

THE 2018 WE SOLVE PROBLEMS ESSAY CONTEST
OFFICIAL CONTEST RULES

The We Solve Problems Essay Contest (the “Contest”) is sponsored by The Gertsburg Law Firm Co., LPA, (“GLF”), the Chagrin Valley Chamber of Commerce (“CVCC”), and We Solve Problems, a non-profit corporation established for the sole purpose of facilitating this Contest, together referred to as the (“Sponsors”). The purpose of the Contest is to demonstrate to high school students that, in business, it is not enough to have a great product or service if you cannot communicate its value. Similarly, great communicators are less effective in business without logical solutions to significant problems. The Contest will put students in direct contact with the local business community in which many of them will work one day, and will exercise the skills they’ll need to succeed. Related documents referred to in the rules are located at www.gertsburglaw.com/essay (the “Website”).

The Sponsors are committed to fully complying with all laws and regulations, including the Children’s Online Privacy Protection Act (“COPPA”). For more information about COPPA, GLF and CVCC encourage parents and legal guardians of minor children to visit: <http://www.business.ftc.gov/privacy-and-security/childrens-privacy>.

This Contest is in no way sponsored, endorsed, administered by or associated with Facebook, Inc., Twitter, Inc. or any other social media organization. By entering the Contest, you agree to these official rules and to the terms and conditions of Facebook, LinkedIn, and Twitter. You understand and agree that you are providing information to the Sponsors and that your submissions and the personal information collected from your submissions will be used and shared publicly.

1. **ENTRY PERIOD & ELIGIBILITY:** The Contest starts at 12:01 a.m. EST on February 7, 2018. Submission ends at 11:59 p.m. EST on February 21, 2018. All submissions must be made within the foregoing time period. The Contest is open to 9th, 10th, 11th, and 12th grade students enrolled in Chagrin Falls, Kenston, Orange, Newbury, Aurora, Brecksville-Broadview Heights, and Beachwood High Schools as of February 7, 2018. The Contest is subject to all applicable federal, state, and local laws. The Contest is void outside the United States and where prohibited.

HOW TO ENTER: In 600 words or less, solve a real-world problem. Choice of topic will be evaluated according to the Official Contest Scorecard (“Scorecard”), available on the “Website”. Evidence and correct application of citations will be included in the evaluation (i.e. MLA, APA, Chicago, etc). Citations and references will not count toward the word limit. To submit an essay, create an account through www.submittable.com. Step-by-step instructions for submitting essays will be found on the “Students” page of the “Website”. When you create an account, include your email and your full name. On your essay, however, only include your school ID number. You will

enter your school and grade level when you submit your essay. No other identifying information about you should appear anywhere inside your essay. Including any such information about the author may subject the essay to be disqualified.

2. All work must be original, except where properly quoted and cited. Prior to advancing to the third and final round, essays will be re-submitted through www.turnitin.com for plagiarism checks. During the writing process, students may receive support from teachers and parents only related to persuasive writing tactics, strategy, techniques, concepts, structure, logic, and organization, with minimal drafts reviewed by others. Students may not receive any support in the form of editing, proofing, word choice, or content.

By making a submission, you agree that your submission shall be governed by these Official Rules.

3. **SELECTION OF WINNERS:** Three rounds of judging will take place. First round judging will be on a “go/no-go” or “pass/fail” basis, and may advance to the second round if at least two judges believe, in their discretion, that the essay is satisfactory in at least 4 out of 5 scoring categories. Please note that no actual numerical scoring will take place in the first round, thus making the first round necessarily somewhat subjective. Essays that advance to the second round are then scored by at least 2 different judges who each assign a score to the essay based on the grading rubric. The average score of those judges is then used to rank the essays. Those scores will be used to determine which essays advance to the third round, which will include the two highest scoring essays from each grade, from each school.

Judges will primarily include professionals, business leaders and government officials. The judges will be reviewing the essays by reference to the “Scorecard”. Judges will receive essays identifying students by their ID number and grade level only and without any other identifying names or school information. Winners of the first round will be announced on or around March 15, 2018. Winners of the second round will be announced on or around April 5, 2018 (top two essays per grade per school). Winners of the third and final round, including best essay overall, will be announced on or around May 3, 2018.

