

SECOND STEP EDUCATOR of the YEAR AWARDS

OFFICIAL RULES

Important: Please read these Official Rules before entering this promotion (the “Promotion”).
By participating in this Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE IS NECESSARY TO ENTER THIS PROMOTION.

Promotion void where prohibited. Subject to applicable federal, state, and local laws.

1. Eligibility: The Promotion is open only to legal residents of the 50 United States or District of Columbia who are (a) at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) upon entry and (b) educators using the Second Step® program. Participants can either (x) nominate themselves; or (y) nominate other educators as set forth in Section 3 (“*Nominees*”). All participants, including Nominees, must meet these eligibility requirements. Directors, officers, members, managers, and employees of Committee for Children (“*Sponsor*”) and any of its parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouse, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each may not nominate educators and are not eligible to win any prize. You represent and warrant that your participation in the Promotion does not violate the terms of your employment (including any procedures established by your employer with respect to participating in promotions or competitions) and, if required by your employer, you have permission from your employer to participate in the Promotion, subject to these Official Rules. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below and otherwise comply with these Official Rules.

2. Promotion Period: The Promotion starts at 9:00am PST on February 13, 2023 and ends at 5:00pm PST on May 12, 2023 (the “*Promotion Period*”). Sponsor’s or its designee’s computer is the official time-keeping device for the Promotion. All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize. Proof of submission does not constitute proof of receipt by Sponsor.

3. How to Participate: To participate, complete the following steps during the Promotion Period:

- i. Go to <https://bit.ly/EotYARules> to access the Promotion “nomination form”;
- ii. You may nominate yourself or another educator that you know. Fill out the nomination form as requested with either a written essay (no more than 500 words) or a video essay (no longer than 5 minutes) answering the following:
 - a. How is the Nominee using the Second Step program and social-emotional learning (“*SEL*”) to meet the particular needs of the students/school community/colleagues the Nominee serves?
 - b. Describe the positive impact the Nominee’s SEL work has had on students/staff/school community. Please feel free to use anecdotes and data in your response.
 - c. What makes the work the Nominee is doing exceptional?

By submitting a nomination as instructed above (“*Submission*”), you agree that your Submission conforms to the Guidelines and Restrictions below. Sponsor may choose to remove any Submission or disqualify you from the Promotion if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of all required entry steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Promotion.

Limit: THREE NOMINATIONS PER PERSON DURING PROMOTION PERIOD, REGARDLESS OF METHOD OF ENTRY. Any attempt to obtain additional entries, including through multiple or duplicate accounts may result in disqualification.

Submission Guidelines and Restrictions:

- a. Your Submission must not include or refer to untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and owned 100% by you, or, alternatively, you must have the full rights to grant the license and other rights that you grant to Sponsor in Section 10 below.
- c. Your Submission must not (in Sponsor’s discretion): (i) violate any third-party rights, including copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (vii) contain unauthorized third-party trademarks or logos.
- d. You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request; (iii) the Submission complies with SecondStep.org terms of use and policies; and (iv) the Submission complies with all requirements of these Official Rules.

4. Identity of Participants and Nominees: All Submissions must be submitted by an individual participant. Bulk or automated Submissions will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same e-mail for entry. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor’s discretion.

5. Selection and Notification of Winner: On or about May 25, 2023, a panel of judges selected at Sponsor’s discretion will score each Submission based on the following criteria (“*Judging Criteria*”):

Criteria	Description
Impact	There is qualitative and/or quantitative evidence of the Nominee’s positive effect on individual student’s SEL, classroom culture, school climate, and/or staff well-being with Second Step programs.
Generalization	The Nominee actively integrates social-emotional learning with Second Step into their work with students or colleagues outside of Second Step lesson time.
Innovation	The Nominee demonstrates the ability to ensure there are strategies in place for systemic implementation to thrive. Where strategies do not yet exist, nominees have advocated for or created solutions to address these gaps and ensure all levels of the system have their needs met.
Learner-centered Approach	The Nominee demonstrates an ability to build a more equitable classroom or school community, which is evident via the incorporation of strong equity components— including explicit attention to the culture, history, values, assets, and needs of the community— into the principles, strategies, frameworks, and tools of implementation practices.

The top ten (10) scoring Submission(s) will be deemed the potential winner(s) (“*Finalists*”). In the unlikely event of a tie, the winner will be determined by the Submission’s score in the following criteria: coin flip. Odds of winning a prize depend on number and quality of eligible entries received.

