” (“**Competition**”), and should be read in conjunction with the Discovery Competition General Official Rules and Conditions:

<http://www.discoveryuk.com/discovery-competition-general-terms-and-conditions/>

For the avoidance of doubt if there is any inconsistency between these Official Rules and the Discovery Competition General Official Rules and Conditions, these Official Rules shall prevail.

1. These Official Rules are entered into by Discovery Education Europe Limited (“**Discovery**”), Lockheed Martin (“**Lockheed**”) (collectively known as the “**Promoters**”) and the entrant.
2. By entering this Competition, the entrant will be deemed to have read and understood these Official Rules and to have agreed to be bound by them. If the entrant does not agree with any of these Official Rules, they should not enter the Competition.
3. The Competition will run from **9:00 BST on Friday 22 September 2017** and closes on **20:00 GMT on Friday 15 December 2017** (the “**Competition Period**”). Entries received after this time will not be valid for entry into the Competition. Entries or claims that are incomplete or late or those not in accordance with all the entry instructions are invalid.
4. **Eligibility**
 - 4.1. Entrants must meet the eligibility requirements as specified herein. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of any prize.
 - 4.2. The Competition and its prize(s) are open and available to school children in the UK aged between 9 and 11 years old (“**Pupil**”) **on the date that they enter the Competition**. This excludes children of employees of the Promoters and their immediate families, the children of Promoter’s agents or anyone professionally associated with the Competition.
 - 4.3. Pupils must obtain either online or written parental or guardian consent to enter and claim the prize. The Promoters may ask the winner to provide proof of age.
 - 4.4. Each Pupil’s parent(s) or legal guardian(s) (“**Parent**”) unconditionally agrees to all conditions of these Official Rules on behalf of such Pupil, and further agrees to co-sign any required documents if such Pupil is chosen as a potential winner.
 - 4.5. By entering, the Pupils agree that receipt of any prize is conditional upon the Pupil providing personal data within a timeframe and in a form as required by a third party for the purposes of prize fulfilment only. More details can be found on Discovery’s website (<http://www.discoveryuk.com/privacy-policy/>).
 - 4.6. By entering, the winners agree to participate in any publicity or promotional activities as may be reasonably required by the Promoters with no recompense. The Promoters reserve the right to use the names and counties of winners in any publicity relating to the Competition.
 - 4.7. Furthermore, by entering the Competition, the Pupils agree that any personal information provided may be held and used only by the Promoters or their agents and suppliers to administer the Competition.
 - 4.8. Discovery reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that any Pupil or Parent associated with the entry has not agreed to or complied with these Official Rules.
 - 4.9. No purchase is necessary to enter the Competition.

5. Competition Description

- 5.1. An eligible Pupil will have the opportunity to create a video in accordance with the Challenge outlined in Section 7 below, either as an individual or as part of a team of 2-4 eligible Pupils (each such team of eligible Pupils, a “Team”).
- 5.2. There is a limit of one (1) entry per eligible Pupil, regardless of whether that Pupil participates as an individual or as part of a Team.
- 5.3. Prizes are described in Section 11 below. Note that there are separate prizes for winning individual Pupils and for winning Teams, and that the value of any associated cash prize awarded to a winning Team will be divided equally among the applicable Team members.

