

**DISCOVERY EDUCATION & NUTRIENTS FOR LIFE FOUNDATION
“LET IT GROW” CONTEST 2017
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE A SCHOOL’S CHANCES OF WINNING.

ONLY LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“U.S.”) WHO ARE AGE 18 OR OLDER MAY VOTE FOR AN ELIGIBLE SCHOOL. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: Voting in the “Let it Grow” Contest (the “Contest”) is open to legal residents of the fifty (50) United States and the District of Columbia (the “Eligibility Area”) who are 18 years of age or older at the date of participation. Employees, officers and directors of Discovery Communications, LLC, (“Sponsor”), its promotional partner Nutrients For Life Foundation, Promotion Mechanics, Inc. (“Administrator”), their parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, promotional suppliers (collectively, “Contest Entities”) and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to enter. All determinations of eligibility will be made by Sponsor in its sole discretion. All applicable federal, state, and local laws apply. Void outside the Eligibility Area and where prohibited or restricted by law. Voters are not eligible to receive any prizes personally, and are voting solely on behalf of the school named in their vote.

2. VOTING PERIOD/PROGRAM DESCRIPTION: The Contest begins at 5:00 PM Eastern Time (“ET”) on September 27, 2016 and ends at 5:00 PM ET on March 14, 2017 (the “Voting Period”). Eligible voters may vote for the eligible school they want to win one of the prizes described in Section 4 below. An eligible school is defined as a public, private or parochial school in the Eligibility Area that is organized and primarily operated for educational purposes, containing any class with students in Grade 6, Grade 7, or Grade 8, and being considered tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code or being registered as a public school with the National Center for Educational Statistics. Note that home schools are not eligible to participate in this Contest. The eligible schools which receive the greatest number of votes during the Voting Period weighted in direct proportion to the school’s total student population will be awarded the Grand and Runner-Up Prizes, as further described in Section 4. Additionally, one of the winning schools will also receive a School Event Prize as described in Section 4.

3. TO VOTE: On your first visit to www.thescienceofsoil.com/contest (the “Website”), you will be asked to complete five (5) multiple-choice questions. Once you have completed the questions (answers do not need to be correct to qualify to vote), you will be taken to the Contest voting page where you may search for your school by entering the school’s zip code or city and state in the space provided, and choosing your school from among those listed. If your school’s name is not listed, you may manually insert your eligible school’s name and address in the space provided and follow instructions to complete your submission. You will also be asked to provide

your name, email address, and telephone number. On subsequent visits to the program web site, you will only have to enter your email address in order to access the Contest voting page. All votes must be received by Sponsor's server no later than 5:00 PM ET on March 14, 2017. Limit one (1) vote via this voting method per eligible email address, per day.

After you have completed this voting process, you will be presented with the opportunity to earn bonus votes for your school by referring others to the Contest via the unique referral link ("personal referral link") that will appear on your computer screen. Your school will receive one bonus vote the first time each eligible person you referred uses your personal referral link to vote in the Contest, no later than 5:00 PM ET on March 14, 2017. If you choose to share your personal referral link via a social media post, your post must comply with the terms of service of the applicable social media platform. You should only share your personal referral link with people who are personally known to you. There is no limit on the number of times a personal referral link may be used in accordance with these Official Rules.

By voting, participants warrant and represent that they agree to be bound by these Official Rules and the final decisions of Sponsor and Administrator. Voter information becomes the property of Sponsor and will not be acknowledged or returned. By voting, each participant warrants and represents that all information provided in conjunction with his/her participation is truthful, current and accurate. Votes will be disqualified if they are late, incomplete and/or in excess of the stated voting limits. Any attempt by a person to use multiple accounts/identities or robotic, repetitive, programmed or similar methods to submit more votes than permitted by these Official Rules shall result in disqualification at the discretion of the Sponsor. Multiple voters are not permitted to share the same email address or social media account. Sponsor is under no obligation to correspond about votes, nor is Sponsor required to acknowledge its receipt of votes. Proof of submission of vote does not constitute proof of receipt of vote by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify the votes of any participant or disqualify the school receiving votes from such participant, if such participant is found to be tampering with the voting process or the operation of the Contest or the Contest site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, all as solely determined by Sponsor. Normal Internet access and usage charges imposed by your online service will apply if you enter online. If you participate from your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

