

**POWER OF PLANTS CONTEST
OFFICIAL RULES**

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Sponsor. This Contest is sponsored by Missouri Botanical Garden ("Sponsor"), 4344 Shaw Boulevard, St. Louis, MO 63110.

3. Contest Entry Period. Power of Plants Contest (the "Contest") commences at 12:00:01 AM Central Standard Time ("CST") on August 1, 2011 and ends at 11:59:59 PM CST on January 31, 2012 (the "Contest Period"). All entries must be received in accordance with these Official Rules. The winner will be announced on or about April 1, 2012. All entries must be received no later than 11:59:59 PM CST on January 31, 2012.

4. Eligibility. This Contest is open to legal residents of Missouri and Illinois. Entrants must be in elementary school, middle school or high school at the time of entry. Students may only enter as members of a group. Groups shall consist of at least 2 but no more than 5 students. Entries will be divided into four age groups: Early Elementary (Kindergarten – Grade 2), Upper Elementary (Grades 3-5), Middle School (Grades 6-8) and High School (Grades 9-12) (Home schools are also eligible). Group entries of mixed grades will be judged in the category of the oldest participant. A group that enters the Contest is herein referred to as an "Entrant" and each individual in each group is also an "Entrant." Employees, officers and directors (and their immediate families, i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of either sponsor identified above and their respective affiliated companies, subsidiaries, advertising agencies and marketing companies (collectively, "Sponsor Entities") are not eligible to enter the Contest. By participating in this Contest, Entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, which are final in all matters relating to the Contest.

5. Contest. The purpose of the Contest is to educate students about the amazing properties of plants, their qualities and characteristics and the benefits provided by plants. Entrants will create submissions which comply with the requirements described in these Official Rules and which demonstrates a creative way to convey the factual information about a plant. Entries received after the deadline will not be eligible. Entries not complying with the requirements of these Official Rules will not be eligible.

6. Contest Entry. To enter the Contest, each individual Entrant within each Group must:

- (a) Complete an Official Entry Form. Official Entry Forms can be found at the Sponsor's website at www.mobot.org/power "Website," or may be obtained in paper copy at Sponsor's office at 4344 Shaw Boulevard, St. Louis, MO 63110.

All Entrants must have a parent/guardian sign the Official Entry Form. Incomplete, illegible, late or postage due Official Entry Forms or Official Entry Forms submitted by persons under the age of 18 without the signature of an adult parent or adult guardian will not be accepted.

- (b) Create and submit a submission which complies with the terms of these Official Rules. Entries may be either in physical format or digital media format. A physical format entry must be two- or three-dimensional. Two-dimensional pieces must be able to hang on a wall and can be no longer than 18 by 24 inches. Three-dimensional entries can be no longer than 12 inches wide by 24 inches tall by 12 inches deep. These can include, but are not limited to books, journals, comic strips, news articles, models, action figures, posters, stories, pamphlets, brochures, and flyers. Entries that exceed the size limits will be disqualified. Digital media format entries can include YouTube videos, websites, podcasts or slideshows. Videos and podcasts must be limited to 3 minutes or less; slideshows can be no larger than 25 distinct pages/screens.
- (c) All entries must be student-only work. All physical and digital entries must be original and represent the works and property of the entrants, with all rights granted therein. A list of resources used in the project must accompany the entry. Each group participant must complete an Official Entry Form, and these completed Official Entry Forms must accompany the group's entry. Entries must include factual information about the selected plant.
- (d) Entries cannot contain perishable components. Sponsor staff will take ordinary and reasonable care in moving physical format entries but is not responsible for any damage.
- (e) Entries cannot be based on the Rosy Periwinkle (*Catharanthus roseus*), Vanilla (*Vanilla planifolia*), Persimmon (*Diospyros virginiana*), or Flowering Dogwood (*Cornus florida*).
- (f) All entries submitted in compliance with these Official Rules shall be hereinafter referred to as "Eligible Entries."
- (g) Mail the physical format entries to Missouri Botanical Garden, (Power of Plants Contest, P.O. Box 299, St. Louis, MO 63166-0299) or hand-deliver it to Sponsor at the Commerce Bank Center for Science Education, 4651 Shaw Boulevard, St. Louis, MO 63110. Hand deliveries may only be made from January 23 through January 31, 2012 from 10:00 AM – 4:00 PM CST. Deliveries during any other times will not be accepted. Digital entries can be sent to powerofplants@mobot.org. Digital entries sent to powerofplants@mobot.org must ensure their completed Entry Forms accompany their submission.
- (h) By entering the Contest, all Entrants agree to be bound by the Official Rules of this Contest. No entries will be acknowledged under any circumstance, or returned to Entrants by Sponsor. Entrants may pick up their physical format

entries at the Commerce Bank Center for Science Education, 4651 Shaw Boulevard, St. Louis, MO 63110 from 10:00 AM to 4:00 PM CST on August 4 and 5, 2012. If not picked up during those times, the entry irrevocably becomes the property of Sponsor, and Sponsor may deal with it as it chooses.

