



The National Theatre for Children

SCHOOL CONTEST

The My Energy Kit Challenge School Contest

Official Rules

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

The 2022-23 School Contest entry period begins July 1, 2022, and ends on May 31, 2023. Winners will be announced no later than July 15, 2023. Prizes will be awarded throughout the year and no later than August 15, 2023. 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-ups within their school community. As part of an energy literacy curriculum, NTC is delivering educational performances to schools and sending students home with Energy Efficiency Kit request forms. The top three (3) elementary schools and top three (3) middle/high schools, each semester, with the highest number of household requests will win grand prizes ranging from \$1,000 to \$2,500.
- 2. ELIGIBILITY and CONTEST ENTRY:** 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. A minimum of 100 qualified household requests is required to be eligible for the grand prizes.

All entrants must meet the following criteria:

- a. Must be at least 18 years of age at the time of entry.
- b. Must be participating members of The National Theatre for Children Duke Energy and Duke Energy Progress Energy Program.
- c. Must properly submit registration provided by Duke Energy and Duke Energy Progress for Energy Efficiency Kit requests.
- d. Valid registration for requests must be on file with NTC by the end of School Contest, May 31, 2023.

- 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 request 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.

4. **DEADLINE:** The deadline will be strictly enforced. Entry forms and/or online or phone call request submissions will not be accepted beyond May 31, 2023 for the 2022-23 School Contest period.
5. **WINNER(S):** The grand prize-winning schools will be announced no later than January 7, 2023 for the fall semester participants and no later than June 3, 2023 for the winter and spring semester participants. Winners will be announced no later than July 15, 2023 for the 2022-23 School Contest period. 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 thirty (30) 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.

The winning schools 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:** The top three (3) elementary schools and top three (3) middle/high schools, each semester, with the highest number of household requests will win grand prizes of \$2,500 for first place, \$1,500 for second place and \$1,000 for third place. A minimum of 100 requests is required to be eligible for the grand prizes. Schools that first host the program between August 1, 2022 and December 31, 2022 are eligible for the fall grand prizes. Schools that host the program between January 1, 2023 and May 31, 2023 are eligible for the winter/spring grand prizes. Contest winners will be announced on January 7, 2023 and June 3, 2023. Prizes will be paid by check payable to the winning school. The retail value of each prize, including shipping and handling, ranges from \$1,000 to \$2,500. The odds of winning are dependent on the number of valid submissions. The total maximum prize amount awarded in this School Contest is approximately \$20,000. All prizes will be awarded in connection with the School Contest.

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 thirty (30) 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:** 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, 7003 West Lake Street, Suite 200, Minneapolis, MN 55426**. Requests must be received by August 5, 2023, for the 2022-23 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. 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.