

Terms and conditions for the Discovery Education and COBIS Coding Challenge (the "Competition")

By entering the Competition, you agree to be bound by these terms and conditions (these "**Terms and Conditions**"). Promotional materials relating to the Competition, including all information on how to enter the Competition, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.

1. The promoter of this Competition is Discovery Education Europe Limited, One Lyric Square, London W6 0NB, UK ("**Discovery Education**").
2. Participants must be teachers on behalf of their students aged between 5 and 12 years old, who teach at a Council of British International Schools (COBIS) school or MoD schools and BSME, FOBISIA, LAHC, NABSS and AoBSO member schools by invitation. Employees and agents of Discovery Education, COBIS or any of their subsidiary or affiliated companies and their immediate families and members of their households, and anyone otherwise connected with operation or fulfilment of the Competition are not eligible to take part. Entries which do not comply with these Terms and Conditions will be void and will not be entered. Discovery Education reserves the right to require participants to prove that they are eligible. If the winner is found to be ineligible, Discovery Education reserves the right to award the prize to another participant and to require the return of any prize already awarded.
3. The Competition commences at 00:01 UK time on 21st February 2022 and all entries must be received by 18:30 UK time on the closing date of 1st April 2022..
4. To enter the Competition you must first register with your name, school email address, school address and telephone number via the form on the COBIS website and complete the "A Difficult Journey" challenge. Entrants will then need to submit up to three (3) apps created by their students using the Discovery Education Coding product by email to uk@discoveryed.com including their school name, student(s) names who created app, school email address and telephone number together with the details of your entry using the entry form template provided. Entries submitted by any other means will not be accepted: only those submitted via the official email method of entry. Use of script, macro or any automated system to enter the Competition is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries will be rejected. Participants may only win one prize per person, irrespective of the number of entries submitted.
5. The prizes to be won are: one (1) First Prize of \$250 Amazon voucher, one (1) Second Prize of \$150 Amazon Voucher and one (1) Third Prize of \$100 Amazon voucher. The winner is also personally responsible for any personal or incidental expenses and any VAT, national and/or local tax liabilities incurred in claiming or using the prize. The prize is as stated and is non-exchangeable and non-transferable. There is no cash or other alternative to the prize in whole or in part. By participating in the Competition, participants acknowledge that the prizes are awarded on an "as is" basis, and that neither Discovery Education nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prizes. The prizes are subject to the terms and conditions of Amazon which can be found at <https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=201909000>.
6. The winners of the Competition will be the student(s) who create the app that most closely follows the Competition brief as well is awarded the most points by the panel of judges for meeting the judging criteria. The winners will be selected by 30th April 2022, by a panel of judges including at least one independent member and the judges' decision is final.
7. Winners agree that any copyright and other intellectual property rights vesting in their entry to the Competition will be owned by Discovery Education and by entering the Competition participants undertake to execute all such documents as are reasonably required by Discovery Education to perfect the transfer or assignment of all rights in and to the winning apps to Discovery Education. Participants hereby represent and warrant that they have all rights

necessary to grant the rights provided for in this paragraph 7, and that all materials forming part of their entry to the Competition, and any use of such materials by or on behalf of Discovery Education, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.