4. **PRIZES:** Winners will receive a cash prize, along with gifts and other prizes donated by businesses. The amount of the cash prize will depend on sponsorship, but at least \$10,000 will be distributed among winners from each grade and their school as follows:
 - Each high school will receive \$715 to be used towards implementing any student’s solutions
 - a Toshiba laptop computer to the 9th grade runner up

- a Toshiba laptop computer to the 10th grade runner up
- a Toshiba laptop computer to the 11th grade runner up
- a Toshiba laptop computer to the 12th grade runner up
- \$833 to the 9th grade winner
- \$833 to the 10th grader winner
- \$833 to the 11th grader winner
- \$833 to the 12th grader winner

In addition to the above,

- An additional \$833 will go to the final student winner with the best essay overall
- An additional \$833 will go to the overall winning student's school, to be used for any school purpose

The above amounts assume a \$10,000 prize pool. If additional funds are raised, all will be distributed among the above schools and students in similar (but not necessarily identical) proportions.

Prizes are not transferable. No substitutions of prizes are offered, except at the sole discretion of the Sponsors, which reserve the right to substitute any part of a prize with another prize of equal or greater value.

5. **WINNER NOTIFICATION:** Winners will be notified by e-mail and/or social media and/or the "Website". The parent or legal guardian of each winner will also be contacted via e-mail. The name, school, and grade of the winners will be published by the Sponsors. By submitting an essay, you hereby grant each school and the Sponsors permission to use your essay and intellectual property and any derivative reproductions, including on the "Website" and the Sponsor's websites, and for any marketing materials or reproduction purposes at the Sponsors' discretion without providing you any additional consideration or seeking any additional approval from you in connection with such use (except where prohibited by law).

Unless prohibited by law, all students submitting essays agree to these Official Rules, and agree to have a parent or legal guardian sign the Parental Consent and Release Form, prior to April 7, 2018 in order to be eligible for any prize. Noncompliance may result in disqualification and selection of an alternate winner.

6. **TAXES & FEES:** All taxes, fees, expenses, and surcharges for prizes shall be the sole responsibility of winners. In the event that a winner is a minor, such costs shall be the sole responsibility of the child's parent or legal guardian.
7. **DISCLAIMER:** The opportunity to participate in the Contest may be affected by the ability to access the Internet at any particular time. The Sponsors and their agents shall not be responsible for lost, late, undelivered, or misdirected e-

mail. The Sponsors and their agents shall not be responsible for internet, computer software or hardware failures of any kind. The Sponsors and their agents shall not be responsible for lost or unavailable computer, cable, or telephone network connections, or for failed, incomplete, or delayed computer or telephone transmissions of any kind, including those that result from any type of human error. The Sponsors and their agents shall not be responsible for any damage to any computer used to participate in the Contest.

8. YOUR REPRESENTATIONS AND WARRANTIES. By making a submission, you:
- a. WARRANT AND REPRESENT THAT YOU OWN ALL RIGHTS TO YOUR SUBMISSION;
 - b. As applicable, warrant and represent that you are the parent or guardian of the student identified in the submission.
 - c. Warrant and represent that your submissions (i) are original to you and have been legally obtained and created, (ii) do not infringe on the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party, and (iii) do not violate applicable laws or regulations;
 - d. Irrevocably grant to the Sponsors, and their affiliates, legal representatives, assigns, designees, agents and licensees, the unconditional and perpetual right and permission to reproduce copy, transmit, publish, post, display, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), your child's name, your name, address (city and state only), image, likeness and photograph, in any media now known or hereafter devised throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party;
 - e. Solely with respect to their submissions and the identifying information associated with them for publicity purposes, forever waive any rights of privacy, intellectual property, and any other legal or moral rights that may preclude the Sponsors' use of your submissions, and agree to never sue or assert any claim against the Sponsors, or the above mentioned parties' use of your submissions;
 - f. Agree to indemnify, defend and hold the Sponsors, and their affiliates, legal representatives, assigns, designees, agents and licensees, specifically including all judges and other sponsors relating in any way to the Contest ("Indemnities") harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third

party against any of the Indemnities due to or arising out of your Submissions or conduct in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation; and

- g. Agree to release and indemnify, defend and hold harmless the Indemnities from any and all claims that any commercial, advertising, presentation, web content, or any other material subsequently produced, presented, and/or prepared by or on behalf of the Sponsors infringes on the rights of your work as contained in your Submissions.
9. DISPUTES: The laws of the United States and the State of Ohio govern the Contest without giving effect to any choice-of-law or conflict-of-law rules which would cause the application of laws of any jurisdiction other than the State of Ohio. All claims relating in any matter to this Contest must be resolved in the federal or state courts located in Cleveland, Ohio.
10. The Sponsors reserve the right to modify or amend these Rules in their discretion if they believe it necessary to do so in good faith to advance the principles of this Contest.
11. QUESTIONS OR COMMENTS: If you have any questions or comments about the Contest, please contact the Sponsors at the telephone number, or email address listed below:

Alex Gertsburg
ag@gertsburglaw.com
(440) 571-7775