

2024 National Art Competition

Official Rules

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

BY PARTICIPATING IN THE STRIDE, INC. NATIONAL ART COMPETITION ("COMPETITION"), EACH PARTICIPANT REPRESENTS AND WARRANTS THAT THEY MEET THE ELIGIBILITY REQUIREMENTS DETAILED WITHIN THESE OFFICIAL RULES AND ACKNOWLEDGES THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN DISQUALIFICATION. ENTRY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. ALL ENTRIES (INCLUDING PHOTOS) AND REQUESTS BECOME THE PROPERTY OF STRIDE, INC. (THE "SPONSOR") AND WILL NOT BE RETURNED OR ACKNOWLEDGED.

Competition begins at 9 AM Eastern Time (ET) on January 23, 2024, and ends at 5 PM (ET) on March 25, 2024 ("Competition Entry Period").

ELIGIBILITY: Competition is open to legal residents of the 50 United States or the District of Columbia. Contestants must be enrolled in grades K–12 at time of entry ("Entrant" or "You") and must reside in the U.S. at the time of their entry to be eligible for the Competition. Parents or guardians of students under the age of 13 must submit entries on behalf of their student(s). Employees of Sponsor and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, distributors, and partners (collectively, "Competition Entities"), and their immediate family members, and/or those living in the same household of each are eligible to enter or win. Competition is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Sponsor's decisions are final and binding on all matters.

HOW TO ENTER: Visit <https://enrichment.k12.com/art-competition> and follow all onscreen instructions to complete the official entry form. **Submitting an entry by the deadline is required to be eligible for the Competition. All entries must fit into one of the following categories: 2D physical works of art, digital works of art, or art generated using Artificial Intelligence software. Any submissions where AI was used, Entrants are required to state what tool was used to generate the work. Failure to include this information with the submission could result in disqualification of the submission. Uploading photo of artwork is required.** Photo can be in .jpg, .jpeg, or .png format and should not exceed 50MB in size. Photo must be uploaded in compliance with the Competition requirements. All entries must be received during the Competition Entry Period (effective 9 AM (ET) on January 23, 2024, through 5 PM (ET) on March 25, 2024). Entries must be created solely by the Entrant. Parents or guardians of students under the age of 13 must submit entries on behalf of their student(s), and the entries should be solely

the original ideas and work of the student entering. Any entry that has been copied from an existing photo or image (including a painting, graphic, or advertisement) that was created by someone other than the student is a violation of the Competition rules and will not be accepted. For the purposes of these Official Rules, receipt of an entry occurs when Sponsor's server (or website) records the entry information (resulting from Entrant clicking on the "Submit" button). Once you submit your entry, your submission is final and may not be modified or edited. Any automated computer receipt (such as one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Entrants are subject to all notices posted on the website, including, but not limited to Sponsor's privacy policy.

By submitting a photo, Entrant understands and grants permission for the photo of the artwork to be posted on the website for viewing by visitors to the website. Sponsor and Competition Entities are not responsible for any unauthorized third-party use of any photo.

Entries entered into the physical art category and are selected for the semi-finalist round will be required to mail their original work of art (that is, not a scanned reproduction of a painting or drawing) to Stride headquarters for final review. All winning artworks will remain at Stride Headquarters to be showcased as the winners of the Competition. Stride is not responsible for lost artwork, whether lost in transit or at Stride Headquarters.

Except where prohibited by law, entry submission grants the Sponsor the right in perpetuity to reproduce, publish, use, edit, adjust, modify, abridge, condense, sublicense, and excerpt such photo and/or comments in any way, in any and all media, without limitation and without compensation to Entrant. Submission of photo to the Competition further constitutes Entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title, and interest in and to the photo, including, without limitation, all copyrights. The Sponsor may publish and/or promote photo or a portion of a photo. If a photo, or a portion of photo, is selected for publication and/or promotional purposes, it does not imply that it is a winning photo in this Competition, nor does it create a confidential relationship between you and the Sponsor or any of its respective affiliates or subsidiaries.

Artwork must be the original work of the Entrant, may not have been previously published, may 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. For the category of AI-created art, the prompt(s) used for creating the art must be the original work of the Entrant and meet all the above stated requirements for submission. By submitting a photo of artwork, the Entrant (or, if an eligible minor, their parent or legal guardian) warrants and represents that they and/or any persons appearing or who are identifiable in the photo consent to the submission and use of the photo in this Competition, and to its posting on the website in connection with the Competition. Entrant agrees to fully indemnify and defend Sponsor and the Competition Entities from any and all third-party infringement claims that may arise out of its breach of these representations and warranties.

