NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL DETERMINATIONS MADE BY CONTEST SPONSOR ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

THE CONTEST: The goal of the XQ Institute, a California nonprofit benefit corporation at 248 3rd St. #319, Oakland CA 94607 (“Sponsor”): The Super School Project (the “Contest”) is to conceive, discover, design, develop, fund, and ultimately build innovative public high schools (the “XQ Super Schools”) and craft imaginative high school curriculum for today’s students. Because of the rigor required by the Contest application process to bring XQ Super Schools from conception to reality, participants in this Contest must create and compete in teams (each, a “Team Entrant”). The Contest website my.xqsuperschool.org contains valuable resources and tools to assist with forming teams and preparing each required portion of the Contest application. By participating in the Contest, each Participant (defined below) and each Team Entrant agrees to comply with and be bound by these Official Contest Rules (the “Official Rules”) and the decisions of Sponsor.

1. TIMING. The Contest begins on September 11, 2015 at 5:00:00 p.m. Pacific Time (“PT”) and ends August 4, 2016 by 11:59:59 p.m. PT (the “Contest Period”). All Initial Entries (defined below) must be entered into the Contest and received by Sponsor between 5:00:00 p.m. PT on September 11, 2015 and 11:59:59 p.m. PT on February 1, 2016 (the “Initial Submission Period”). All Semi-Finalist Entries (defined below) must be received by Sponsor between 12:00:00 a.m. PT on March 1, 2016 and 11:59:59 p.m. PT on April 19, 2016 (the “Semi-Finalist Submission Period” and collectively, with the Initial Submission Period, the “Submission Period”). All such submissions must be received by Sponsor as required herein prior to the expiration of the applicable Submission Period. Sponsor’s server shall be the official clock of the Contest. Contest Winners (defined below) will be announced on August 4, 2016.

2. ELIGIBILITY. The Contest is open only to Team Entrants comprising individuals who: (i) are legal residents of the United States; (ii) at the time of entry are at least 13 years of age or older; and (iii) from the time of entry throughout the Contest Period are not related to any of the Contest Judges (as defined below) or to any subject matter experts assisting Sponsor in the conduct of the Contest (the “Participants”). Employees, contractors, directors and officers of Sponsor and each of its respective parents, subsidiaries, affiliated companies, promotional partners, distributors, fulfillment and promotion agencies involved in the administration, development, providing of prizes and execution of this Contest, are not eligible to participate in the Contest. Each Team Entrant must include at least one eligible participant over the age of 18 to serve as designated team leader.

With respect to participation by any minor (as defined in her or his state of residence) (a “Minor”), such individual shall clear her or his participation in this Contest and her or his understanding of the Official Rules in connection herewith with her or his respective parent and/or legal guardian(s) who shall be the designated agent for such Minor hereunder. Any such
Minors must have written permission from such parent or legal guardian to participate. In the case a Minor is a member of a winning Team Entrant, the Minor and her/his parent or legal guardian will be required to sign any documents required by Sponsor.

For the avoidance of doubt, if it is found, at any time during or after the Contest Period, that any of the eligibility criteria herein are not met with respect to any Participant or Team Entrant, such Team Entrant or Participant may be disqualified from the Contest (as determined by Sponsor).

3. ENTRY REQUIREMENTS AND INSTRUCTIONS. Participants must submit, before the expiration of the Initial Submission Period, a completed initial Contest application (the “Initial Entry”), the form for the Initial Entry can be located and downloaded at my.xqsuperschool.org. Participants must submit such Initial Entry as a Team Entrant and may submit the Initial Entry online by registering at my.xqsuperschool.org or by mailing a copy of such Initial Entry to XQ Institute: The Super School Project, 248 3rd St. #319, Oakland, California 94607. The Initial Entry of any Team Entrant will only be deemed valid if each required portion of the Contest application is timely completed in its entirety, including, but not limited to, (i) timely submission of written permission from the parent or legal guardian of each Minor permitting the Minor to participate in the Contest and (ii) submission of written permission for any non-Participant individuals whose name, likeness, or other identifying indicia is included in the Team Entrant’s Initial Entry.

