

**HISTORY® PICK AND TELL STUDENT CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE REQUIRED TO ENTER OR WIN FOR FIFTH (5<sup>th</sup>) SIXTH (6<sup>th</sup>) SEVENTH (7<sup>th</sup>) and EIGHTH (8<sup>th</sup>) GRADE STUDENTS FROM AN ACCREDITED PUBLIC, PRIVATE AND HOME SCHOOL IN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. VOID WHERE PROHIBITED BY LAW**

- 1. CONTEST DESCRIPTION:** The **HISTORY® Pick and Tell Student Contest** (“Contest”) begins at 12:00:00AM Eastern Time (“ET”) on Sunday, April 1, 2012 and ends at 11:59:59PM (ET) on Tuesday, May 1, 2012 (“Contest Period”). HISTORY® invites America’s youth to search for and tell us about the artifacts, collectibles, and unique items in your own communities. What historical items have you discovered? What did you “Pick”? Show us and tell us.
- 2. ELIGIBILITY:** The Contest is open to fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) grade students in any accredited public, private, and home school in the fifty (50) United States and the District of Columbia. Employees of A&E Television Networks, LLC (“Sponsor”), its respective parent companies, affiliates, subsidiaries, Officers, directors, employees, contractors, representatives and agents and each of its respective immediate families and household members and any individuals involved in the competition judging and each of their immediate family members (collectively “Released Parties”), are not eligible to enter this Contest. No entries will be accepted without a completed Official Contest Entry Form. Each student may enter only once. Void outside the fifty (50) United States, and where prohibited or otherwise restricted by law. Subject to federal, state, and local laws. By entering the Contest, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding.
- 3. HOW TO ENTER:** During the Contest Period students must go to [www.history.com/classroom](http://www.history.com/classroom), download the online Official Contest Entry Form, and submit via **U.S. Mail**, the completed entry form, a written description of five hundred (500) words or less about an item they have found of historical interest, which can be related to local or community history, or any American history topic that interests you most. (“Description”), photographs (“Photo”) OR video footage (“Video”) adequately depicting the item and that supports the Description (collectively the “Entry”) to: **Pick and Tell Student Contest, c/o Corporate Outreach Department, A+E Networks, 235 East 45<sup>th</sup> Street, New York, New York, 10017.**

**DESCRIPTION:** Description must contain no more than five hundred (500) words and must be typed in English. Use of proper English grammar may be considered by the judges; **AND**

**VIDEO:** Video shall not exceed five (5) minutes in duration; **OR**

**PHOTOS:** Photos may be color or black and white, and no larger than 8x10 in size

**Regardless of format, Entry must NOT:**

- Have been previously published
- Have previously won any prizes in a promotion of any kind
- Contain material that, in the sole discretion of Sponsor:

- Disparages any person, Sponsor and/or any of its affiliates' products, competitors, or any of the Sponsor affiliated with sponsoring, promoting or administering this Contest, or other companies;
- Violates or infringes upon the copyrights, trademarks, or privacy, property, publicity or other intellectual property rights of any person or entity, without permission;
- Includes brand names, copyrighted work or trademarks/logos that may infringe on rights of any third party;
- Appears to duplicate any other submitted Entries;
- Is hateful, tortuous, defamatory, slanderous or libelous;
- Promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Contains any third party personal identification, such as personal names or e-mail addresses, without permission;
- Contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Contains look-alikes of celebrities or other public or private figures, living or dead, without permission;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- Promotes any activities that may appear unsafe or dangerous;
- Is unlawful or in violation of any law;
- Contains any nudity, sexually explicit, lewd, offensive, disparaging or other inappropriate content;
- Is unsuitable to be entered into this Contest for any reason whatsoever, at Sponsor's sole discretion; and/or
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor and/or the Sponsor wish to associate, in Sponsor's sole discretion.