- Entry must be created solely by the Entrant and fit in one of the following categories:
 - 2D original physical works of art, including art mediums such as:
 - Paintings: oil, acrylics, watercolor, etc.
 - Drawings: colored pencil, pencil, ink, marker, pastels, charcoal
 - Collages: must be two dimensional
 - Prints: lithographs, silkscreen, block prints
 - Mixed Mediums: use of more than two mediums from the above list
 - Digital works of art, including art mediums such as:
 - Digital illustrations,
 - Pixel art
 - Any art created using a computer, smart phone, tablet, or other technology can be submitted to this category
 - Art generated using Artificial Intelligence software
 - AI art includes any image created using AI tools and will be judged based on the prompt entered into the AI software. You can use any program, but we recommend DALL-E, Midjourney, or starryai. Please note: We recommend parent discretion for any AI software, especially for students under age 13.
 - Any submissions in the AI category, Entrants are required to state what tool was used to generate the work. Failure to include this information with the submission could result in disqualification of the submission.
 - Uploading the final version of the AI-generated artwork is required.
- The following art mediums are ineligible and will not be considered:
 - Photographs; and
 - Three-dimensional objects
- Each entry must be original in concept, design, and execution and may not violate U.S. copyright laws. Any entry copied or derived from an existing photo or image (including a painting, graphic, or advertisement) that was created by someone other than the student is a violation of the Competition rules and will not be accepted;
- For the category of AI-created art, the prompt(s) used for creating the art must be the original work of the Entrant.
- Content cannot be sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; or contain nudity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;

- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent, or contain disparaging remarks about other people or companies;
- Excepting that of the Sponsor, content cannot contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses, or street addresses;
- Excepting that of the Sponsor, content cannot contain 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);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict and cannot itself violate any law or otherwise; and
- Plagiarism will result in disqualification.
- By submitting artwork, Entrant certifies that the entry submitted is an original work of authorship by the Entrant and that it is not copied or derived from, nor does it include, any other person's copyrighted work. For the category of AI-created art, the prompt(s) used for creating the art must be the original work of the Entrant.

All entries must be received no later than 5 PM (ET) on March 25, 2024.

Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

JUDGING: At the conclusion of the Competition, winners will be determined by a panel of judges, and by public voting.

- For the **2D physical works of art** and **digital works of art** categories, a panel of judges consisting of Stride Inc. personnel and non-Stride Inc. personnel ("Judges") will determine 1st place, 2nd place, and 3rd place Competition winners per grade band (Grade Bands: K-2, 3-5, 6-8, 9-12) in each category (total of 24 winners) utilizing the following judging criteria:
 - (a) creativity and originality (50%)
 - (b) quality and execution (25%)
 - (c) overall impression (25%)

- If there aren't any entries that earn a minimum criteria score of 80% for a grade band, no one will be determined a winner. Judges decisions are final and binding. Only winners will be notified.
- For the **art generated using the Artificial Intelligence software** category, a panel of judges consisting of Stride Inc. personnel and non-Stride Inc. personnel ("Judges") will determine 10 finalists per grade band (Grade Bands: K-2, 3-5, 6-8, 9-12) (total of 40 finalists) utilizing the following judging criteria:
 - (a) creativity and originality in the prompt written for AI software (50%)
 - (b) detail and quality of the prompt written for AI software (25%)
 - (c) overall impression given by the generated art (25%)
- These finalists will move on to a final round of public voting to determine one winner per grade band (Grade Bands: K-2, 3-5, 6-8, 9-12) for a total of 4 winners.
 - Public voting will happen through the art Competition landing page for a two-week period. Any individual will be eligible to vote and will be allowed four votes per day during the voting period.

TIES: In the event of a tie, the entry with the highest score in creativity and originality will be declared the winner. In the event of a further tie, the entry from among the tied entries with the highest score received for quality and execution of the artwork will be declared the winner. In the event of further ties, the Judges will make the final determination as to which entry will win.

In the event of a tie within the People's Choice category, the scores received by the Judges in the overall scoring will be reviewed, and the entry with the highest score from the Judges will be the deciding factor in breaking a tie for the People's Choice category. If there is a tie in the Judges' scores, the entry with the highest score received for Quality and execution will be declared the winner. In the event of further ties, the Judges will make the final determination.

The Sponsor reserves the right not to award a prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified entries for a given category.

COMPETITION PRIZES & CORRESPONDING APPROXIMATE RETAIL VALUES ("ARV"):

- **For the 2D physical works of art and digital works of art categories:**
 - 1st place: \$1,500 e-gift card (ARV: \$1,500);
 - 2nd place: \$500 e-gift card (ARV: \$500);
 - 3rd place: \$250 e-gift card (\$250).
- **For the art generated using the Artificial Intelligence software category:**
 - People's Choice Winner in each grade band: \$500 e-gift card (ARV: \$500);

Total ARV up to \$20,000.