- (i) By entering the Contest, each Entrant irrevocably agrees to allow Sponsor to reference his/her name and likeness at the Website and to use his/her name, image, likeness, and voice recordings in all media anywhere throughout the world in perpetuity, without additional permission or compensation unless prohibited by law.
- (j) Each Entrant, by entering the Contest, agrees that, should she/he be chosen as winner, she/he will irrevocably assign all worldwide right, title and interest in and to the entry, including, by way of example but not limitation, intellectual property rights and moral rights, all copyright rights, invention and trademark rights, on an exclusive basis, such exclusive basis to also exclude Entrant from exercising any rights or interest over the subject matter hereof.
- (k) By entering the Contest, each Entrant acknowledges and represents to the Sponsor entities (1) that all elements of her/his entry, including all video, visual, graphic and design elements, concepts and characters, and all musical elements, including lyrics, compositions and performances, are her/his original creation and that she/he owns all copyright, trademark, trade name and other intellectual property rights to them and that the use of them in the entry does not violate the laws of any country, state, municipality or any common law rights, including but not limited to Title 17 of the United States Code, and Section 106 of the 1976 Copyright Act, as amended, and that the use of them in the entry has not infringed upon such rights of any third party; and/or (2) that she/he has obtained all necessary licenses or permissions from all appropriate third parties required for the production and submission of the entry in the Contest as herein described; (3) that the display of her/his entry by Sponsor as herein contemplated will not violate the intellectual property rights or rights of publicity or rights of privacy of any third parties or otherwise breach any provision of any applicable law or regulation; (4) that Sponsor has her/his irrevocable permission for the posting of her/his name, use of her/his name and reference to her/his entry on the Website, the display of the entry as herein contemplated and use and posting of her/his image, likeness and speech provided by her/him to Sponsor in any manner in connection with the Contest without any compensation, regardless of whether her/his entry is a winning entry; and (5) that she/he has obtained irrevocable full and informed consent of any third party whose image, likeness and speech appears in her/his entry and that no person under the age of eighteen (18) appears in her/his entry unless Entrant has obtained the written permission of such person's parent or legal guardian.
- (l) By entering the Contest each Entrant agrees to indemnify and hold the Sponsor Entities harmless from any and all losses, damages (including but not limited to punitive damages and reasonable attorneys' fees and expenses), rights, claims and

actions of any kind arising out of any breach or falsity of Entrant’s representations made in entering into this Contest, including without limitation those set forth in these Official Rules and in the entry.

7. Contest Format. Eligible Entries may be placed on public display at the Commerce Bank Center for Science Education, 4651 Shaw Boulevard, St. Louis, MO 63110 and the Missouri Botanical Garden, 4344 Shaw Boulevard, St. Louis, MO 63110 once they are received by Sponsor. All Eligible Entries will be judged by independent judges, including experts in botany, art, and communications.

8. Contest Judging and Criteria. (a) The Eligible Entries will be judged according to the Judging Criteria (as defined below) to judge botanical accuracy, creativity, quality, communication, reach and impact. Entries must receive a minimum of sixty (60) points to be considered for a prize. All decisions of the judges will be final.

To be eligible for a prize, each digital entry must (please check):

- Have a complete, legible entry form attached
- Include a list of resources used for this project
- Include a student-created digital presentation of the chosen plant

If any of the foregoing qualifications are not met, the entry is not eligible for a prize.

To be eligible for a prize, each physical entry must (please check):

- Have a complete, legible entry form attached
- Fit within the size guidelines
- Include a list of resources used for this project
- Include a student-created representation of the chosen plant

If any of the foregoing qualifications are not met, the entry is not eligible for a prize.

Eligible entries will be judged according to the following criteria (“Judging Criteria”):

Judging Criteria	Points Possible
Entry includes a digital presentation or physical representation of the chosen plant that is student-created and accurate.	[20]
Entry will educate others about the chosen plant’s characteristics and benefits.	[20]
Entry will inspire conservation of chosen plant and overall biodiversity.	[20]
Entry is creative and, in physical or digital form, visually appealing.	[20]
How well and broadly has the Entrant shared/communicated its production with others?	[15]
Written information is grammatically correct and easy to read.	[5]
TOTAL	[100]

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Entries must receive a minimum of 60 points to be qualified to win a prize.

- (b) The Eligible Entries will each be scored by at least three judges. The scores of all judges will be averaged to determine the score of the Eligible Entry. In the event of a tie score, the Eligible Entry with the highest aggregate score under the criteria “Entry will educate others about the plant’s characteristics and benefits and is creative and, in physical or digital form, visually appealing” will be deemed winner. In the further event of a tie, the Eligible Entry with the highest aggregate score under the criteria “Entry will inspire conservation of chosen plant and overall biodiversity and include a student-created accurate representation of the chosen plant” will be deemed the winner. In the further event of a tie, the Group submitting the Eligible Entry closest to the time the Contest Period begins, as recorded in Sponsor delivery log will determine the winner.