Sponsor will notify each Finalist via e-mail on or about May 26, 2023. To claim a prize, the potential winner must follow the instructions contained in the notification. To the fullest extent permitted by applicable law, Sponsor may require each Finalist to sign and return, within seven days of being notified by Sponsor, an affidavit of eligibility, liability and publicity release, and other legal, regulatory or tax-related documents required at Sponsor's discretion ("**Affidavit and Related Documents**") in order to claim a prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) the Affidavit and Related Documents are not signed and returned within seven (7) days of the date the notification e-mail is sent by Sponsor; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and will be awarded to an alternate winner in accordance with the Judging Criteria. Only three (3) alternate winners will be selected for each prize, after which the remaining prize(s) will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number specified in these Official Rules, the prize(s) will be awarded to the person with the highest scoring Submission in accordance with the above selection process from among all valid claimants to award the prize(s) available.

Verification of Potential Winner: EACH POTENTIAL FINALIST IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A NOMINEE IS NOT A FINALIST UNLESS AND UNTIL NOMINEE'S ELIGIBILITY HAS BEEN VERIFIED AND NOMINEE HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. Prize: 10 winners will each receive: (a) one \$500 award and (b) a featured write-up/video to be presented during Sponsor's Second Step educator showcase event. Approximate Retail Value ("**ARV**") of each prize: \$500. Total ARV of all prizes: \$5,000.

Prize Restrictions: Prizes will be awarded as a check made out to the winner (unless prohibited by school district rules). Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Only the number of prizes stated in these Official Rules are available to be won in the Promotion. **LIMIT ONE PRIZE PER PERSON.** Sponsor will not replace any lost or stolen prizes or prize components. Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and **WITHOUT WARRANTY OF ANY KIND**, express or implied (including any implied warranty of merchantability or fitness for a particular purpose). Any unclaimed or unused prize (or portion of the prize package) will remain the property of Sponsor.

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

7. Disclaimer: Sponsor and any of its parent companies, subsidiaries, affiliates, professional advisors, consultants, contractors, legal counsel, public relations firms, advertising, fulfillment and marketing agencies, and any of their respective directors, officers, members, managers, and employees (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties; or (d) any printing or typographical errors in any materials associated with the Promotion.

8. General Release and Limitation of Liability: By entering the Promotion, you agree to release Sponsor and all Released Parties from any liability whatsoever and waive any and all causes of action, whether under a theory of contract, tort (including negligence), warranty or other theory, arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims for costs, losses, personal injuries, death, or damages of any kind, such as damage to or destruction of property or damages related to rights of publicity or privacy, moral rights, defamation or portrayal in a false light, whether intentional or unintentional).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA,

WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE PROMOTION OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE EXCEED \$10. THE LIMITATIONS IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS PURCHASED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. Use of Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Promotion constitutes permission to use your and/or the Nominee's name, hometown, biographical data, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, to the fullest extent permitted by applicable law, you and/or Nominee may be required to execute a written consent, confirming Sponsor's right to use your and/or Nominee's name, hometown, biographical data, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion.

10. License to Submission: By entering the Promotion and providing your Submission in connection with the Promotion, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof (including your name and likeness as shown and conveyed in the Submission), in connection with the Promotion and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as stated in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

11. Privacy: See Sponsor's Privacy Policy at <https://www.cfchildren.org/privacy-policy/>.

12. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after a week from when prizes are awarded and before one (1) year later to the address listed in Section 16 below, Attn:Second Step Educator of the Year Awards. To obtain a copy of these Official Rules, visit <https://bit.ly/EotYARules>. VT residents may omit return postage.

13. Intellectual Property: COMMITTEE FOR CHILDREN and SECOND STEP are trademarks of Committee for Children. The Promotion and all accompanying materials are copyright © 2022 by Committee for Children. All rights reserved.

14. Disputes: EACH PARTICIPANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE APPROPRIATE STATE COURT LOCATED IN KING COUNTY, WASHINGTON. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

15. General Conditions: By participating in the Promotion, you agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Promotion or any participant's or Nominee's participation in the Promotion should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Promotion, or Sponsor otherwise becomes (in its discretion) incapable of running the Promotion as planned. Participants who violate these Official Rules, violate any law, rule, or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion, or any other Nominee (as determined in Sponsor's discretion) are subject to disqualification from the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

16. Sponsor: Committee for Children, 2815 Second Ave., Suite 400 Seattle, WA 98121.