6. Parental Consent and Parental/Teacher Registration

- 6.1. Starting at **09:00 BST on Friday 22 September 2017** an eligible Pupil’s Parent must visit www.generationbeyondinschool.co.uk (“**Competition Website**”) and follow the on-screen directions to complete the online Parental Consent Form (“**Consent Form**”) and submit it so it is received in accordance with the directions found in the Consent Form. The Parent will also be prompted to set up a username and password for the Pupil during completion of the Consent Form. Alternatively the Pupil’s teacher (“**Teacher**”) can upload a Consent Form that has been signed by the Pupil’s Parent to the Competition Website and set up a username and password for the Pupil.
- 6.2. Once a Parent or Teacher submits the Consent Form, a registration page will appear online as a separate window (“**Registration Form**”), and the Parent/Teacher must complete the Registration Form prior to **20:00 GMT on Friday 15 December 2017**.
- 6.3. Username confirmation will be sent to both the Pupil and his/her Parent/Teacher at the email address provided in the Registration Form. Once the Parent/Teacher completes this process (and the Parent/Teacher completes the Entry Video submission described below in Section 8), the Pupil may use his/her username and password in order to complete his/her entry as described below in Section 8.
- 6.4. The entry must be completed, submitted and received no later than **20:00 GMT on Friday 15 December 2017**. **Note that Pupils participating as a Team will be responsible for first naming one (1) Pupil as the “Pupil Team Leader” for the Team, whose Parent will complete the Consent Form and Registration Form so that the Pupil Team Leader can subsequently submit the Team’s entry on behalf of the Team.**
- 6.5. **Prior to entry submission, the Pupil Team Leader must also visit the Competition’s entry page and upload Consent Forms for the other Pupils on the Team, as completed by the Parent of each of those Pupils.**
- 6.6. The Promoters hereby disclaim any liability for any disputes between Team members arising under or related to the Competition.
- 6.7. ***If the Parent of a participating Pupil (or in the case of a Team, the Parent of the applicable Pupil Team Leader) does not submit the Consent Form and the Registration Form described above in addition to completing the Entry Video submission described in Section 8 by the applicable deadlines stated above, the applicable Pupil and/or Team will not be permitted to enter the Competition. Further, Teams will be disqualified if a properly completed Consent Form is not received for each Team member.***

7. The Challenge

- 7.1. Pupils will be challenged to design the habitation module for the first crew to Mars. Orion is NASA’s first spacecraft designed for long-duration, human-rated deep space exploration. While Orion will stay docked to the spacecraft for its entire journey and will be the vehicle that brings the astronauts back down to Earth at the end of their mission, it is too small to live in for more than a few days. For long missions (beyond the three-day journey to the Moon, for instance), Orion will dock with a habitation module—a larger spacecraft that contains all the systems, supplies, research labs, and living space that would be needed to sustain a crew on a seven-month journey to Mars.

7.2 “**Entry Video**” defined in this clause. Pupils will present their Mars Mission habitation module through a one- to two-minute video (the “Entry Video”), which must include a visual representation of the habitation module.

8. **Entry Video Submission**

- 8.1 The Parent/Teacher of the applicable Pupil (or for an Entry Video created by a Team, the Parent/Teacher of the Pupil Team Leader) must create a registered user account at www.youtube.com and agree to all applicable terms at that site. Please note that YouTube is not a sponsor of this Competition.
- 8.2 The Parent/Teacher must upload the Entry Video and set the video’s privacy settings to Unlisted and provide the URL to the Pupil. The Parent/Teacher must continue to maintain the YouTube account and host the video with the same URL and settings through to 31 December 2018.
- 8.3 During the Competition Period, the Pupil must visit www.generationbeyondinschool.com.uk and login by using his/her username and password.
- 8.4 At the entry page, the Pupil will be prompted to provide the unique YouTube URL for his/her Entry Video, and provide any additional requested entry information (including a properly completed Consent Form for each additional Team member, if the Pupil is submitting an Entry on behalf of a Team).
- 8.5 Completed Entry Video URLs must be received between 9:00 BST on 22 September 2017 and 20:00 GMT on 15 December 2017. No Entry Videos URLs will be accepted before or after such period. Entry Videos may not be submitted in any other format or through any other digital channel.
- 8.6 If a Pupil wishes to update their Entry Video during the Competition Period, the Pupil can log into their Competition user account to update the associated YouTube video URL prior to **20:00 GMT** on 15 December 2017. After 20:00 GMT on 15 December 2017, no further updates or edits will be allowed, and any attempt by a Pupil or Parent/Teacher to do so may be grounds for immediate disqualification in the sole discretion of Promoters.
- 8.7 There is a limit of one (1) Entry Video per eligible Pupil, regardless of whether that Pupil participates as an individual or on an eligible Team of Pupils. Entry Videos received in excess of this limit will be void.

