

“VAPING’S NOT MY THING” CHALLENGE Official Rules

The “VAPING’S NOT MY THING” CHALLENGE (the “Contest”) is a skill contest where an individual “Entrant” or two-person “Entrant Team” may create and submit an original one-page poster to convince other kids of the serious health risks of vaping (each entry must be submitted as either a poster with captions; a drawn, painted, or digital illustration with annotations; or an infographic) (the “Poster”). The Poster that each qualified Entrant or Entrant Team develops and submits will be evaluated by judges, who in accordance with these Official Rules, will determine finalists and the grand prize winner of prizes. See below for the complete Contest details, including a Contest Calendar. Scholastic Inc., 557 Broadway, NY, NY 10012, is the sponsor of this Contest (“Sponsor” or “Scholastic”), and all prizes shall be provided by Sponsor and not the U.S. Food & Drug Administration (FDA).

CONTEST CALENDAR: The Contest starts on December 17, 2020, 5 p.m. EST and ends on March 22, 2021, 11:59 p.m. ET (the “Contest Period”). The Sponsor, Scholastic Inc., 557 Broadway, New York, NY 10012, will be the official timekeeper for this Contest. The Contest phases are noted in the calendar below. The dates are approximate and are subject to change at the discretion of Sponsor.

Contest launches	December 17, 2020, 5 p.m. ET
Contest deadline	March 22, 2021, 11:59 p.m. ET
Judging	March 22, 2021, through April 12, 2021
Winners notified	Week of April 12, 2021
Winners announced	After April 27, 2021

ELIGIBILITY: Contest is open to residents of the 50 United States, Washington DC, or U.S. territories who are in grades 6 through 12 as of the date of participation. The teacher, parent and/or legal guardian submitting an Entry as set forth below must be 18 or older at the time of submission and a resident of the United States, Washington DC, or U.S. territories. Employees of Scholastic, the FDA, and IQ Solutions and their respective parents, subsidiaries, dealerships, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state, and local laws.

Individuals may enter as a sole Entrant or as part of an Entrant Team. Only one (1) person, the submission name on an Entrant Team, will be considered the Entrant for entry purposes. This Contest is subject to all applicable federal, state, and local laws. By participating in the Contest, each Entrant and where both members of a participating Entrant Team (as applicable), unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of Scholastic, which will be final and binding including the Sponsor’s right to verify eligibility, to interpret these Official Rules, and to resolve any disputes relating to this Contest at any time.

HOW TO ENTER: Entrant or Entrant Teams (or teachers and parents entering on behalf of Entrant or Entrant teams) who wish to enter the Contest may visit [scholastic.com/vapingrisks](https://www.scholastic.com/vapingrisks) (for Grades 6–8) and [scholastic.com/teenvapingrisks](https://www.scholastic.com/teenvapingrisks) (for Grades 9–12) (“Contest Sites”) and follow the instructions to submit the entry information required including, but not limited to: teacher name, teacher email address, school name, school city/state, and contact phone number.

- Each entry shall be no more than one page in length.
- Entries will be eligible in English or Spanish only.

- Each Entrant or Entrant Team may enter up to three (3) times.
- The following formats will be accepted: a poster with captions; a drawn, painted, or digital illustration with annotations; an infographic.

There are three ways entries can be submitted:

Mail submissions:

Each Entrant or Entrant Team in Grades 6–8 and Grades 9–12 will be able to mail entries to the following address:

The “Vaping’s Not My Thing” Contest
Scholastic Inc.
557 Broadway, 3rd Floor
New York NY 10012

Online Entries:

- **For Grades 6–8:** Only a teacher or parent/guardian of the Entrant or Entrant Team may submit online submissions for Grades 6–8. Online entries for Grades 6–8 may be uploaded by the teacher or parent/guardian at the website scholastic.com/youthvapingrisks.
- **For Grades 9–12:** Each Grades 9–12 Entrant or Entrant Team may submit online entries directly, or they may be submitted by a teacher or parent/guardian. Online entries for Grades 9–12 may be uploaded at the website scholastic.com/teenvapingrisks.

Emailed Entries:

- **For Grades 6–8:** Only a teacher or parent/guardian of the Entrant or Entrant Team may submit an entry by email. Emailed entries for Grades 6–8 may be sent by the teacher or parent/guardian to ScholasticSubmissions@Scholastic.com.
- **For Grades 9–12:** Each Grades 9–12 Entrant or Entrant Team may email entries directly to ScholasticSubmissions@Scholastic.com or they may be emailed by a teacher or parent/guardian.

FOR ENTRANT TEAMS, only the one (1) individual registered will be responsible for visiting the Contest Site and submitting an Entry on behalf of their Entrant Team. Entry is not complete until all the online prompts and instructions to upload the Entry have been properly followed. By submitting an Entry, the Entrant (and both members of an Entrant Team) warrants and represents that he/she/they are the creator of the Entry and that he/she/they consent to the submission and use of the Entry in the Contest. Entries must comply with the requirements and entry terms set forth below in order to be eligible. There is a limit of no more than three Entries that each Entrant and/or Entrant Team may submit, however each Entry must be substantially different than any/all other Entries submitted by such Entrant/Entrant Team.