Stride will issue a 1099 where required by law. Amazon is not, in any way, associated with Sponsor or this Contest. Gift cards will not be replaced if lost, stolen, or misused. IRS form

1099 may be issued and filed, and winners are required to provide all information necessary for the form 1099 prior to receiving the award. If form 1099 is not received within 7 days of winner notification, winner forfeits winning prize amount(s). Winners are solely responsible for all taxes.

WINNER NOTIFICATION: Winners will be notified by email, or telephone, and/or U.S. mail within 5 business days of the Winner Reveal and may be required to complete and return a notarized Affidavit of Eligibility and Liability and, where permissible, a Publicity Release ("Affidavit/Release"), within seven days of the date specified on notification, and some sort of video testimonial about your Competition experience, or an alternate winner may be determined. If an Affidavit/Release and/or if any required document(s) is not returned within such time period, or if a selected winner cannot accept or receive the prize for any reason, or if they are not in compliance with these Official Rules, the prize will be forfeited, and an alternate winner may be determined. Winner Reveal Ceremony time and a link to access will be posted on the art Competition landing page 30 days prior to the winner reveal. Winners may be invited to participate in the winner reveal live. If winner is unable to attend due to personal or extenuating circumstances, they forfeit the trip winnings and there will be no substitution.

Should the Entrant's prize include a trip of any kind for the Entrant and any supporting individuals, if at any point the Entrant and/or the supporting individuals decide not to attend, they will be responsible for reimbursing the Sponsor for any trip costs that may have accumulated up until that point of time. If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in their state of primary residence, the prize will be awarded in the name of the winner's parent or legal guardian who will be required to execute Affidavit/Release (or any required document) on minor's behalf. Prizes are awarded within 30 days after winner verification. If potential winners do not respond within 30 days, they will no longer be eligible to receive their prize. Prizes are not redeemable for cash and are non-assignable or transferable. No substitutions are permitted except the Sponsor reserves the right to substitute a prize, or portion of any prize, with one of equal or greater value in case of unavailability. Winners acknowledge that the Sponsor and all other businesses concerned with this Competition and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness, or merchantability of any aspect of any prize. Each winner will be responsible for all federal, state, local, and income taxes associated with winning their prize. Incidental expenses on any prize not specified herein are each winner's sole responsibility. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, photo, and statements for purposes of advertising, trade, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, or permission.

CONDITIONS OF ENTRY: Entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and on their behalf, and on behalf of their respective heirs,

executors, administrators, legal representatives, successors, and assigns ("Releasing Parties"), release, defend, and hold harmless the Competition Entities, as well as the employees, officers, directors, and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Entrant's participation, acceptance and use or misuse of any prize.

In the event Sponsor is prevented from continuing with the Competition as planned herein by any event beyond its control, including but not limited to fire, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any winner or guest, Sponsor shall have the right to modify, suspend, extend, or terminate the Competition. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Competition or use or redemption of any prize.

This Competition shall be governed by and interpreted under the laws of the Commonwealth of Virginia, U.S., without regard to its conflicts with laws provisions. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of, or in connection with, this Competition shall be resolved, upon the election by Entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and Entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and Entrant alone.

Furthermore, Claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect

on issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement, and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, the entire provision (other than this sentence) shall not apply. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Competition, or in the announcement of any prize.

Sponsor and Entrant agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any the Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within 30 days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any office of the American Arbitration Association.

LIMITATIONS OF LIABILITY FOR WEB ACCESS: The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Competition, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to the website. The Sponsor is not responsible for injury or damage to an Entrant's or any other person's computer related to or resulting from participating in this Competition or downloading and/or uploading materials from or using the website. If for any reason the Competition is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Competition, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition and determine winners from all eligible entries received prior to that action taken.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro, or use of automated devices, are void. Entries made with multiple email addresses, under multiple identities, or using any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void. In the event of a dispute, entries (including photos and/or essays) will be deemed to have been submitted by the Authorized Account Holder of the email address provided at the time of entry. "Authorized Account Holder" means the natural person assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, or misdirected entries.

WINNERS LIST: For the names of the winners (available 5 business days after the Winner Reveal), please visit <https://enrichment.k12.com/>.

OPT IN/OPT OUT: By entering the Competition, Entrants agree that collected information from Entrants may be used for future communications (via U.S. mail, phone, text, or email) by Sponsor regarding its products and services, including current offers and promotions, in addition to being used to notify winners. Refer to the Sponsor's privacy policy at <https://www.stridelearning.com/privacy-policy.html> to learn how to opt out if you do not wish to receive future offers from Sponsor.