



The National Theatre for Children

SCHOOL CONTEST
The My Energy Kit Challenge 2021 Earth Week School Contest
“Official Rules”

No entry fee or purchase necessary to enter or win the My Energy Kit Challenge School Contest (“School Contest”).

The 2021 Earth Week Fundraiser Contest entry period begins April 16, 2021, and ends on April 22, 2021. Winners will be announced no later than April 26, 2021. Prizes will be awarded no later than August 15, 2021. This School Contest is subject to all applicable laws and regulations. Void where prohibited by law. The sponsor of this School Contest is The National Theatre for Children, Inc. (“Sponsor” or “NTC”).

By entering and participating in the School Contest, participant (“Entrant”): (1) fully and unconditionally agrees to accept and be bound by these “Official Rules” and by all decisions of Sponsor, which include, without limitation, decisions regarding eligibility, winners and the interpretation of the terms used in these Official Rules, which shall be final and binding in all respects; and (2) represents and warrants that all information provided by Entrant in connection with the School Contest is true, accurate and complete as of the date of entry.

- 1. OBJECTIVE: NTC is asking schools in Duke Energy service area states (IN, NC and SC) and in Duke Energy Progress service area states (NC and SC) to promote Energy Efficiency Kit sign-up within their school community.** As part of an energy literacy curriculum, NTC is delivering interactive, livestream performances to schools and sending students home with Energy Efficiency Kit request forms. The 2021 Earth Week Fundraiser awards the school with the highest number of unique household sign-ups between 12:00 am April 16 and 12:00 am April 23 a \$1,000 prize. This school must meet a minimum of fifty (50) unique household sign-ups during that week-long contest period.
- 2. ELIGIBILITY and CONTEST ENTRY:**
 - a.** This School Contest is open to any school in the Duke Energy and Duke Energy Progress service area states of Indiana, North Carolina and South Carolina (including private or public institutions) who are participating in The National Theatre for Children Duke Energy and Duke Energy Progress Energy Program.
 - b. All entrants must meet the following criteria:**
 - i.** Must be at least 18 years of age at the time of entry.
 - ii.** Must be participating members of The National Theatre for Children Duke Energy and Duke Energy Progress Energy Program.
 - iii.** Must fill out all proper registration paperwork provided by Duke Energy and Duke Energy Progress for Energy Efficiency Kit requests.
 - iv.** Valid and unique registration for sign-ups must be made with NTC during the period of the Earth Week Contest, between April 16 the end of day April 22, 2021.

- v. Must submit a minimum of fifty (50) unique household sign-ups during the above-stated timeframe and associated with a participating school for prize eligibility.

3. ENTRY GUIDELINES AND RESTRICTIONS: No entry fee or purchase necessary. Possession of an entry does not constitute valid proof of delivery or receipt. Any attempt to enter the School Contest in a manner other than as permitted in **Section 2** shall be VOID and subject Entrant to disqualification from further participation in the School Contest. Entries received from persons not meeting eligibility requirements will be disqualified. Sponsor shall not be liable for late, incomplete or inaccurate entry forms or sign-up submissions, or for technical, hardware or software failures of any kind, lost or unavailable network connection, or failed, incomplete, garbled or delayed computer transmissions, telephone connections, or any human error which may occur in the receipt of the entries in this School Contest. If no participant reaches the minimum threshold of fifty (50) unique household sign-ups during the above timeframe, the sponsor will not be required to award the \$1,000 grand prize.

4. DEADLINE: The deadline will be strictly enforced. Entry forms and/or sign-up submissions will not be accepted beyond April 22, 2021 for the 2021 Earth Week School Contest period.

5. WINNER(S):

a. The grand prize-winning school will be announced no later than April 26, 2021. Winner(s) will be notified via phone or email communication and posted on sponsor's website located at **www.MyEnergyKit.org**. Upon confirmation of eligibility, and subject to compliance with contest requirements, prizes will be awarded within fourteen (14) days. Sponsor shall pay for all shipping and handling costs associated with the distribution of prizes. Prizes are guaranteed to be awarded in accordance with these rules. In the case of a tie, the school with the highest overall number of kit requests will be awarded the \$1,000 prize.

b. The winning school may be required to sign an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form upon being notified as a winner. Noncompliance may result in disqualification and an alternate winner(s) may be selected.

