



History™ “**KING STUDENT ESSAY CONTEST**”
2008 OFFICIAL RULES

THIS CONTEST IS INTENDED FOR PARTICIPATION ONLY BY 9th THROUGH 12th GRADE STUDENTS IN ACCREDITED PUBLIC SCHOOLS LOCATED WITHIN THE SCHOOL DISTRICT OF PHILADELPHIA

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **CONTEST DESCRIPTION:** History “**KING STUDENT ESSAY CONTEST**” (“Contest”) is a contest in which ninth through twelfth grade students in accredited public schools within the School District of Philadelphia submit a one (1) page essay of 500 words or less on any aspect of the life and/or legacy of Dr. Martin Luther King, Jr. Contestants are encouraged to view the original two-hour documentary *King* which airs on **History** on Sunday, April 6th at 8PM/7c. Entry submissions will be accepted beginning April 20, 2008. All entries must be postmarked no later than May 30, 2008, and received no later than June 7, 2008.
2. **ELIGIBILITY:** This Contest is open only to ninth through twelfth grade students in accredited public schools within the School District of Philadelphia. Employees of A&E Television Networks (“Sponsor”), and each of their parents, affiliates, subsidiaries, advertising and promotional agencies, prize providers, participating retail locations and each of their respective officers, directors, employees and members of the immediate family and persons living in the same household of each are ineligible. Contest ends at 11:59:59 PM (ET) May 30, 2008.
- 3.

TO ENTER/ CONTEST SUBMISSION REQUIREMENTS:

(1) In preparation for the Contest, contestants are encouraged to view the original two-hour documentary *King* which airs on **History** on Sunday, April 6th at 8PM/7c. In order to enter in the Contest, Contestants must include the following information on their essay entry 1) Name

and Home Address and Phone Number 2) School Name and Address and Phone Number and 3) School Grade, and send their entry **via email** to : classroom@aetn.com with the subject **“KING CONTEST” or by mail to HISTORY “KING ESSAY CONTEST”**, Corporate Outreach Department, AETN, 235 E. 45th Street, New York, New York 10017.. Entries must be postmarked no later than May 30, 2008 and received no later than June 7, 2008. Entry, for these purposes, is defined as Contestant’s essay. Handwritten entries will not be accepted. Essays must be typed in English, must be original, truthful, unpublished, created solely by the submitting entrant, must not have been submitted in any other competition, and must not infringe upon any rights of any third party, including but not limited to copyright, trademark, and rights of privacy and publicity. Limit one (1) essay per Contestant for the duration of the contest. Entry must be in keeping with the Sponsor’s image and will not be defamatory, libelous, pornographic or obscene. No additional materials (photos, artwork, samples, etc.) will be accepted with the submission. If additional materials are sent, they will be discarded prior to judging. Each Contestant grants to Sponsor, its successors, licensees and assigns the irrevocable, non-exclusive right to use the entry submission in connection with the Contest and any advertising, publicity, and promotion, in any manner at any time or place, in any present or future media, throughout the world in perpetuity. Sponsor is not responsible for malfunctions of electronic equipment, computer hardware, software, malfunctions of the Contestant’s email provider, lost, late, incomplete, misdirected entries or entries not received within the required timeframe. Entries not containing the required information, entries in excess of the stated limit by the same person, and entries not submitted in the required format will be disqualified. Proof of delivery or receipt of entry will not be deemed by Sponsor (defined below) as proof of entry. Any attempted form of entry other than described herein is void. Sponsor reserves the right to modify, suspend or terminate the Contest for any reason that compromises the legitimacy of the Contest or otherwise affects Sponsor’s ability to fairly administer the Contest, including in the event that it becomes infected by a computer virus or is otherwise technically impaired and award prizes from among all eligible entries received prior to cancellation or termination. Entries become the property of Sponsor and will not be returned.

Limit one (1) entry per Contestant. Subsequent entries submitted by a single Contestant will be void.

4. REPRESENTATIONS, WARRANTIES, & GRANT OF RIGHTS BY ENTRY CONTESTANT:

Each Contestant who submits a Contest Submission represents and warrants that it is truthful and accurate, his/her own original work and has been legally created; does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; has not been entered in or won previous contests or awards; and has not been published or distributed previously in any media. Additionally, each Submitter represents and warrants that s/he owns all rights and title to his/her Contest Submission, including, without limitation, the copyrights and all other intellectual property rights in the Contest Submission. By submitting a Contest Submission, a Submitter irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the world-wide, royalty-free, unconditional, unlimited and perpetual right and permission to edit, composite, morph, scan, duplicate or alter the entry submission for any purpose which Sponsor or its designated representative deems necessary or desirable, publish, re-publish, reproduce, copy, transmit, post, broadcast and/or televise, display, adapt, exhibit and/or otherwise use or re-use the Submitter's Contest Submission, name, and city of residence, including, but not limited to, its publication or re-publication, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion, for commercial or other purposes on Sponsor's web sites as well as in any and all media without limitation, worldwide and throughout perpetuity, without additional compensation, notice to, or approval from Contestant or any other party. **EACH CONTESTANT UNDERSTANDS AND ACKNOWLEDGES THAT CONTESTANT WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION FOR HIS/HER ORIGINAL EXAMPLE IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS.** Each Contestant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude the Sponsor's use of Contestant's Contest Submission, and agrees not to sue or assert any claim against Sponsor, Administrator, their respective parent companies, affiliates, subsidiaries, licensees, advertising and promotional agencies, prize providers, and each of their respective officers, directors and employees, and successors and assigns (hereinafter sometimes referred to as "Sponsor & Others") arising out of or connected with the posting, publishing, and/or use of Contestant's Contest Submission or Contestant's personal