Semi-Finalists (as defined below and as determined in accordance with the judging criteria and process below) will be selected by March 1, 2016 at 11:59:59 p.m. PT and will be notified in accordance with the contact information provided in the Initial Entry. Sponsor will select up to fifty (50) Semi-Finalists from all eligible Initial Entries. Sponsor shall have discretion to select fewer than fifty (50) Semi-Finalists based on the judging rubric scores of eligible Initial Entries.

Such Semi-Finalists will be required to complete the Develop Application Supplement, further developing the ideas and designs set forth in the Initial Entry, which Develop Application Supplement can be located and downloaded at my.xqsuperschool.org (the “Semi-Finalist Entry”). Semi-Finalists may submit the Semi-Finalist Entry online through my.xqsuperschool.org or by mailing a copy of such Semi-Finalist Entry to XQ Institute: The Super School Project, 248 3rd St. #319, Oakland, California 94607. The Semi-Finalist Entry of any Semi-Finalist will only be deemed valid if each required portion of the Contest application and Develop Application Supplement are timely completed in their entirety.

Finalists (as defined below and as determined in accordance with the judging criteria and process below) will be selected by June 1, 2016 at 11:59:59 p.m. PT and will be notified in accordance with the contact information provided on the Semi-Finalist Entry. Sponsor will select up to twenty-five (25) Finalists from all eligible Semi-Finalist Entries. Sponsor shall have discretion to select fewer than twenty-five (25) Finalists based on the judging rubric scores of eligible Semi-Finalist Entries.

Contest Winners (as defined below and as determined in accordance with the judging criteria and process below) will be selected by July 10, 2016 at 11:59:59 p.m. PT, and will be notified in accordance with the contact information provided on the Semi-Finalist Entry. Sponsor will select up to five (5) Contest Winners from all eligible Finalists. In the event of a tie, Sponsor
may, in its sole discretion, select more than five (5) Contest Winners. The prizes awarded to Contest Winners will remain constant regardless of whether more than five (5) Contest Winners are selected. Alternatively, a tie may be determined by majority vote of the Luminary Judges (defined below).

If attempts to contact selected Semi-Finalists, Finalists, and Contest Winners are unsuccessful, and no response is received within 48 hours of an initial attempt, Sponsor will select alternate Semi-Finalists, Finalists, and Contest Winners, determined in Sponsor’s sole discretion in accordance with the judging criteria and process below.

The identity of the Contest Winners will be announced by August 4, 2016 at 11:59:59 p.m. PT and may be obtained by sending to Sponsor after August 4, 2016 a self-addressed stamped envelope to “XQ INSTITUTE: THE SUPER SCHOOL PROJECT - CONTEST WINNERS” to 248 3rd St. #319, Oakland, California 94607. The Contest Winners’ identities will also be available online at xqsuperschool.org

Initial Entries and Semi-Finalist Entries will not be returned to Participants or Team Entrants after submission. Each Team Entrant and Participant is solely responsible for ensuring any and all licenses and rights for the content included in her, his, or its submissions have been obtained at the time such submission is provided to Sponsor. Sponsor shall have the right, in Sponsor’s sole discretion and/or at the request of any third party, to require documentation evidencing any clearances or licenses to any and all content used in a submission in connection with the Contest. In the event that any Team Entrant is unable to provide sufficient evidence of the right to use any content or materials in connection with its submission(s), Sponsor may disqualify Team Entrant from the Contest in Sponsor’s sole discretion. Each Team Entrant, by submitting any submission in the Contest, hereby warrants and represents that the submission(s) meet the following requirements:

- The submission does not propose a private school, a school with religious affiliation, or a for-profit school;
- The submission comprises original works of Team Entrant and materials controlled by Team Entrant and/or materials to which Team Entrant has the right to use throughout the Contest and after the Contest as contemplated hereunder;
- The submission is not sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, and does not contain nudity;
- The submission does not 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;
- The submission is not obscene or offensive or endorsing of hate or hate groups, does not defame, misrepresent or contain disparaging remarks about Sponsor or other people;
- The submission does not contain trademarks, logos, or trade dress owned by others or promote or advertise any brand or product, without written permission, and does not contain sensitive personal information;
- The submission does not contain materials embodying the names, likenesses or other identifying indicia of others, other than Team Entrant (and Participants of Team Entrant), without written permission;
• The submission has been submitted with consent of parent and/or legal guardian if any Participant contributing to the submission is a Minor (as defined in Participant’s state of residence); and
• Submission does not depict and is not a violation of any law or regulation.