As a condition of entering the Contest, each entrant warrants and represents that the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Entrant agrees that the Sponsor is not responsible for any unauthorized use of Entries by third parties. Sponsor does not guarantee the approval of any Entry and any/all approval is in their sole discretion. At any time during the Contest, even if the Entry is already approved, if Sponsor determines that an Entry is not in compliance with these Official Rules, the Entry will be disqualified and will not be eligible to win a prize. Entrants agree that they will not use the Entry for any other purpose, including, without limitation; posting the Entry to online social networks, other websites on the internet, submit Entry to other contests, sweepstakes, or for use in any other manner without the prior consent of Sponsor.

**ALL ENTRIES MUST BE POSTMARKED NO LATER THAN MAY 1, 2012 AND MUST BE RECEIVED BY 4:59:59PM (ET) ON MAY 8, 2012.** No late, incomplete, forged or altered Entries will be accepted. All Entries and other materials become the exclusive property of Sponsor and will not be returned or acknowledged. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By entering this Contest, unless prohibited by law, each Entrant grants to Sponsor the right to use, display, distribute or publish such Entrant's name, likeness, photograph, voice, address (city and state), biographical information, and any material based thereon or derived there from, or to refrain from so doing, in any manner in any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with this Contest or as Sponsor

otherwise determines in its sole discretion, and for purposes of advertising or trade in promoting or publicizing Sponsor, its products and/or services, without compensation. Acceptance of a Prize (defined below) constitutes a waiver of any claims to compensation, royalties, or other remuneration for such use.

4. **JUDGING:** Three (3) Winners will be selected by a panel of history educators empanelled as judges by Sponsor (“Judges”) on or about May 31, 2012 from all eligible Entries received by the dates specified above, whose decisions are final on all matters relating to this Contest, of which will be based upon the following criteria (“Criteria”):
- 25% for relevance to American history
  - 35% creativity and originality
  - 40% for clarity of Description

In the event of a tie, the tied Entries will be reviewed by an additional judge who will serve as a tiebreaker and who will evaluate the Entries according to the Judging Criteria listed above. The Entrants who have submitted the potential winning Entries will be notified via phone, or express or regular mail on or about June 1, 2012.

5. **PRIZES AND ODDS OF WINNING:** One (1) Grand Prize winner will receive Ten Thousand Dollars (\$10,000.00) issued to the Grand Prize winner or his/her parent or legal guardian in the form of a scholarship. Grand Prize winner will also receive two (2) roundtrip coach tickets on an airline selected by Sponsor, hotel accommodations in Washington D.C., roundtrip ground transportation in the destination city between airport, hotel; the Approximate Retail Value (“ARV”) of Grand Prize is Thirteen Thousand Five Hundred Dollars (\$13,500.00). One (1) First Prize winner will receive Three Thousand Five Hundred Dollars (\$3,500.00) issued to the Grand Prize winner or his/her parent or legal guardian in the form of a scholarship. One (1) Second Prize Winner will receive One Thousand Five Hundred Dollars (\$1,500.00) issued to the Grand Prize winner or his/her parent or legal guardian in the form of a scholarship. Additional prize restrictions, limitations and exclusions may apply. Odds of winning depend upon the number and quality of eligible Entries received. All Prizes will be awarded (assuming a sufficient number of eligible Entries are received and, after reasonable attempts, winners are verified). The Prize winner(s) may not substitute, assign or transfer any prize or redeem any non-monetary prize for money. Sponsor reserves the right in its sole discretion to substitute any prize (or prize component, if applicable) with one of equal or greater value. Sponsor is responsible only for delivery of each prize and is not responsible for prize utility, quality or otherwise. Taxes, fees, and any other costs associated with acceptance and use of a Prize, are the sole responsibility of the Prize winner.
6. **PRIZE WINNER VERIFICATION AND PRIZE DELIVERY:** Each Prize winner may be required to sign an affidavit of eligibility and liability release, background authorization form, and/or IRS Form W-9, and, where permitted, a publicity release (collectively, “Affidavit”) prior to delivery of the Prize. If a potential winner does not respond within seven (7) days of the first winner notification attempt, or if their Prize notification or Prize is returned as undeliverable or unclaimed, or if such potential winner’s Affidavit is not returned within seven (7) days after it was mailed to winner, or if such potential winner declines a prize for any reason prior to award, is found to be ineligible or cannot or does not comply with these Official Rules, such potential winner may be subject to disqualification, their prize subject to forfeiture, and an alternate winner may be selected. Affidavit will include, among other things, a representation of the Video and Photo originality, and a grant to Sponsor of all rights to the Video including the right associated with posting winner’s Video on its Website. Each Winner selected is deemed to be a potential winner until eligibility is verified in