4. WINNER DETERMINATION/PRIZES/ODDS: The eligible school which receives the most eligible votes during the Voting Period, weighted in direct proportion to the school's total student population, will receive the Grand Prize, pending verification of eligibility and compliance with these Official Rules. The five (5) eligible schools with the next highest number of eligible votes, weighted in direct proportion to the school's total student population, will each receive a Runner-Up Prize, pending verification of eligibility and compliance with these Official Rules. Votes will be counted and the winning schools determined by the Administrator, whose decisions are final. In the event of a tie for a Grand or Runner-Up Prize, the Sponsor will rank the applicable tied Schools in descending alphabetical order by school name, such that the school

name beginning with 'z' would rank higher on the list of potential winners than the school name beginning with 'v.'

One (1) Grand Prize will be made available, consisting of: one (1) \$5,000 grant awarded in the form of a check made payable to the winning school, to be used towards a school garden/gardening supplies; an introduction to a local agronomist selected by Sponsor in its sole discretion. Total approximate retail value ("ARV") of the Grand Prize is \$5,000.

Five (5) Runner-Up Prizes will be made available, each consisting of: one (1) \$1,000 grant awarded in the form of a check made payable to the winning school, to be used towards a school garden/gardening supplies. Total ARV of each Runner-Up Prize is \$1,000.

One (1) School Event Prize will be made available, consisting of in-school celebratory event on/around Earth Day. There is no ARV ascribed the School Event Prize, as it is an educational event. All details regarding the School Event Prize will be determined by Sponsor, in Sponsor's sole discretion. To determine which school receives the School Event Prize, each principal of a Grand Prize or Runner-Up Prize winning school ("Principal") will be asked to create an original 1-2 minute video, explaining what their school plans to do with the grant money it will receive via the Contest. Each such Principal who wishes to participate must complete and return his/her video in accordance with these Official Rules and Sponsor's further instructions, by the deadline designated by Sponsor. Videos will be judged by Sponsor's designated judges, based on the following criteria: (a) creativity (50%); and (b) overall impact of the idea on the school's community (50%). The school whose Principal submits the highest scoring video will receive the School Event Prize. In the event of a tie, the tie will be broken based on the higher creativity score. Principals must obtain written permission from each person (and if a minor, his/her parent/legal guardian) whose name, image, likeness and/or voice ("Likeness") is included in a Video. Each Principal further represents and warrants that such person(s) have granted the Principal all necessary rights to use their likeness, and that the Principal will make written copies of such permissions available to the Sponsor upon request. Videos: (i) must not contain any copyrighted elements other than elements owned by the entrant, or elements owned by Sponsor or Nutrients For Life Foundation (the "Provided Elements"); (ii) must be in keeping with Sponsor's image; (iii) must not contain inappropriate content; and (iv) must not defame or invade the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights. Videos that do not adhere to the foregoing and following requirements (as determined by Sponsor in its sole discretion) will be considered void. By submitting a video, each Principal: (1) represents and warrants that the video is wholly original (apart from the Provided Elements), (2) represents and warrants that the video does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (3) grants the Sponsor and its affiliated companies the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the video or part thereof in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Principal or any other party (and further agrees to sign an intellectual property release to this effect); (4) agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties (as defined below), or any other person or entity, on the grounds that any use of the video, or any

derivative works, infringes any of the Principal's rights, including, without limitation, copyrights and moral rights; and (5) further acknowledges that Sponsor is in no way obligated to broadcast or publish a video in any way. Sponsor's determination as to whether a video potentially violates the rights of any third party is final. Nothing herein shall constitute an employment, joint venture, or partnership relationship between a Principal and the Sponsor. In no way is a Principal to be construed as the agent or to be acting as the agent of the Sponsor. In the event that no videos of sufficient quality are received, Sponsor reserves the right in its sole discretion not to award the School Event Prize.