Each Team Entrant and Participant agrees not to upload, post, or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses, or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. Any attempt to deliberately damage any website and/or undermine the operation of the Contest is a violation of criminal and civil laws, and Sponsor reserves the right to seek damages from any person who makes such attempt(s).

4. **NO LIMIT ON NUMBER OF ENTRIES PER PARTICIPANT.** A Participant may enter the Contest as many times as a Participant desires as part of any number of Team Entrants. Each Team Entrant may only submit one Initial Entry, and if so invited, one Semi-Finalist Entry.

5. **JUDGING CRITERIA AND PROCESS.** Semi-Finalists (defined below), Finalists (defined below), and Contest Winners (defined below) will be selected from all eligible entries based on the creativity, thoroughness, viability as a public high school, alignment with the values of the Contest, community endorsement, likelihood of realizing the goals of the Contest, and commitment of Team Entrant participants and their supporters to implementing the proposed XQ Super School, as determined by the Contest evaluators, including the XQ Evaluators, Semi-Finalist Contest Judges, and Luminary Judges, as applicable (collectively, the “Contest Judges”). The judging rubrics used to assess Initial Entries, Semi-Finalist Entries, and Finalists have been expertly developed and the Contest Judges will be trained to use the rubrics fairly and consistently.

**Initial Entries Judging:** Initial Entries will be judged by XQ Evaluators. These evaluators will include Sponsor’s employees and/or independent contractors familiar with the mission of the Contest and trained in the rubric assessment of Initial Entries. XQ Evaluators will be supported by certain subject matter experts including, but not limited to, experts in the fields of training and labor force; education; adolescent learning; technological solutions; youth development; professional leadership; civil rights; and arts and culture. Such evaluators shall use judging rubric scores as the sole criteria for determining those Team Entrants who shall become semi-finalists and go on to the second round of evaluation (“Semi-Finalists”).

**Semi-Finalist Judging:** Semi-Finalist Entries will be judged by the Semi-Finalist Contest Judges. These judges will include invited volunteers, Sponsor’s employees, and/or independent contractors familiar with the mission of the Contest and trained in the rubric assessment of Semi-Finalist Entries. Semi-Finalist Judges will be supported by certain subject matter experts including, but not limited to, experts in the fields of education governance; finance; performance measurement and evaluation; law; recruitment and sourcing; educational program development, assessment, and implementation; capacity building; education policy; and traditional education and alternative education curricula. Such judges shall use judging rubric scores as the sole criteria for determining those Team Entrants who shall become finalists and go on to the third round of evaluation (“Finalists”).
**Finalists:** Finalists will be judged by the Luminary Judges. These judges will include invited volunteers familiar with the mission of the Contest and trained in the rubric assessment of Finalists. Luminary Judges will be supported by certain subject matter experts including, but not limited to, experts in the fields of public education finance; education governance; human resources; law; organizational development; performance management; and facilities management. Such judges shall use a combination of judging rubric scores and performance in the Finalist Workshops to determine the ultimate winners of the Contest (the “Contest Winners”).

The decisions of any and all of the Contest Judges are final, binding, and not subject to appeal. Sponsor reserves the right to not award any/all prizes in its sole discretion if it does not receive a sufficient number of qualified and eligible entries or otherwise for reasons of force-majeure or causes beyond Sponsor’s reasonable control.

Each Team Entrant may apply in writing to XQ Institute: The Super School Project, 248 3rd St. #319, Oakland, California 94607 to request a copy of the Team Entrant’s Initial Entry judging rubric score as well as the Team Entrant’s Semi-Finalist Entry and Finalist judging rubric scores, where applicable.