information as listed above. Each Contestant specifically agrees to waive all claims to receive any royalties of any kind now or in the future from Sponsor & Others for any use of his/her Contest Submission. Each Contestant further agrees to indemnify and hold Sponsor & Others, harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of them due to or in any way arising out of the use of Contestant's Contest Submission, or the Contestant's conduct in creating the Contest Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Each Contestant further agrees to release and hold harmless Sponsor & Others from any and all claims that any product or publication subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Contestant's rights with regard to any elements, language or ideas contained in any Contest Submission. Contest Submissions that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by Sponsor, in its sole discretion, will be disqualified.

5. JUDGING CRITERIA/ WINNER SELECTION: Two(2) Grand Prize Winner and four (4) First Prize Winners will be determined from among all eligible Contest Submissions received. All Contest Submissions will be judged by a panel of three to five educators including historians and/or secondary school educators chosen by Sponsor ("Contest Judges"), whose decisions will be final as relates to the determination of winners, and the winners will be determined based on the following criteria: **(A)** Creativity – 25%; **(B)** Historical Accuracy and Grasp of Historical Context - 50%; **(C)** Clarity and Presentation of Essay - 25%. The Contest Submission with the highest score will be declared the two (2) Grand Prize Winners and the four (4) Contest Submissions with the next highest scores will be declared as the First Prize Winners, subject to verification. In the event of a tie, the tied Contest Submissions will be reviewed by an additional judge who will serve as a tiebreaker and who will evaluate entries according to the Judging Criteria listed above. The Contestants who have submitted the potential winning Contest Submissions will be notified via phone or express or regular mail on or about June 21, 2008. As a condition of winning, the Contestant who has submitted the

potential winning Grand Prize Contest Submission will be required, and the Contestant who has submitted a potential winning First Prize Contest Submission may be required, to sign and return, within fourteen (14) days of notification, an Affidavit of Eligibility/Compliance and Liability/Publicity Release, as allowed by law, and may be required to sign and return a statement affirming his/her Representations, Warranties, and Grants of Rights as stated in Rule 4 above and any other documents as may be reasonably requested by Sponsor. Failure to return any documents within the time specified or failure to respond to notification attempts or return of any prize notification as undeliverable will result in disqualification and selection of an alternate potential winner.

6. PRIZES: Grand Prize (1): A check in the amount of One Thousand Five Hundred Dollars (\$1,500) will be sent to the two (2) students designated in the Contest Submission that received the highest scores from the Contest Judges. **First Prize (4):** A check in the amount of Five Hundred Dollars (\$500) will be awarded to (4) four students designated in the Contest Submissions that received the next four (4) highest scores from the Contest Judges (ARV: \$500 each Award). The Contestant who has submitted the winning Contest Submissions will not receive or share in any prize or award. Sponsor's decisions shall be final as related to all prizes, awards, and all other matters pertaining to this Contest. The Grand and First Prizes will be awarded, provided there are a sufficient number of eligible Entry Submissions received. Prizes may not be transferred or substituted, except by Sponsor with one of equal or greater value. Only one (1) Prize per student.

7. GENERAL: By entering, Contestants agree: (1) to be bound by these Official Rules; (2) to release Sponsor & Others from all liability, loss or damage arising out of their participation in the Contest and with respect to their acceptance and use/misuse of the prizes; (3) that the decisions of Sponsor and the Contest Judges are final and binding on all matters relating to the Contest; and (4) to the use of their names, likenesses and Contest Submissions for advertising and promotional purposes in all media worldwide (including online) without additional compensation, as allowed by law. Sponsor is not responsible for malfunctions or delays of the U.S. Postal Service, electronic equipment, computer hardware, software, malfunctions of the contestant's email provider, lost, late, incomplete, misdirected Contest

Submissions or mail not received within the required timeframe. Contest Submissions not containing the required information, Contest Submissions in excess of the stated limit by the same Contestant, and Contest Submissions not submitted in the required format will be disqualified. Proof of delivery or receipt of Contest Submission will not be deemed as proof of Sponsor's agreement to its eligibility into this Contest. Any attempted form of entry other than described herein is void. Sponsor reserves the right to modify, suspend or terminate the Contest for any reason that compromises the legitimacy of the Contest or otherwise affects Sponsor's ability to fairly administer the Contest, including in the event that it becomes infected by a computer virus or it is otherwise impaired by technological or human means and to award prizes from among all eligible entries received prior to cancellation or termination. Contest Submissions become the property of Sponsor and will not be returned.

Contest is governed by the laws of the State of New York, with venue and jurisdiction in New York, NY. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by the United States District Court for the Southern District of New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

7. WINNERS LIST: For the names of winners of **HISTORY "KING STUDENT ESSAY CONTEST"**, send a stamped, self-addressed envelope to be postmarked no later than June 25, 2008 and received no later than July 2, 2008, to: **HISTORY "KING STUDENT ESSAY CONTEST" WINNERS LIST**, Corporate Outreach Department, AETN, 235 E. 45th St. New York, NY 10017.

SPONSOR: A&E Television Networks, 235 East 45th Street, New York, NY 10017.

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