See Section 5 below for winner notification details and additional prize restrictions.

5. WINNER NOTIFICATION/ TAXES /ADDITIONAL PRIZE RESTRICTIONS:

Among other conditions detailed in these rules, the granting of the prizes will be subject to all applicable laws, rules and regulations and the approval of any applicable school and/or governmental agency as well as the acceptance by the School and/or applicable governmental agency of Sponsor's requirements and conditions in connection with the award and execution of the prize. Each potential prize winning School will be notified by email, phone, postal mail and/or express mail at Sponsor's sole discretion following the determination of winners. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or Administrator, or when a message is left on the potential winner's voice-mail service or answering machine by Sponsor or Administrator, whichever occurs first. An authorized representative of a potential prize winning school will be required to complete an affidavit of eligibility, liability and (where legal) publicity release, and provide any additional information that may be required by Sponsor, within the time period specified in the notification document. Potential prize winning School will also be required to include a properly completed IRS W-9 form along with their other required documents. Affidavits of eligibility for grant prize recipient may require agreement by the signing parties that the prize funds will be used in accordance with the terms of these Official Rules. If any notification attempt is not replied to by the time period specified therein, or any required documents are not completed and returned within the specified time period, at Sponsor's sole discretion the applicable school will be disqualified and the applicable prize awarded to the school with the next highest number of weighted votes, pending verification of eligibility (or in the case of the School Event Prize, to the school whose Principal submitted the next highest scoring video). Winning schools are solely responsible for reporting and paying any and all applicable federal, state, and local taxes (if any), and any additional fees or expenses associated with a prize. Any prize details not specified will be determined by Sponsor in its sole discretion. No prize transfer. No cash redemption of non-cash prizes. No prize substitution, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor, in which case a prize of comparable or greater value will be awarded (except as otherwise disclaimed herein). All prizes are awarded "as is" with no warranties, representations or guarantees, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsor's sole discretion.

6. GENERAL: By participating and/or acceptance of a prize, all participants and participating schools agree: [a] to these Official Rules and decisions of Sponsor and Administrator, which shall be final in all respects relating to this Contest; and [b] to release, discharge and hold harmless the Contest Entities, Facebook, and Twitter, together with the respective parents, subsidiaries, affiliates, officers, directors, employees, representatives, agents, shareholders, suppliers, distributors, advertising/promotion agencies, prize suppliers, successors and assigns of each (aforementioned individuals and organizations collectively, the “Released Parties”) from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a prize including, without limitation, personal injury, death and property damage, or while traveling to, preparing for or participating in any prize-related activity, or otherwise resulting from the Contest or any prize. Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Contest or relating to the delivery and/or subsequent use of any prizes awarded. Released Parties are not responsible for and shall not be liable for: [a] any telecast, cable or telephone malfunctions, human error, satellite transmission failures, or delayed telecasts or preemption of or the failure of a cable affiliate to televise Discovery Channel® or any affiliated Sponsor network in all or any parts of the United States; [b] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of votes; [c] failed, incomplete, garbled or delayed computer transmissions; [d] late, lost, misdirected or incomplete voting forms or postage-due mail; [e] changes to social media platform policies and procedures that may interfere with the operation of the Contest; or [f] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted. If, for any reason whatsoever, this Contest, in Sponsor’s sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor’s sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend this Contest and limit votes to the eligible, non-suspect votes submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. PRIVACY: Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor’s Privacy Policy (as may be amended from time to time), currently located at <http://www.discoveryeducation.com/cep/privacypolicy.cfm>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

8. GOVERNING LAW: Except where prohibited, each participant and prize recipient hereby agree by participating that any and all disputes, claims and causes of action arising out of,

or connected with, the Contest or any award shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of participants, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

9. WINNER LIST: To receive a list of winning schools, mail a self-addressed, stamped envelope to be received by June 30, 2017, to: “Let it Grow” Contest 2017 Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.

Sponsor: Discovery Communications, LLC, One Discovery Place, Silver Spring, MD 20910.
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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