6. **FINALIST REQUIREMENTS.** Finalists will be required to sign an agreement (“Finalist Agreement”), upon Sponsor’s request, that will require, among other things, the Finalist’s agreement to (i) travel to and participate in a Finalist Workshops and (ii) participate in any documentary or reality filming Sponsor elects to conduct, in Sponsor’s sole discretion. The Finalists will have seven (7) days to execute a Finalist Agreement and return the signed Finalist Agreement to Sponsor. Sponsor will cover all pre-approved travel costs and fees incurred by Finalists in connection with travel to and participation in the Finalist Workshop and/or any documentary or reality filming.

7. **CONTEST WINNER REQUIREMENTS.** Contest Winners will be required to sign an agreement (“Contest Winner Agreement”), upon Sponsor’s request, that will require, among other things, the Contest Winner’s agreement to (i) extend the non-exclusive Application License (defined below) and publicity grant herein to Sponsor for five years after execution of the Contest Winner Agreement; (ii) keep confidential that the Team Entrant is a Contest Winner until Sponsor publicly announces the identity of the Contest Winners on August 4, 2016; (iii) create and/or identify the 501(c)(3) entity or trust to which the prize will be paid, if required by Sponsor; (iv) spend the prize solely for the purpose of funding the construction and operation of the Contest Winner’s XQ Super School; (v) meet certain identified milestones in the development and operation of the Contest Winner’s XQ Super School; and (vi) return any unspent prize amount to Sponsor if Contest Winner does not, for any reason, develop and operate an XQ Super School or Contest Winner’s XQ Super School ceases operation, for any reason, within five years of the execution of the Contest Winner Agreement. The Contest Winners will have seven (7) days to execute a Contest Winner Agreement and return the signed Contest Winner Agreement to Sponsor.

8. **PRIZES.** Each Contest Winner will be awarded $10 million to fund the development and operation of the Contest Winner’s XQ Super School. The prize will be paid in five (5) $2 million payments over the course of five years following the announcement of the Contest
Winners with the first payment being made by electronic transfer, or other means as determined by the Sponsor, to the Contest Winner, or a trust established on behalf of the Contest Winner or a 501(c)(3) nonprofit entity formed by the Contest Winner, if required by Sponsor, on, or near, August 4, 2016 and each subsequent payment being made on the anniversary of that first payment.

The odds of winning depend on the number of eligible entries.

9. NON-EXCLUSIVE LICENSE AND PUBLICITY OF CONTEST APPLICATION. By submitting a Contest application, and later, if applicable, a Develop Application Supplement, as an Initial Entry, and later, if applicable, Semi-Finalist Entry, to the Contest, each Participant and Team Entrant grants to Sponsor a nonexclusive, worldwide, royalty-free, fully paid, nontransferable, right and license to use, copy, modify, publish, adapt, display, or prepare derivative works of the Contest application and Develop Application Supplement and its component parts in connection with (a) the judging process, (b) the advertising, promotion, or reporting of the Contest and of the Participant’s or Team Entrant’s Contest application, and (c) promoting high school education, all without additional compensation or notification to, or permission of the Participant or Team Entrant, except as prohibited, or required, by law (the “Application License”).

Except as provided under the Contest Winner Agreement (as defined in Paragraph 7 of these Rules), this Application License shall expire and terminate on the latter of (i) the date of a pitch session conference Sponsor may hold, in Sponsor’s discretion and announced prior to January 1, 2017, to connect non-Contest Winner Participants and Team Entrants with third parties interested in helping develop and fund Participants’ and Team Entrants’ XQ Super School concepts or (ii) January 1, 2017.

10. RIGHT OF PUBLICITY GRANT TO SPONSOR. By submitting an Initial Entry, each Participant grants to Sponsor and its designees the right to use her or his name, photograph, likeness, biographical information, and voice for any purposes relating to the advertising, promotion, or reporting of the Contest, in any and all media now or hereafter known throughout the world in perpetuity without further notice, permission, or compensation, except where prohibited by law. Participant understands and accepts that the only compensation the Participant will receive for granting this right is the publicity the Participant may receive by the publication or broadcasting of the Participant’s entry into the Contest and/or the announcement of the Participant’s participation in the Contest.

