

# Defined Difference Makers Competition Terms & Conditions

Defined Learning, LLC (doing business as "Defined") is pleased to invite educators to participate in the Defined Difference Makers Competition! This competition recognizes educators who exemplify excellence in implementing Defined's platforms to create authentic, career-connected learning experiences. The competition celebrates teachers who transform their classrooms through performance tasks and project-based learning while developing students' future-ready skills.

A growing body of research supports that deeper learning and project-based learning contribute to student achievement and lifelong success. Studies show that directed growth in future-ready skills is possible, with demonstrated improvement in students' academic performance.

**Goal of the Competition:** The purpose of the Competition is to recognize educators who have successfully implemented Defined's platforms in their classrooms while providing Defined with feedback and user experience stories to enable continuous improvement of our products. The Competition also aims to generate authentic content showcasing real classroom implementation and build a library of high-quality testimonials and success stories. Here's what you can expect from participating in the Competition:

- 1. What Will Participants Receive from Defined?** Category winners will receive a \$100 gift card, runners-up will receive a \$50 gift card, and all participants will receive public recognition as a Defined Difference Maker. All qualified submissions may also receive additional Defined-branded items at Defined's discretion.
- 2. What Will Defined Receive from Participants?** Upon submission of your entry, Defined will receive your video submission, written reflection, and other content as specified in the competition guidelines. This content will be used to showcase effective implementation of Defined's platforms and may be shared for marketing and promotional purposes.

## Competition Agreement

This is a Competition Agreement ("Agreement") by and between Defined Learning, LLC, with offices located at 900 Skokie Blvd., Northbrook, IL 60062 ("Defined") and the Educator or School referenced in the entry submission to the Defined Difference Makers Competition. This Agreement sets forth the expectations of Defined and Participants for the Defined Difference Makers Competition (the "Competition").

**A. Competition Terms.** The following terms are applicable to participation in the Competition:

- 1. Summary and Purpose of the Competition:** The Defined Difference Makers Competition recognizes educators who exemplify excellence in implementing Defined's platforms to create authentic, career-connected learning experiences. The purpose of the Competition is to celebrate teachers who transform their classrooms through performance tasks and project-based learning while providing Defined with non-personally identifiable feedback and user experience stories to enable Defined to continuously improve its platforms.
- 2. Defined Competition Tasks:** Defined will provide a platform for submission of entries, will review all qualifying submissions, and will select winners according to the judging criteria outlined in the competition guidelines. Defined will also award prizes to category winners and runners-up as specified in the competition guidelines.
- 3. Participant Competition Tasks:** Participants will submit a video (2-4 minutes) covering implementation of Defined's platforms, including information about themselves, their teaching context, the Defined task implemented, customization approach, impact on student engagement/learning, development of future-ready skills, and a memorable moment from the implementation. Participants will also provide a written reflection (under 300 words) on how their

Defined experience connected classroom learning to careers.

4. **Right to Use Results of Competition:** Participant transfers to Defined all rights to the videos, written reflections, or other work product Participant may provide to Defined during participation in the Competition. Defined reserves the right to use such materials for marketing and promotional purposes across all channels. By submitting an entry to the Competition, Participant grants Defined permission to publicly disclose the Participant's name, school, and participation in the Competition, and to use any Participant feedback, quotes, user stories, or comments for marketing or publicity purposes. Participant may withdraw from the Competition at any time prior to submission; however, once a submission is made, Defined will own all right, title and interest to the submitted materials.

**B. Additional Terms.** The following terms are also applicable to the Competition:

1. **Definitions.** As used in this Agreement, the following terms shall mean: a) "Defined Materials" means all platforms, resources, and services offered by Defined including Defined Learning and Defined Careers. b) "Agreement" means these terms and conditions. c) "Competition" means the Defined Difference Makers Challenge and all associated activities. d) "Submission Materials" means all videos, written reflections, and other content submitted by Participant as part of the Competition.
2. **Student Privacy Requirements.** To protect student privacy and comply with educational privacy regulations, Participants must adhere to the following guidelines when submitting student work samples: a) DO NOT include any student names, faces, or personally identifiable information in any submissions (including videos, photos, written work, or testimonials). b) All student work must be completely anonymous with all identifying information removed. c) Acceptable submissions include:
  - Work samples with names and identifying details redacted
  - Project photos that do not show students' faces
  - Descriptions of student reactions or quotes without attributing them to specific students
  - Classroom images showing student work where no individuals can be identified d) By submitting student work samples, Participant confirms that:
    - Participant has complied with all school/district policies regarding sharing of student work
    - The materials contain no personally identifiable student information
    - Participant understands that Defined may use these anonymous materials for promotional, educational, and marketing purposes
3. Defined is committed to protecting student privacy while celebrating classroom success stories.
4. **LIMITATION ON DAMAGES.** DEFINED'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO THE PARTICIPANT AS PART OF THIS COMPETITION. IN NO EVENT SHALL DEFINED BE LIABLE TO PARTICIPANT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.
5. **WARRANTY AND LIMITATIONS.** EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, DEFINED EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. PARTICIPANT SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT THEIR PARTICIPATION IN THE COMPETITION COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH THEY ARE A PARTY.
6. **Termination.** Defined may terminate this Agreement and the Competition for any reason or no reason, upon written notice. Upon termination of this Agreement for any reason, Defined will retain all rights to submitted materials as described herein.

By submitting an entry to the Defined Difference Makers Competition, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.