

Extraordinary Moments Video Contest 2008 Terms & Conditions



I. Instructions

Video guidelines

1.) Create your own 30 second commercial to answer the following question:

4 How do SMART products help you create extraordinary moments in your classroom?

- Refer to the product using the full description – the “SMART Board interactive whiteboard”
- Remember to include your name, your school name and the name of the subject you teach in the closing credits of the video
- Be creative!

How to enter

2.) Upload your video to the Extraordinary Moments contest channel here:

<http://www.teachertube.com/upload.php?>

- You must read and accept the contest terms and conditions outlined below in I. Rules & Regulations and II. Consent to Use
- Videos can be uploaded in WMV, .AVI, .MOV, .MP4, .MPG and .FLV file formats and must be 30 seconds or shorter in order to qualify
- Entries must be uploaded to the Extraordinary Moments contest channel by 11:59 pm MST, May 31, 2008
- Visit <http://www.teachertube.com/extraordinary> for more information. You can also email your questions to smartexchange@smarttech.com. For help with uploading, please refer to <http://www.teachertube.com/help.php> for more information.

Prizes

By entering the SMART Technologies Extraordinary Moments contest, you could win a trip to NECC and a technology package from SMART for your school, or, if you are not employed by a school, for a beneficiary accredited school, if your entry is received by SMART before May 31, 2008.

Grand prize description and approximate value

One first place entry will win a trip to attend the National Education and Computing Conference (NECC) 2008 Conference in San Antonio, Texas, to attend the premiere of their commercial, whereby SMART will pay up to a value of USD\$2,000 for costs related to airfare, hotel accommodation and NECC 2007 registration fee. The winner will also receive a SMART Board interactive whiteboard, valued at approximately USD\$3,500.

The total grand prize package is valued at over USD\$5,000. All shipping costs associated with the delivery of the prize to the winner's designated beneficiary school will be paid for by SMART.

Prize notification

The winner will be notified via email the week of June 9, 2008. The winning commercial will be announced and debuted at NECC 2008.

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II. Rules & Regulations

1. You must be at least 18 years of age or older to participate.
2. Contest is open to all North American educational institutions that employ pre-service and in-service teachers.
3. Acknowledgement and acceptance of the Contest Terms and Conditions must accompany all submissions.
4. It is entrant's responsibility to ensure compliance with any terms and conditions set forth by TeacherTube.
5. Entries must be received by midnight (MST) May 31, 2008.
6. SMART is not responsible for lost or delayed entries.
7. All entries become the property of SMART Technologies ULC and will not be returned.
8. Videos may be used on SMART's website, in SMART marketing CD-ROMs and in other marketing collateral by SMART and its subsidiaries.
9. By entering this competition, all entrants agree to the use of the Creation, name and location of their educational institution for promotional purposes such as but not limited to magazine publications, press releases, online access and distribution and tradeshow events.
10. Where copyright protected materials are used, entrants shall ensure that written consent is obtained by the copyright holders. Alternatively, copyright free content can be downloaded from:
 - a. <http://incompetech.com/m/c/royalty-free/>
 - b. <http://mp3.com>
11. Prize winners will be notified by email on or before June 9, 2008, and prizes will be awarded on or before July 15, 2008.
12. Entrants must designate a beneficiary school in order for the submission to be validated. The designation, once made, is irrevocable, and the accredited school becomes the beneficial owner of the prize package once it is delivered by SMART.
13. Any and all student release forms will be the sole responsibility of the teacher and/or school submitting the video and by uploading your video to TeacherTube, you acknowledge and agree that the required student release forms have been executed.
14. Winners are solely responsible for all taxes and/or fees that may be incurred. Winners may be required to verify proper and legal picture identification within 30 days of notification of winning prize. Winner may forfeit any and all prize winnings if verification cannot or has not been made within 30 days of being notified.
15. Prizes must be accepted as described, with no cash or product substitutes.
16. If the specified prize becomes unavailable due to unforeseen circumstances, SMART may substitute a prize of like or equal value.
17. No liability or responsibility is assumed or incurred by SMART for lack of satisfaction with the prizes.
18. No purchase necessary. Purchases will not improve chances of winning.
19. Contest is void where prohibited or restricted by applicable national, state or governmental laws.
20. Contest is not open to employees of SMART and members of their immediate families or people domiciled with them.
21. Contest is not open to educational institutions in the Province of Quebec.
22. SMART reserves the right to alter any rules of any contest at anytime. If you have any questions or complaints this contest, please contact smartexchange@smarttech.com.

Method of determining winners

One (1) grand prize winner and four runner-up winners will be selected the week of June 2, 2008 by SMART's education team. The grand prize winner will be notified the week of June 9, 2008. The top five videos will be shown at NECC 2008.

Number of submissions

Entrants are encouraged to create and post as many videos as they would like, per the eligibility requirements noted above.

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Terms & Conditions



III. Consent to Use

The undersigned hereby gives its consent to SMART Technologies ULC (“**SMART**”) for the use, reproduction in any form and the publication in any media of the writings, digital content or other works (the “**Creation**”) which constitutes its entry in the SMART Teacher Tube Video Contest 2008.

The undersigned assigns copyright in and to the Creation to SMART and also waives any and all moral rights and other rights it may have in the Creation including but not limited to the right to restrain or claim damages of distortion, mutilation or other modification of, the right to restrain use of reproduction of, the right to the integrity of and the right to be associated with the Creation.

The undersigned confirms that children appearing in their Creation are done so with the consent of the child’s legal guardian or parent, and upon request from SMART will be able to produce confirmation of such consent.

The undersigned confirms that the use of any copyright protect material in the Creation is done so with the expressed written consent of the copyright holder having regard to the SMART Teacher Tube Video Contest 2008 details herein. A copy of such consent must be included with your entry.

The undersigned hereby agrees to hold SMART Technologies ULC and its affiliates, subsidiaries, licensees, sponsors, assigns and distributors harmless from and against, and hereby waives any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any SMART website, publication or any other use authorized under these terms, of any photo or information submitted to SMART.

The undersigned agrees to execute and deliver all further documents or do such things as may be required or deemed by SMART to be advisable at SMART’s expense to give full effect to this consent.

This consent shall be interpreted and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. If any provision of this consent is invalid, unenforceable, in conflict with, or in violation of, the law of the governing jurisdiction or any other relevant jurisdiction, such provision shall be inoperative and the validity of the remaining provisions shall not be affected. The undersigned agrees to submit to the exclusive jurisdiction of the laws and courts of the Province of Alberta, Canada.

This consent shall be irrevocable and shall ensure to the benefit of and be binding upon the undersigned and its successors and assigns.

This consent is submitted on behalf of an educational institution involved in K-12 or Higher Education instruction or administration and the undersigned represents and warrants that it has the authority to submit this consent on behalf of such institution and on the terms and conditions set forth herein.