9. Odds. The odds of becoming the winner depends on the number of Eligible Entries received.

10. Prize. Winning entries will receive prizes as follows:

PRIZES

Grade Category	Physical Format		Digital Format	
	Winning Group	Honorable Mention Group	Winning Group	Honorable Mention Group
Early Elementary (Grades K-2)	\$200 for each group member	\$50 for each group member	\$200 for each group member	\$50 for each group member
Upper Elementary (Grades 3-5)	\$200 for each group member	\$50 for each group member	\$200 for each group member	\$50 for each group member
Middle School (Grades 6-8)	\$200 for each group member	\$50 for each group member	\$200 for each group member	\$50 for each group member
High School (Grades 9-12)	\$200 for each group member	\$50 for each group member	\$200 for each group member	\$50 for each group member

In addition to the foregoing, each Winning Group’s host school will receive \$500. [Note that Honorable Mention Group’s host schools will not receive a prize.] Host schools will be required to complete an Expenditure Agreement detailing how they will spend the award.

11. Prize Winner Notification Verification. The prize winners will be announced no later than April 1, 2012 by the Missouri Botanical Garden. Each individual in the winning Group must prove eligibility, including, without limitation, proof of grade and residence upon notification as a potential prize winner. In the event of non-compliance by any individual as a potential prize winner, the Group shall be disqualified and all privileges otherwise due as a prize winner shall be terminated and an alternative potential prize winner may be awarded the prize in the Sponsor’s

sole discretion. Each individual in a prize winning Group must sign upon notification and acceptance of prize an affidavit of eligibility and release of Sponsor Entities and directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest directly or indirectly from acceptance, possession, or misuse of any prize or participation in this Contest to be eligible for the prize. Entry into this Contest constitutes agreement to sign such affidavit. Each individual in a winning Group must also complete any additional legal documents provided by Sponsor with respect to the prize, including assignment of intellectual property rights, and return them as instructed within the time frame specified by Sponsor or prize winning group will forfeit prize at Sponsor's sole discretion. Sponsor may require the parent or legal guardian of each individual in a winning group to execute such documents on behalf of the prize winning individuals.

12. General Prize Terms. All costs and expenses not specifically listed above, including, without limitation, federal, state and local taxes to be incurred in connection with redemption of the prize are solely winner's responsibility. The value of the prizes will be taxable to winner as income. Each winner must supply Sponsor with his/her social security number for tax purposes. Upon entry into the Contest, Entrants are required to comply with any and all applicable federal, state and local laws, rules and regulations. Sponsor shall have no responsibility or obligation to the winner or potential winners who are unable to accept or utilize prizes as described herein.

13. General Terms. Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A PRIZE WINNER OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR ENTITIES' SOLE DISCRETION) WILL RESULT IN DISQUALIFICATION AS A PRIZE WINNER OF THE GROUP OF SUCH INDIVIDUAL AND ALL PRIVILEGES AS A WINNER OF SUCH GROUP WILL BE IMMEDIATELY TERMINATED.

Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to entrant's or any other person's computer related to or resulting from participation or uploading or downloading any materials or software or attempts to participate in or upload or download materials or software related to this Contest. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prizes and the prize winners or information provided on the Website. If, for any reason, the Contest is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest or for any reason Sponsor deems it necessary, Sponsor reserves

the right in its sole discretion to cancel, terminate, modify or suspend the Contest or to determine the prize winners in its sole discretion. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other online or text message entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE MISSOURI COURTS (STATE AND FEDERAL) SITTING IN ST. LOUIS, MISSOURI, SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF MISSOURI SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

14. Indemnification. By entering, each individual in a Group agrees to hold harmless and indemnify all Sponsor Entities from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) Entrant's participation in the Contest, including, without limitation, the breach or violation of Entrant's representations and warranties concerning the entry; and/or (ii) the receipt, redemption or use of the prizes awarded in the Contest, including, without limitation, products purchased with the prizes themselves. Entrants agree to release all rights to bring any claim, action or proceeding against Sponsor Entities, further covenant not to sue Sponsor Entities and hereby acknowledge that neither Sponsor nor any Sponsor Entity has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes. Where permitted by law, in consideration for being awarded a prize, winners hereby agree and consent, without further authorization, compensation or remuneration of any kind, to the use of their names and/or likenesses in any and all advertising, promotions and other publicity conducted by Sponsor.

15. Request for the Names of the Prize Winners and Official Rules. For the name of the prize winners and/or Official Rules, send a self-addressed stamped enveloped to:

Missouri Botanical Garden
Power of Plants Contest
4344 Shaw Boulevard
St. Louis, MO 63110

All requests for a copy of the Official Rules and for the names of the Grand Prize Winners must be made by May 31, 2012. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "prize winners."