11. COMPLIANCE WITH RULES, REPRESENTATIONS, AND WARRANTIES. By participating in the Contest, each Participant of each Team Entrant represents and warrants that that she or he has read, understands and will comply with these Official Rules. Each Participant represents and warrants that she or he—or her or his teammates—has or have all rights in any and all parts of any Contest submission to be able to grant to Sponsor all rights and licenses set forth herein.

Sponsor may, in its sole discretion, modify these Official Rules, and modify or cancel this Contest because of technical errors or malfunctions, or for other reasons, or for no reason. In such event, Participants will not be entitled to any remuneration. Sponsor also reserves the right
in its sole discretion to disqualify any Participant or Team Entrant who fails to comply with these Official Rules or who attempts to enter this Contest in any manner or through any means other than as described in these Official Rules.

All prizes are non-transferable and non-assignable, except insofar as a prize is to be paid to a trust set up on behalf of a Contest Winner or a 501(c)(3) nonprofit entity formed by a Contest Winner. Taxes on the prizes, if any, are the sole responsibility of the Contest Winners. If the value of prizes a Participant receives directly from Sponsor in the current year exceeds $600, then the Participant needs to provide her or his social security number or tax identification number to receive the prize. Sponsor makes no warranty, guaranty, or representation of any kind concerning the prizes and disclaims any implied warranty thereto.

12. RELEASE FROM LIABILITY. Each Participant agrees to release and hold harmless Sponsor and its respective parents, affiliates, subsidiaries, advertising and promotion agencies and all others associated with the development and execution of this Contest, and the respective officers, directors, shareholders, agents, and employees of the foregoing (collectively, the “Released Parties”) from any and all claims, injuries, damages, or losses to the person or property and/or liabilities of any nature that in any way arise from participation in this Contest or acceptance or use of any prizes or any violation of these Official Rules.

The Released Parties are not responsible for interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; for lack of availability or accessibility, or miscommunications due to failed computer, satellite, telephone, or cable transmissions or lines; for technical failure or jumbled, scrambled, delayed, or misdirected transmissions; for computer hardware or software malfunctions, failures, or difficulties; or for any other computer, network, technical, typographical, human or other error, problem, or malfunction related to or in connection with the Contest, including, without limitation, errors, problems, or malfunctions that may occur in connection with the administration of the Contest, the announcement of the prizes, the processing or judging of entries, or any Contest-related materials. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest and assume no responsibility for any injury or damage to Participants’ or to any other persons’ computer (whether hardware or software), relating to or resulting from downloading materials or software in connection with this Contest.

13. GENERAL RULES OF PARTICIPATION. These Official Rules are governed by the laws of the State of California, without giving effect to conflicts of law principles. Modification of these Official Rules by any Participant or Team Entrant shall be invalid and non-enforceable.

All federal, state, and local laws and regulations apply. If any provision of this Contest shall be deemed to violate any federal, state, or municipal law, that provision shall be amended to conform to such law and all other provisions shall remain in full force and effect.

To obtain a copy of the Official Rules, send a self-addressed stamped envelope to “XQ INSTITUTE: THE SUPER SCHOOL PROJECT - OFFICIAL RULES” at 248 3rd St. #319, Oakland, California 94607.
14. DISPUTES. Except where prohibited, each Participant and Team Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest; all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant, Team Entrant, and Sponsor in connection with the Contest; or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of California without giving effect to any choice of law or conflict of law (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California; and that all resolution shall be within and by the courts of that state; (b) any and all claims, judgments and awards against Sponsor shall be limited to actual out-of-pocket costs incurred by the Participant or Team Entrant, including costs associated with entering the Contest, but in no event attorneys’ fees; and (c) under no circumstances will the Participant or Team Entrant be permitted to obtain awards for, and Participant and Team Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

15. PRIVACY POLICY. Sponsor may store, use, distribute and share information submitted to Sponsor in connection with the Contest and pursuant to these Official Rules, subject to Sponsor’s Privacy Policy, available at http://xqsuperschool.org/privacypolicy