ENTRY REQUIREMENTS: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents, or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as personal names or e-mail addresses;

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media), 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;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Entry must be the original work of the Entrant/Entrant Team, must not have been previously published, must not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the Entrant/Entrant Team, and/or which are subject to the rights of third parties, the Entrant/Entrant Team is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, Entrant/Entrant Team warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, Entrant/Entrant Team acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format, or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant/Entrant Team waives any and all claims Entrant/Entrant Team may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed, and/or used by the Entrant/Entrant Team may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

By submitting an Entry, Entrant/Entrant Team and the submitting teacher and/or parent/legal guardian where applicable grants Scholastic and its designees a royalty-free, perpetual, fully paid up license to the Entry (including all rights embodied therein) and may exploit, edit, publish, use, adapt, modify, create derivative works from, or dispose of any entry and elements embodied therein, including names, addresses, and biographical information, online, in print, film, television, or in any other media now or hereafter known for advertising, promotional, or other purposes throughout the world, in perpetuity, without compensation or notification to or permission of the Entrant/Entrant Team and the submitting teacher and/or parent/legal guardian where applicable, except as prohibited by law including but not limited to being posted on scholastic.com/youthvapingrisks, scholastic.com/vapingrisks, and scholastic.com/teenvapingrisks. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may remove a posted Entry at any time.

SCREENING: All eligible Entries received by Sponsor will be reviewed for compliance with these Official Rules. All Eligible Entries will be screened by a qualified panel of the sponsor to determine a group of finalists for judging.

FINALIST JUDGING PERIOD: At the conclusion of the screening period, all eligible Entries received by Sponsor will be judged by a panel of qualified judges based on the following judging criteria:

1. Scientific Content

- How well does the entry focus on the dangers of vaping to teens?
- Does it contain enough information so viewers will understand the risks?
- Is the information scientifically accurate?

2. Impact & Persuasiveness

- How well does the entry grab attention?
- How persuasive are the imagery, language, and facts?

3. Creativity

- How original and inventive are the entry's visuals and/or words?

4. Presentation

- Is the entry neat and readable with correct spelling, grammar, and punctuation?

Each eligible Entry can earn between 1–10 points in each of the four categories. In the Grades 6–8 band, Ten (10) Entries with the highest score will be deemed a potential Grades 6–8 Finalist, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the Finalist(s) based on the criteria listed herein. In the Grades 9–12 band, a separate ten (10) Entries with the highest score will be deemed a potential Grades 9–12 Finalist, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the Finalist(s) based on the criteria listed herein.

GRAND PRIZES AND RUNNERS-UP PRIZES JUDGING PERIOD: The twenty (20) Finalist Entries will be judged again by a panel of qualified judges using the judging criteria specified above.

In the Grades 6–8 band, the one (1) Finalist Entry with the highest score, based upon the above criteria, will be deemed the Grades 6–8 Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the Grades 6–8 Grand Prize winner based on the criteria listed herein. Sponsor reserves the right not to award the Grades 6–8 Grand Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

In the Grades 6–8 band, the three (3) Finalist Entries with the next highest scores based upon the above criteria will be deemed the Grades 6–8 Runners-Up Prize winners, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the Grades 6–8 Runners-Up Prize winners based on the criteria listed herein. Sponsor reserves the right not to award all or any of the Grades 6–8 Runners-Up Prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

In the Grades 9–12 band, the one (1) Finalist Entry with the highest score based upon the above criteria will be deemed the Grades 9–12 Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the Grades 9–12 Grand Prize winner based on the criteria listed herein. Sponsor reserves the right not to award the Grades 9–12 Grand Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

In the Grades 9–12 band, the three (3) Finalist Entries with the next highest scores based upon the above criteria will be deemed the Grades 9–12 Runners-Up Prize winners, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the Grades 9–12 Runners-Up Prize winners based on the criteria listed herein. Sponsor reserves the right

not to award all or any of the Grades 9–12 Runners-Up Prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

The two Grand Prize–winning entries will also be adapted into posters by the U.S. Food and Drug Administration (FDA).

All the prize winners above are collectively “Prize Winners.”

PRIZE WINNERS NOTIFICATION PERIOD: All potential Prize Winners are subject to verification by Sponsor and required to sign a Publicity/Liability Release. Potential Prize Winners will be notified by email at the email address provided at time of Entry. The parents or legal guardians, if Entrant is between the ages of ten (10) and seventeen (17), of the potential Prize Winners (and if an Entrant Team, all members of such team) will be required to complete and return an Affidavit of Eligibility and Publicity/Liability Release (where legal) and within the timeframe stated on the notification attempt or a runner-up potential Prize Winner based on the next highest scoring Entry may be contacted, time permitting. If any email notification is returned as undeliverable, if a potential Prize Winner does not respond within the required number of days specified by Sponsor, or if information collected within the clearance documentation, entry, or background check is found in non-compliance with these Official Rules or a potential Prize Winner decides to decline their prize for any reason whatsoever, Sponsor shall have no further obligation to such potential Prize Winner, and the position may be awarded to a runner-up potential Prize Winner, time-permitting and at the Sponsor’s sole discretion.

