

Affidavit of Eligibility, Publicity Release and Liability Waiver

This Affidavit of Eligibility, Publicity Release and Liability Waiver (“**Release**”) must be read and signed by the person selected as a winner (“**Winner**”, “**I**,” or “**me**”) in the Second Step Educator of the Year Awards promotion (the “**Promotion**”), sponsored by Committee for Children (“**CFC**”). Unless otherwise provided herein, all capitalized terms used in this Release shall have the same meaning as provided in the Second Step® Educator of the Year Awards Official Rules (the “**Rules**”). In exchange for sufficient, good, and valuable consideration received, I agree as follows:

1. Upon return of this Release and verification by CFC that all instructed steps have been satisfied, the Winner of the Promotion will receive: (a) one \$500 award in the form of a CFC-issued check made payable to Winner and (b) a featured write-up/video to be presented during CFC’s educator showcase event (the “**Feature**” and together with the \$500 award, the “**Prize**”), subject to Section 2 below. No additional cash or other Prize substitution shall be permitted except at CFC’s sole discretion. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner.

2. By submitting a Submission or any other content regarding the Promotion and/or CFC (e.g., photos, videos, text, personal and biographical information, etc.) (the “**Materials**”), Winner affirms that (1) they have obtained written consent from all individuals whose image, likeness, or appearance appears in the Materials, and that they have obtained the necessary rights, licenses, consents, and permissions to use all content included in the Materials where necessary; and (2) as instructed by CFC, will cooperate with CFC to obtain and send to CFC additional consents from each individual to be depicted in the Materials and the Feature. Winner agrees to indemnify, and hold harmless CFC from and against all claims by third parties resulting from Winner’s breach of the foregoing representations or any similar representation in the Rules.

3. By submitting Materials to the Promotion and/or CFC, Winner hereby grants to CFC, and its affiliates, successors, and assigns, permission in perpetuity and throughout the world to create derivative works of the Materials, namely, the Feature, including Winner’s name, image, likeness, biographical information (including the school and school district at which Winner is employed), and appearance (and the image, likeness, and appearance, of all individuals featured in the Materials), which may be used on CFC’s websites, in social media posts, including but not limited to Facebook, Instagram, Twitter, LinkedIn, TikTok, or any other social media platform now or hereafter known or devised (“**Social Media**”), and/or any other media now known or later created for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review or consent.

4. Winner understands and agrees that CFC will own all rights of any kind in the Feature (including all intellectual property rights), and Winner grants CFC any and all rights Winner may have in the Feature, including any moral rights right to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, license, and otherwise use the Feature, including any elements that may contain Winner’s image, likeness, and appearance. Winner hereby assigns to CFC any and all rights it may have in the Feature. For clarity, nothing in this Release will restrict CFC’s use and display of the Feature (and all intellectual property rights therein), which remains the sole property of CFC.

5. In consideration of the rights granted and subject to the terms included herein, CFC hereby grants to Winner and, if Winner's Promotion entry was submitted in connection with a teacher or educator, Winner's school or school district (the "**School**"), a royalty-free, non-exclusive, non-transferable, non-sublicensable, license to reproduce, display, transmit, and distribute the Feature without modification of any kind solely (a) in the classroom; (b) on the website of the school and/or school district; and (c) in any official school and/or school district newsletter. Winner agrees to the following Feature use limitations:

- (a) Winner agrees that it will retain and/or include the following copyright notice with the display of the Feature: © 2024 Committee for Children;
- (b) Winner agrees that, except as provided below for the school or school district, it will not share the Feature to any form of media;
- (c) Winner agrees that it will not modify, edit, alter or adapt the Feature in any manner.

Winner's School's and/or School District's exercise of the Feature license is expressly made subject to the following conditions:

- (a) School may only use the Feature on its School website or in School sponsored newsletters to students and parents;
- (b) At any time it uses the Feature, the School must reference CFC and CFC's Second Step Educator of the Year Awards campaign;
- (c) School must retain and/or include the following copyright notice with each use of the Feature: © 2024 Committee for Children;
- (d) School may not modify, edit, alter, or adapt the Feature in any manner and must use the entire Feature image without cropping.

CFC reserves all rights not expressly granted to Winner herein.

6. Winner hereby releases CFC and its affiliates, parent companies, agents, representatives, contractors, officers, directors, employees, heirs, assigns, licensees, sublicensees, and anyone acting under CFC's authorization (the "**Authorized Parties**"), from any claims relating to the Prize or the Materials, including for defamation, invasion of privacy, right of publicity, trademark or copyright infringement, right of attribution, artist's rights, moral rights, violation of any other right, and/or related to any use of or failure to use the Prize or the Materials. In giving this Release, which includes the release of claims that are currently unknown, Winner expressly waives all rights and benefits under any law of any jurisdiction that would exclude the release of any unknown or unsuspected claims Winner may have against CFC or the Authorized Parties. Winner specifically waives the right to equitable relief or to enjoin, restrain, or interfere with, the production, distribution, exploitation, exhibition, or use of any of the foregoing.

7. Winner acknowledges that (a) this Release is required for their ability to claim the Prize, (b) CFC will not be able to provide the Prize without this Release, and (c) Winner will not receive any compensation in exchange for this Release beyond access to the Prize.

8. CFC may terminate this Release at any time, for any reason, with or without cause, by giving Winner thirty (30) days' prior written notice of such termination. Notwithstanding any termination of this Release, the following sections of this Release will remain in effect, as well as any other rights and obligations under this Release which by their nature should survive: 2, 3, 4, 6, 7, 8.

I represent and warrant that I am at least 18 years old (or the age of majority in my state of residence, whichever is older) and meet all of the eligibility requirements of the Promotion and am bound by the Rules. I have read the above release before signing below, and I am familiar with its contents.

Signature of Winner

Printed Name of Winner

Email

Date

Mailing Address