9. **Additional Entry Requirements and Restrictions**

- 9.1 Entry Videos must:
 - 9.1.1 **not contain any music of any kind;**
 - 9.1.2 be longer than 60 seconds, but not longer than 120 seconds;
 - 9.1.3 be in English; and
 - 9.1.4 be the original work of the applicable Pupil(s).
- 9.2 **Only the applicable Pupil(s) may appear in an Entry Video.** The likeness of any other person is prohibited.
- 9.3 Pupils must work on the development of their habitation module concept and record their Entry Video with minimal help or direction from others. Entry Videos which include non-Pupil work WILL NOT be accepted.
- 9.4 The Entry Video must not (including by way of inflection or gesture or otherwise) contain any defamatory matter or breach any contract or duty of confidence nor bring the Promoters into disrepute or subject it to criminal or civil proceedings, and does not incorporate any matter which constitutes contempt of court or breach any provision of law.
- 9.5 Pupils and their Parents/Teachers agree that, upon request by the Promoters, Pupils and their Parents will provide a digital copy of the Entry Video in native format, and remove the Entry Video from YouTube if/as directed by the Promoters.

10 Judging

- 10.1.1 All Entry Videos will first be screened to ensure they meet the entry criteria. A panel of qualified judges from Discovery, Lockheed and their partner organisations, as well as educators and science professionals will score qualifying Entry Videos using the following judging criteria:
 - 10.1.2 scientific knowledge (30%);
 - 10.1.3 creativity of habitation module (ingenuity and innovative thinking) (30%);
 - 10.1.4 effective communication (20%); and
 - 10.1.5 overall presentation (20%).
- 10.2 The highest scoring Entry Video submitted by an individual Pupil will be deemed the potential Individual Grand Prize winning Entry Video, and the highest scoring Entry Video submitted by a Team of Pupils will be deemed the potential Team Grand Prize winning Entry Video.

11 Prizes

- 11.1 Grand Prize Team winner school (the school at which the winner was enrolled at as of the date they entered the Competition) to receive a STEM possibility grant worth £5,000; team members (up to four team members) receive iPads loaded with Lockheed Martin apps and subscription to science journal / magazine (estimated total prizing cost to LM = £5,000 for STEM possibility grant + approximately £500 per iPad x 4 = up to £7,000 based on number of team members).
- 11.2.1 Grand Prize Individual winner school (the school at which the winner was enrolled at as of the date they entered the Competition) to receive a STEM possibility grant worth £5,000; individual winner receives iPad loaded with Lockheed Martin apps and subscription to science journal / magazine (estimated total prizing cost to LM = £5,000 + approximately £500 per iPad = £5,500).
- 11.2.2 Estimated total winner prizing based on above -- £12,500.

12 Winner Notification and Additional Prize Restrictions

- 12.2.1 The Parents/Teacher of the potential winner(s) will be notified by email and/or telephone (at Discovery's sole discretion) on or about April 15, 2018. If the winner does not respond to Discovery within seven (7) calendar days of being notified by Discovery, then the winner's prize will be forfeited and Discovery will be entitled to select another winner in the same manner.
- 12.2.2 The winner of the Prize will be required to comply with the laws, regulations and customs of the winner's country of residence, host countries, and conditions stipulated by prize providers.