GRAND PRIZES (2):

There will be separate Grand Prizes for grades 6–8 and 9–12:

- Grand Prize (1 winner per each grade band):
\$500 for winning student(s) and \$500 for their teacher(s)

RUNNERS-UP PRIZES (6)

There will be separate Runners-Up Prizes for grades 6–8 and 9–12:

- Runners-Up Prize (3 winners per each grade band):
\$200 for winning student(s) and \$200 for their teacher(s)

PRIZE CONDITIONS: Prizes are non-transferable. No prize substitutions or cash redemptions allowed. Sponsor reserves the right to substitute a prize (or prize component) with one of comparable or greater value. In the event an Entrant Team is deemed a prize winner, the Team leader (Submission Entrant) of such Entrant Team will be awarded the prize and be solely responsible for such prize and distributing the other Entrant’s portion of the prize. Team Leader shall include the other team member’s name and contact information at the time of entry. All federal, state, and local taxes, if any, shall be the responsibility of the Prize Winner and the teacher recipients. All prize details are at Sponsor’s sole discretion. Total ARV of all prizes: Grand Prize package (two awarded): (ERV: \$2,000); Runners-Up (six awarded): (ERV: \$2,400). Total prizing is the same amount if the Prize Winner is a single Entrant or an Entrant Team.

LICENSE/USE OF ENTRIES: By submitting an Entry, and to the extent allowed by law, you grant Scholastic, the U.S. Food & Drug Administration, and IQ Solutions a paid-up, nonexclusive, irrevocable, worldwide license to use, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government your Entry, poster, illustration, or infographic, name, photo, and biographical material including, but not limited to, all materials submitted in connection

with the Contest in any and all media, throughout the world, and in any manner, for any lawful purpose without further review, approval, or compensation to Entrant or any third party.

PRIVACY: Personal information received from Entrants is subject to Scholastic's privacy policy at scholastic.com/privacy.

If Sponsor determines, in its sole discretion, that an Entrant/Entrant Team has breached a representation or it considers an Entry inappropriate as set forth herein, the Entry may be disqualified. By entering the Contest, each Entrant/Entrant Team and/or the submitting parent/legal guardian and/or teacher represents and warrants that he or she has obtained all of the rights, licenses, and permissions in writing from any person who may have helped create or who is referred in any manner in the entry and such persons must be listed as a team member of the applicable Entrant/Entrant Team, and may grant the rights set forth herein. Entrants MAY NOT submit Entries created by any person other than themselves or their team members. Decisions of the Sponsor and Released Parties are final and binding.

GENERAL CONDITIONS: By participating, each Entrant and the submitting parent/legal guardian and/or teacher agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge, and hold harmless Sponsor, Scholastic, the Food & Drug Administration, IQ Solutions, their affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents, and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses, and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Entrant's participation in the Contest or any Contest related activity or the acceptance, possession, use, or misuse of any awarded prize (including any travel/activity related thereto); and (c) to the use of his/her name, voice, performance, photo, caption, school name, prize information, image and/or likeness for programming, advertising, publicity, trade, and promotional purposes in any and all media, now or hereafter known, worldwide and on the internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from Entrant or any third party and without prior notice, approval, or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which either may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, videos, photos, or votes relating to the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Contest and, if terminated, at its discretion, select the potential Finalists from all eligible, non-suspect Entries received prior to action taken using the judging criteria identified above. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

DISPUTES: Except where prohibited, you agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all

rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the New York without giving effect to any choice of law or conflict of law rules (whether of the New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

SPONSOR: Scholastic Inc., 557 Broadway, New York, NY 10012.

[ABBREVIATED RULES to appear in student magazine, teacher’s guide, and on the teacher and student microsite pages.

STUDENT CONTEST: NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited. Open only to students in grades 6–12 who are residents of the 50 United States, Washington, DC, or US territories. Teachers/parents/legal guardians who submit an entry must be 18 years or older and reside in the 50 US/DC/US territories. Deadline: March 22, 2021. Entries must be submitted or postmarked between 12:01 a.m. ET on December 17, 2020, and 11:59 p.m. ET on March 22, 2021 (mail-in entries must be received by March 29, 2021). Prize packages: Grand Prize package (two awarded): (ERV: \$2,000); Runners-Up (six awarded): (ERV: \$2,400). Visit [scholastic.com/youthvapingrisks/contest/officialrules](https://www.scholastic.com/youthvapingrisks/contest/officialrules) for complete Official Rules.