6. PRIZES:

a. The top-participating school with a minimum of fifty (50) unique household sign-ups for Duke Energy and Duke Energy Progress' Energy Efficiency Kits will be awarded \$1,000. Prizes will be paid by check payable to the winning school. The retail value of the prize is approximately \$1,000. The odds of winning are dependent on the number of valid submissions. All prizes will be awarded in connection with the 2021 Earth Week School Contest.

b. Within thirty (30) days of the announcement of the winner(s), Sponsor will provide winner(s) with required documents to be completed and returned to Sponsor. A prize will be awarded within ten (10) days of receipt of documents, or a voucher, certificate or other document giving winner(s) unconditional right to receive the prize. All prizes are non-transferable and non-endorsable and non-cash prizes cannot be redeemed for cash. All costs, fees, expenses and taxes (including without limitation federal, state and local taxes) associated with any element of any prize not explicitly stated herein as being provided (and the reporting consequences thereof) are the sole and exclusive responsibility of the winner(s). All income taxes associated with the acceptance of a prize are the sole responsibility of the winner(s). **For South Carolina residents, Award Rules are as stated within these Contest Rules.**

7. DISQUALIFICATION/INELIGIBILITY: Participating schools must have a minimum of one hundred (100) kit signups to be qualified and eligible for this contest. Without limiting any other provision of these Official Rules, the Sponsor reserves the right, at any time and in their sole discretion, to disqualify and/or deem a participant ineligible to participate in this School Contest. Furthermore, the Sponsor reserves the right, in its sole and absolute discretion, to disregard and/or deem VOID such Entrant's entry in the School Contest.

- 8. WINNER(S) LIST:** To request a list of winners, send a self-addressed stamped envelope to **The National Theatre for Children, Inc., ATTN: My Energy Kit Challenge Program School Contest Winner(s) List, 6305 Sandburg Rd. Suite 100, Minneapolis, MN 55427.** Requests must be received by August 6, 2021, for the 2020-21 School Contest.
- 9. AGREEMENT TO OFFICIAL RULES:** By participating, Entrant agrees and accepts the Official Rules and the decisions of the winning school(s) with respect to the School Contest, and by entering the School Contest, Entrant agrees to waive any right to claim ambiguity or error in the Official Rules.
- 10. RELEASE OF LIABILITY:** By participating, Entrant agrees to release Sponsor, its agents, representatives, affiliates and employees from and against any and all liability for any injuries, losses and/or damages caused by or resulting from entry or participating in the School Contest, or resulting from the acceptance, possession or use of the prize(s). The Sponsor is not responsible for any expenses incurred by Entrant in connection with participation in the School Contest.
- 11. MODIFICATION/TERMINATION OF OFFICIAL RULES:** Sponsor further reserves the right to modify any terms of the School Contest at any time at Sponsor's sole discretion. Sponsor further reserves the right to terminate the School Contest at any time at Sponsor's sole discretion. The Sponsor shall assume no responsibility for cancellation due to labor strike industry conditions, commercial viability, or any other cause beyond Sponsor's reasonable control.
- 12. PUBLICITY:** By participating, Entrant:
 - a. Grants Sponsor permission to use Entrant's submission in the promotion of the School Contest and any future contest(s);
 - b. Agrees to cooperate with Sponsor's media partners in any promotional materials and/or advertising of the School Contest, including use of Entrant's name and school information in any promotional materials and/or advertising of the School Contest, except where prohibited by law; and
 - c. Agrees to participate in any follow-up surveys conducted by Sponsor or any of its affiliates.
- 13. LAW:** The School Contest shall be conducted in accordance with the laws of the State of Minnesota. All disputes concerning these terms and the School Contest shall be adjudicated in the federal or state courts having jurisdiction over Hennepin County, Minneapolis, Minnesota USA.