

Tom's of Maine 2016 ~ Green Your School Fund ~ Terms & Conditions

No purchase necessary

Participation Period

- The “Green Your School Fund” is a new initiative from Tom’s of Maine. The company has teamed up with DonorsChoose.org to give \$1 million dollars to classrooms nationwide so students can roll up their sleeves and understand at an early age the impact they can have on the planet. Educators across the country submitted environmental lesson plans through DonorsChoose.org and a panel of judges chose the ten most creative ideas as finalists. The finalists are part of just one program in the overall \$1 million Green Your School Fund. Consumers across the country will vote for their favorite project. There is no product purchase necessary in order to enter or vote in the Green Your School Fund initiative.
- The voting phase will start on or about 12:00 PM ET/9:00 AM PT on July 11, 2016 and end at 11:59 PM ET/8:59 PM PT on October 17, 2016.
- Projects selected to receive funding will be notified on or before November 15, 2016.
- Funds will be distributed to the selected project winners on or before December 31st, 2016.

Selection of Semi-finalists & Finalists

Selection of the ten (10) final projects to receive funding will take place in two phases:

1) Semi-finalist Selection

An internal panel at DonorsChoose.org will narrow qualifying projects down to top twenty (20) semi-finalists. Semi-finalist selection will be based on the following criteria:

- a) Overall originality (50%)
- b) Degree of student engagement (25%)
- c) Topical relevance (25%)

2) Finalist Selection

An external panel of judges will narrow down the 20 semi-finalists to ten (10) finalists to be featured in the final, public voting phase. Finalist selection will be based on the following criteria:

- a) Overall originality (50%)
- b) Degree of student engagement (25%)
- c) Topical relevance (25%)

In the event of a tie, the tying Entry with the highest score for creativity will be the winner. In the event of a further tie, the entrants will be re-judged based on student engagement. The decision of the judges is final.

Voting Period

The ten (10) finalists will be posted on www.GreenSchoolFund.com and the public will be encouraged to vote from Monday, July 11, 2016 – Monday, October 17, starting at 12:00 PM (noon) ET/9:00 AM PT. The public can vote for one (1) finalist project once (1) per day. For purposes of voting, a “day” shall be defined as the 24-hour period beginning at 12:00:01 AM Eastern Time and ending at 11:59:59 PM Eastern Time with the exception of the first day of voting, which constitutes a 12-hour period. A valid Facebook account is required to vote. If multiple browsers are used to vote more than once (1) per day, or if any school entity encourages or employs this practice to its employees or supporters, votes and/or the classroom project will be disqualified. Tom's of Maine reserves the right to disqualify votes and/or the classroom project for activities deemed not in the spirit of the program rules, terms and conditions.

Tom’s of Maine reserves the right, in its sole discretion, to void any votes generated by script, macro, or other automated means and to prevent further participation from any participant using such means. Tom’s of Maine is not responsible for any (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Tom’s of Maine on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (ii) any injury or damage to Entrant’s or any other person’s computer related to or resulting from participating in the Campaign, or (iii) the failure of any third party to comply with the instructions and proper administration of this Campaign. Failure to comply with these Terms and Conditions may result in disqualification from the Campaign. Tom’s of Maine reserves the right to: permanently disqualify from any Campaign it sponsors any person it believes has intentionally violated these Terms and Conditions; and terminate the Campaign or the online portion of the Campaign if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Campaign), or to select winners from among all eligible nominations received prior to termination. Winner disqualification is at the sole discretion of TOMs should voting impropriety be suspected or confirmed.

Winner Selection & Prizing

The project with the most public votes will receive \$25,000 in classroom funding in the form of a DonorsChoose.org gift card. Additional funding will be provided in the following denominations provided in the form of a DonorsChoose.org gift card and must be redeemed according to DonorsChoose.org policies and procedures:

- d)** Second place winner: \$15,000
- e)** Third place winner: \$10,000

- f) Seven honorable mentions: \$2,000 each

Total Approximate Retail Value of all funding awarded is \$64,000.

Obligations of Classrooms Selected to Receive Funding

Classrooms selected to receive funding agree to coordinate with Tom's of Maine in the creation and distribution of a press release announcing the project to the public. Tom's or DonorsChoose.org may request additional assistance from the teacher or school in promoting this collaboration. Examples of this assistance might include, but are not limited to, site visits conducted by Tom's of Maine employees and the joint coordination of public or media events. Tom's of Maine respects that the organization's ability to respond to these requests is dependent upon available resources of time and staff. None of these efforts will be undertaken without the mutual agreement of both parties.

Classrooms selected to receive funding agree to provide to DonorsChoose.org progress reports as well as a selection of photos and short, written recap once the project is fully funded and completed.

General Terms and Conditions

The following terms and conditions apply to participating teachers, classrooms and schools ("you" or "the school") submitting a funding request.

- a) You agree that the decisions of Tom's of Maine and the selection panel described above with respect to any and all aspects of this project shall be final.
- b) You agree that your participation is voluntary, and understand that Tom's of Maine may, in its sole discretion, terminate your and/or the school's involvement should you or the organization fail to adhere to these Terms and Conditions.
- c) You confirm your authority to serve as an official representative of the school detailed in the project application.
- d) You and the school agree to release and hold harmless Tom's of Maine, Inc., its parents, affiliates and subsidiaries, agency partners and the selection panel, from any and all liability arising from participation, and/or acceptance, possession or use/misuse of sponsorship funding.
- e) You and the school grant to Tom's of Maine the right to use all submitted content (including school and teacher name, project details, support documentation and images) for marketing and other purposes, in any media whatsoever, without compensation (monetary or otherwise) in perpetuity. To the extent that you provide any support materials, you and the organization grant Tom's of Maine the right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display the support material for any purpose, including advertising, publication, and promotion.
- f) You and the school represent that to the extent any submitted material contains names, pictures, images or voices of persons other than yourself, or third party

elements not owned by you, that you have obtained express written consent to use this material in your application and that the usage rights outlined above apply to these materials.

- g) You and the school understand that Tom's of Maine is not responsible for lost, stolen, garbled, late, incomplete, invalid, unintelligible, or misdirected submissions, which are void; telephone, computer, server, or other technical failure or error; or any disruptions to the voting process or communication, technical, or otherwise.
- h) Funding will be supplied in the form of a gift card, which can only be used for the project outlined in the DonorChoose.org submission.

Administration

All decisions of Tom's of Maine and the judges regarding the selection of schools to receive funding and all other aspects of the Green Your School Fund Campaign shall be final and binding in all respects. Tom's of Maine will not be responsible for typographical or printing or other errors, administration of the Campaign, the announcement of selected organizations or other inadvertent errors in these Terms and Conditions or in other materials relating to the Campaign.

While new projects are no longer eligible for the Green Your School Fund innovation contest (the deadline for submissions was May 27), all qualifying projects will still receive a match offer. All public school teachers are invited to enter their original environmental science project for their students that combines hands-on learning with pressing environmental issues at DonorsChoose.org.