Furthermore, participants represent and warrant that they have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create and/or be featured in their entry and that their entry to the Competition fully complies with these Terms and Conditions and: (a) is their original work and does not include the work of a third party, or if it does include such work that they have obtained all rights, licences, and permissions necessary, in writing and will provide these to Discovery Education upon request; (b) has not previously been submitted in any competition or other promotion and has not won an award or prize of any kind; (c) does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living, or dead without permission (proof of which must be provided to Discovery Education upon request); (d) does not include trade marks, logos, or copyright protected material which belongs to third parties without permission (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media); (e) is not subject to any third party agreements and Discovery Education will not be required to pay or incur any sums to any person or entity as a result of its use (as set out in these Terms and Conditions) or the exploitation of the idea or video or rights therein; (f) does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Discovery Education or any other individuals and/or entities (the determination of which shall remain in the sole discretion of Discovery Education); (g) does not contain pornographic or sexual content, hateful or discriminatory content of any kind (including racism, sexism, etc.), does not contain content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content (the determination of which shall remain in the sole discretion of Discovery Education); (h) does not include threats of any kind or anything that may intimidate, harass, or bully anyone, or invade the privacy of any person (the determination of which shall remain in the sole discretion of Discovery Education); (i) does not violate any applicable local state, provincial, national or international law or include any content that would encourage or provide instructions for a criminal offence; (j) does not feature, refer to, or mention any brands competing with Discovery Education; and (k) does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of Discovery Education's hardware or software systems. Discovery Education reserves the right to remove or temporarily suspend from the Competition any content submitted if it suspects any breach of these Terms and Conditions or if it receives any complaint from a third party relating to such content.

8. The winners will be notified no later than 7th May 2022 via the school email address provided on the entry form and the prizes will be sent to the same school email address. If any emails to the winner are returned as undeliverable Discovery Education reserves the right to award the prize to another participant. If a winner has not claimed their prize by the date specified in the notification of winning, Discovery Education reserves the right to award the prize to another participant.
9. The provision of the prize does not imply endorsement by Discovery Education of Amazon or any other third parties concerned in any way with the Competition. Any complaints or queries relating to the use of the prize should be directed to Amazon.
10. By entering the Competition, participants agree to have their name and photograph featured in publicity materials relating to the Competition without further reference, payment or other compensation if they win a prize. This includes making their names as winners available on the Discovery Education and COBIS websites and on Facebook, Twitter and LinkedIn from 8th May 2022. Details of the winners will also be made available to participants and the public on request by sending an email to uk@discoveryed.co.uk no later than 30th May 2022.
11. Although the Competition may be featured on Twitter, Facebook and LinkedIn, it is in no way sponsored, endorsed, administered by, or associated with Twitter, Facebook or LinkedIn and you agree that Twitter, Facebook or LinkedIn are not liable in any way. You are providing

information to Discovery Education and not to Twitter, Facebook or LinkedIn. The information you provide will only be used for the purposes referred to in clause 13 below.

12. Discovery Education and COBIS will collect and process participants' personal information and it will be shared with each other to the extent necessary in order to conduct the Competition including for the prizes to be delivered to the winners. If participants do not provide any of the mandatory information requested when entering and taking part in the Competition, their entries will be void. Participants' names and other personal details from their entry to the Competition will be collected and stored by Discovery Education and COBIS, and held in accordance with the applicable Discovery Education [privacy policy](#) and COBIS [privacy policy](#) in place from time to time.
13. Discovery Education reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Discovery Education that could corrupt or affect the administration, security, impartiality or normal course of the Competition. Neither Discovery Education nor any of its subsidiary or affiliated companies are responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of any supplier selected by Discovery Education to provide a prize or otherwise that may cause the Competition to be disrupted or corrupted, or that may lead to loss or damage of a prize in transit to a winner.
14. Save where it has been negligent, Discovery Education will not be responsible for any damage, loss or injury resulting from participants' entry into the Competition or their acceptance and/or use of a prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit their ability to participate in the Competition. Discovery Education will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries. Nothing in these Terms and Conditions shall in any way limit Discovery Education's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.
15. Any participant who enters or attempts to enter the Competition in a manner, which in Discovery Education's reasonable determination is contrary to these Terms and Conditions or by its nature is unjust to other entrants (including without limitation tampering with the operation of the Competition, cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other entrants or Discovery Education and/or any of its agents or representatives) may be rejected from the Competition at Discovery Education's sole discretion. Furthermore, where such actions have significantly impaired the Competition, Discovery Education may, at its sole discretion, add further stages to the Competition as it deems reasonably necessary in order to resolve any problems arising as a result of such actions.
16. All Discovery Education's decisions in relation to the Competition are final and Discovery Education will not enter into any correspondence with participants.
17. These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition or these Terms and Conditions.