

TCI Video Solicitation Terms and Conditions

- A. Request for Submission. Teachers' Curriculum Institute ("TCI") invites you to submit a video (a "Video") of yourself containing a testimonial describing your experiences with TCI's products and what you like about such products ("Request for Submission"). To submit a Video, please follow the Video Guidelines set forth below. By submitting a Video, you agree to abide by these terms and conditions, which are final and binding on all matters pertaining to the Request for Submission. You also agree to abide by YouTube's Terms of Use and Community Guidelines.
- B. Video Selection. TCI may select one or more Videos that it desires to use on its website or for other promotional purposes. If your Video is selected, you will be extended an offer to enter into a video license agreement that grants TCI an irrevocable, worldwide and perpetual license to use, publish, display, modify, edit and create derivative works of the Video, including the right to post the Video on TCI's website and for other promotional uses. In return for the license, you will receive either \$500 in cash or a TCI Teacher Resources Kit ("License Fee"). Before TCI will purchase the license, you and anyone appearing in the Video will be required to sign a release form that will be presented to you if your Video is selected.
- C. Eligibility. You must be a legal resident of one of the 50 United States or the District of Columbia, have attained the age of majority under the law in your state, and have an account on YouTube.com. Employees of TCI and any affiliated companies and anyone involved in the administration of the Request for Submission, as well as immediate family members of the aforementioned individuals, are not eligible to receive the License Fee. The Request for Submission is void outside of the 50 United States, the District of Columbia and where prohibited by law.
- D. Timing. Videos may be submitted pursuant to the Request for Submission during the period beginning February 14, 2008 and ending on March 31, 2008 at 11:59 p.m. EST. TCI will notify you if your Video is selected the week of April 7 to April 11, 2008.
- E. Video Guidelines.
1. Videos must be digital and should be uploaded on <http://www.youtube.com/group/tcivideo>.
 2. Videos must be no longer than 90 seconds.
 3. Video creation and editing should take no more than 2 hours.
 4. Videos should be original, creative and appropriately portray TCI.

5. Video creation should not disrupt any classroom activities.
 6. Only one Video may be submitted per person.
 7. Anyone appearing in the Video will be required to sign a release form that will be provided by TCI.
- F. Collaboration. Videos may be created by more than one person, although one person must be designated among the collaborators to submit the Video. If a Video created by more than one person is selected by TCI, it will be the responsibility of such collaborators to divide the License Fee and if such collaborators are unable to agree on the distribution of the License Fee, TCI will not purchase a license for the Video.
- G. Representations and Warranties. By submitting a Video, you represent and warrant that: (i) you are the sole owner of all rights to the Video, (ii) the Video does not violate any copyright, trademark, trade secret or any other personal or proprietary rights of any third party, and (iii) you have all necessary permissions from all participants, if any, appearing in the Video, and you are not, and will not be, violating your obligations or any rights of any third party by submitting the Video.
- H. Limitation of Liability. TCI shall not be liable to you or any third parties for any direct, indirect, special, consequential, punitive damages or any damages whatsoever, even if advised of the possibility of such damages, allegedly sustained or arising out of the Video submission, your use or reliance on the Request for Submission or any of the information or materials available in connection with the Request for Submission, regardless of the type of claim or the nature of the cause of action. TCI is not responsible for internet, software or hardware failures; delayed, incomplete or unsuccessful transmission of Videos; technical malfunction of any kind; information loss and downtime; or any costs, losses, liability or damages resulting from any such failures.