

## **Everyday Heroes Story Contest**

Entrants must submit a story, 500 words or less, about a real-life situation that involved choking and someone who responded in an appropriate way. Including a photo is encouraged, but optional.

### **Determining the Prize Winners**

**1. Judging:** A panel of judges from School Health will select the stories that are deemed to be the most inspiring, compelling and heroic.

### **Prizes**

ONE (1) FIRST PRIZE: One (1) Act+Fast Anti-Choking Trainer valued at approximately \$130. ONE (1) SECOND PRIZE: One (1) Everyone Can Be a Hero! Choking Prevention & Rescue Training Curriculum, valued at approximately \$30. ONE (1) THIRD PRIZE: \$25 School Health gift card. No cash equivalent will be made available on prizes. Prizes are non-transferable.

### **Timeline**

Submissions will be accepted beginning on November 1, 2013. The deadline for submissions is December 31, 2013. Winners will be announced by February 1, 2013.

### **Eligibility**

The contest is open to students, teachers, school staff, parents, nurses and all members of the school community. School Nurses are especially encouraged to enter! All submissions will be eligible for selection for the website and catalog.

The contest is subject to all federal, state and local laws and regulations.

Employees of School Health Corporation, the judges, their respective immediate family members and members of the same households, whether related or not, are not eligible to participate. Void where prohibited by law.

Entrants agree to abide by the terms of these Official Rules and by the decisions of School Health Corporation which are final and binding on all matters pertaining to this contest.

School Health Corporation reserves the right to disqualify any entries on the basis of appropriateness, as determined by the contest judges and representatives.

Entrants agree that School Health Corporation retains the right to use content submitted in publication and communications.

### **How to Enter the Contest**

Beginning at 12:00 a.m. CST on Nov. 1, 2013 and continuing until 11:59 pm CST on December 31, 2013 ("Contest Entry Period") participants may submit entries to the contest by entering online at <http://blog.schoolhealth.com> or by emailing a story to [everydayhero@schoolhealth.com](mailto:everydayhero@schoolhealth.com).

One entry per person is allowed. You must also provide your name, email address, mailing address, phone number, and confirmation of your eligibility when you submit an entry (per the above requirements).

By entering the contest, you grant School Health Corporation the right to contact you regarding your entry, publicize your entry, promote your entry for any other purpose and/or broadcast your entry.

Submission constitutes agreement to the rules of the Contest.

All entries must be appropriate for all audiences. Any entry that includes content that is deemed inappropriate, indecent, obscene, as determined by School Health Corporation in its sole discretion, will not be eligible.

Entrants represent and warrant that (i) the entries (writing, photos) that they submit: are their own original creations and do not infringe any other person's or entity's rights; and (ii) the submission of the idea will not violate any enforceable agreements or understandings the entrant has with any third party. Entries may NOT contain any copyrighted material for which you do not demonstrate the rights to use or third party stock photography or artwork for which you do not demonstrate the rights to use.

Entrants also represent and warrant that the entrant has obtained permission from each person whose name, image, likeness or voice is included in the submission, and that such person(s) have granted entrant all necessary rights to use the person's likeness as described in these rules, and that entrant can make written copies of such permissions available to School Health

Corporation upon request. If the likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor.

Entrants agree to indemnify and hold harmless School Health Corporation and its employees, representatives, and agents from any and all liability, loss, damage, cost or expense, including reasonable counsel fees and expenses, paid or incurred by reason of its breach of any of the obligations, covenants, representations or terms contained in these contest rules or by reason of its intentional or grossly negligent conduct relating to performance of this agreement.

### **Cost**

There is no cost to participate in the contest. No purchase is necessary.

### **Notification; Provision of Phone Number, Address**

Winners will be notified via email and phone within approximately five (5) business days after determination that they are eligible to receive a prize. They will be asked to confirm their phone number, mailing address and any necessary information.

Entrants who do not provide a phone number and mailing address with their initial submission will forfeit any prizes. If an entrant cannot be reached by email within seven (7) business days of the first attempt to notify them, the prizes may be forfeited and the next successful entrant will receive said prizes.

If any group of individuals elects to collaborate on a submission, they are required to designate one representative to enter the contest and accept the prize on behalf of the group. Neither sponsor nor any of the contest parties are liable for any disputes between collaborators related to a submission.

### **Delivery of Prizes**

The prizes will be awarded within approximately 30 days of contact with the winner, or on a later date mutually agreed upon by the winner and School Health Corporation. Taxes, if any, on the prizes are the responsibility of the recipient.

### **Announcement of Winners**

School Health Corporation will announce the winners and post their full names on Facebook, other Social Media outlets, the website, the company's blog and in other publications following the completion of the contest.

### **Use of Winners' Names and Likeness**

Each winner who accepts any prize will be deemed thereby to have granted to School Health Corporation the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the name, portrait, picture, voice, likeness and biographical information of each such winner as news or information and for advertising and promotional purposes without additional consideration, except where prohibited by law.

### **Disqualification**

School Health Corporation reserves the right, in its sole discretion, to disqualify any participant that it determines, in its sole discretion, is ineligible to participate in the contest. Failure to comply with these rules may result in a participant's disqualification.

### **Grant of Rights in Words and Images Submitted**

Entrant, by submitting an entry, grants an irrevocable right to School Health Corporation to use, copy, sublicense, edit, modify, make derivative works, publish, exploit, transmit, distribute, publicly perform, publish, delete or display the content of and elements embodied in the entry, in whole or in part, in perpetuity in any and all media (whether now existing or hereafter devised) without limitation, and the unconditional right to use the idea and statements about the entry for advertising/publicity purposes without additional compensation, except where prohibited by law.

### **Limitation of Liability**

If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, School Health Corporation reserves the right at their sole discretion, to disqualify any individual who tampers with the contest, and to cancel, terminate, modify or suspend the contest.

School Health Corporation assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.

School Health Corporation 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 e-mail to be received by School Health Corporation on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this contest.

#### **Limitation of Remedies**

Under no circumstances, including negligence, shall School Health Corporation or affiliated entities or its successors or assigns, or any of their respective officers, directors, employees, agents and representatives be liable for any direct, incidental, indirect, special or consequential damages, or exemplary or punitive damages, including, but not limited to loss of profits or harm to business or reputation, arising out of participation in the contest, posting on or access and/or download of any materials or information from any web site owned, operated or controlled by School Health Corporation or affiliated entities, or acceptance or usage of a payment, including without limitation damage to property and, to the maximum extent permitted by law, damages for bodily or personal injury, even if School Health Corporation or any affiliated entities, their successors or assigns, or any of their respective officers, directors, shareholders, employees, agents or representatives has been advised of the possibility of such damages or loss. The aggregate liability of School Health Corporation arising out of any kind of claim (whether in contract, tort, or otherwise) shall not exceed \$1.00. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. School Health Corporation reserves the right to suspend, cancel, terminate or modify the contest without advance notice, and thereafter to re-commence such contest, if at all, only at such time(s) and upon such terms and conditions as we shall deem reasonable under the circumstances.

#### **Severability**

If any one or more provisions of these official rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these official rules.

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