13 Warranties

- 13.2 By participating, each Pupil and his/her Parent represents and warrants that:
- 13.2.1 the Pupil (or Team, as applicable) is the creator of the Entry Video;
 - 13.2.2 the Entry Video is wholly original;
 - 13.2.3 the Entry Video conforms to all requirements stated in these Official Rules and Discovery Competition General Terms and Conditions;
 - 13.2.4 the Entry Video does not contain confidential material nor infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
 - 13.2.5 the Entry Video has not previously been entered in any other competition;
 - 13.2.6 the Entry Video has not been previously published in any medium (apart from posting as an unlisted video on YouTube in accordance with these Official Rules), nor has it won any previous awards or recognitions; and
 - 13.2.7 the Pupil (or Team, as applicable) owns all rights to the Entry Video (including, without limitation, the copyrights in the recording and the performance contained therein).

13.2.8 if any portion of the Entry Video was filmed by anyone other than the applicable Pupil(s), then such person(s) has (have) granted the Pupil(s) all rights to the Entry Video, and that the Pupil/Team can and will give written copies of such permissions to Discovery upon request.

14 Ownership and Intellectual Property

14.2 All Entry Videos and any accompanying material submitted to the Promoters will become the property of the Promoters on receipt and will not be returned.

14.3 By submitting the Entry Video and any accompanying material, the Pupil(s) agree to:

14.3.1 assign to the Promoters all intellectual property rights in the Entry Video with full title guarantee; and

14.3.2 waive all moral rights, in and to the Entry Video and otherwise arising in connection with the entry to which the Pupil(s) may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and all similar legislation from time to time in force anywhere in the world.

14.4 By entering this Competition, Pupils and their Parents agree that all intellectual property rights will vest in Promoters.

14.5 Pupils and their Parents agree to indemnify the Promoters against any losses the Promoters incur as a result of any content they have provided which infringes a third party's intellectual property rights.

14.6 Pupils and specifically the winner of the Prize irrevocably agree that the ownership of all intellectual property rights of their entry, including but not limited to copyrights, shall belong exclusively to Promoters and are hereby assigned to Promoters worldwide and in perpetuity. As one of the conditions for confirmation of a winner of the Prize, and entry to the Competition, a Pupil shall, if required by the Promoters, execute any such documents as may be necessary to evidence or secure to the Promoters the rights granted under this paragraph.

14.7 Pupils agree that the Promoters may, but are not required to, make the Entry Video available on their co-branded website and any other media, whether now known or invented in the future, and in connection with any publicity relating to the Competition. The Pupils agree to grant the Promoters a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Entry Video and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry Video and any accompanying materials for such purposes.

15 General

15.2 Nothing herein shall constitute an employment, joint venture, or partnership relationship between any Pupil and the Promoters.

15.3 In no way is any Pupil to be construed as the agent or to be acting as the agent of the Promoters.

15.4 The Promoters reserve the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.

15.5 In the fullest scope admitted by generally binding provisions of local law:

15.5.1 The Promoters shall not be liable for any damage, loss, injury or disappointment suffered by any Pupil entering the Competition or as a result of accepting the Prize.

15.5.2 The Promoters shall not be liable for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading of any materials in the Competition.

15.5.3 However, nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.

15.6 Under English law, the Promoters shall not be liable to pay any tax on the Prize. If any applicable taxes are due on any element of the Prize such taxes shall be paid by the winner, to the fullest extent permitted by law. It is the responsibility of winners to report their Prize to the relevant authorities and to pay any applicable tax or duties including without limitation customs duty and related taxes, if and when applicable.

15.7 In the event of any dispute the decision of the Promoters is final and no correspondence will be entered into.

15.8 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Official Rules.

15.9 The invalidity, illegality, or unenforceability of the whole or any part of the Official Rules does not affect or impair the continuation in force of the remainder of the Official Rules.

15.10 These Official Rules shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

16 Promoter's details:

Discovery Education Europe Limited. Registered office: Discovery House, Chiswick Park Building 2, London, W4 5YB, United Kingdom. Company number: 03261277.

Lockheed Martin UK Ltd. Registered office: Building 7000, Langstone Technology Park, Langstone, Havant, Hampshire, PO9 1SW, United Kingdom. Company number: 02372738.