accordance with these Official Rules and upon the review of the Registration Information and return and review of the Affidavit/Release (and any other documentation requested) by Sponsor. Each Prize winner agrees to Sponsor's use of Prize Winner's name, city, state, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. A Prize winner may be issued an IRS Form 1099 for the ARV of the Prize(s) awarded in this Contest. Grand Prize winner and/or their travel companion are responsible for all costs and expenses not expressly provided for above, including, without limitation, additional meals, incidentals, additional ground transportation, souvenirs, tips, telephone calls or other personal expenses or hotel charges incurred during the trip. Travel companion is subject to same eligibility requirements as winner, and must be at least 18 years of age or older and be the parent or legal guardian of the Grand Prize Winner as further stated in these official rules. Prize arrangements must be made through Sponsor's agent. Certain travel restrictions may apply. All federal, state and local taxes as well as all other costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Grand Prize winner and their travel companion must travel together on the same roundtrip itinerary from the departure city to the destination city.

7. **GENERAL CONDITIONS:** This Contest is void outside the fifty (50) United States and the District of Columbia, and where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. This Contest will be governed by the internal laws of the State of New York. Any and all legal actions or claims arising in connection with this Contest will be resolved individually, and without resort to class action, and must be brought in a court of competent jurisdiction located in New York County, New York. Released Parties are not responsible for: (a) late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due or misdirected Entries, e-mails or other communications; (b) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines; (c) data corruption, theft, destruction, loss, unauthorized access to or alteration of entry materials; or (d) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's e-mail account to receive e-mail messages. The use of automated software or computer programs to register or to enter this Contest is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Contest. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Contest and to hold a random drawing from among all eligible, non-suspect Entries received prior to such action, if any virus, bug, technical failure, unauthorized human intervention or other cause outside of Sponsor's control corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest. In the event of any such modification, cancellation, termination or suspension, a notice of such action will be posted on the Website, if functioning. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of their Contest Entries) from this Contest or any other promotion conducted now or in the future by Sponsor or any of its affiliated companies, if entrant tampers with the entry process or if entrant's act of fraud or misconduct affects the integrity of this Contest, in any way. Sponsor reserves the right to correct clerical or typographical errors in any promotional materials. By participating in this Contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that entrant is eligible to participate in this Contest. In addition, each entrant by participating in this Contest, agrees on entrant's behalf (and on behalf of entrant's heirs, assignees, executors and administrators) to release, discharge, indemnify and hold the Sponsor harmless from and against any and all liability, loss or damage of any kind, to persons, or property, including death, resulting in whole or in part, directly or indirectly, from entrant's participation in this Contest, or any Contest-related activity, or from the award, acceptance, possession, misuse or use of any prize or participation in any prize-

related activity. **ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**

**8. CAUTION. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THOSE MAKING SUCH ATTEMPTS TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. NAMES OF WINNER(S):** To obtain a list of names of Prize winner(s), send a self-addressed, stamped envelope to: "Pick and Tell Student Contest, c/o Corporate Outreach Department, A+E Networks, 235 East 45<sup>th</sup> Street, New York, New York, 10017 All requests must be received on or before August 31, 2012. Names of Prize winner(s) will be sent after selection and verification of winner(s).

**10. SPONSOR:** A&E Television Networks, LLC, 235 East 45<sup>th</sup> Street, New York, NY 10017.

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