RULES, TERMS & CONDITIONS

CHALLENGE DESCRIPTION

The U.S. Department of Education (“ED”) is announcing the Career and Technical Education (CTE) Makeover Challenge (“the Challenge”), a prize competition funded by the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV or Act). The Challenge calls upon eligible high schools to design models of makerspaces that strengthen career and technical skills through making (models of CTE makerspaces). A “makerspace”, a formalized space for making, is an environment and facility that provides resources, materials, and equipment for students to conceive, create, collaborate, and learn through making. “Making” refers to a hands-on learning approach that encourages students to imagine, create, tinker, and learn through the process of manufacturing, testing, and demonstrating their ideas. Through making, CTE educators enable students to immerse themselves in problem-solving and the continuous refinement of their products while learning essential 21st-century career skills, such as critical thinking, planning, and communication. ED is seeking models of CTE makerspaces across a wide range of facility types, such as classrooms, libraries, and mobile spaces, that it can share with educators to encourage the creation of affordable, scalable, and replicable makerspaces.

These Official Rules, Terms & Conditions apply to the CTE Makeover Challenge. Please read these Rules, Terms & Conditions carefully before submitting to the CTE Makeover Challenge.

All entry information submitted on the Challenge website and all materials, including any copy of the submission, becomes property of ED and will not be acknowledged or returned by Luminary Labs or ED. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, ED and Luminary Labs shall have no liability for any submission that is lost, intercepted, or not received by ED and/or Luminary Labs. ED and Luminary Labs assume no liability or responsibility for any error, omission, interruption, deletion, theft, destruction, or unauthorized access to, or alteration of, submissions.

www.ctemakeoverchallenge.com/rulestermsandconditions/
The Challenge will be conducted in five phases: 1) The First Round Submission phase; 2) The CTE Makeover Bootcamp phase; 3) The Judging phase; 4) The CTE Makerspace Build-Out phase; and 5) The CTE Makerspace Showcase phase. Up to ten Honorees will be selected from the open submission pool. The dates for each of the phases will be determined by ED and announced on the Challenge website.

FIRST ROUND SUBMISSION PHASE DESCRIPTION

Schools enter the Challenge by completing the entry submission process on the Challenge website. This phase is designed to determine eligibility. Entrants who fulfill the criteria described in the “Eligibility” section of these Official Rules, Terms & Conditions will be eligible to participate in the CTE Makeover Bootcamp phase of the Challenge.

CTE MAKEOVER CHALLENGE BOOTCAMP DESCRIPTION

During the CTE Makeover Bootcamp, experts in the field of making will provide technical assistance to all eligible entrants. Eligible entrants will receive resources to improve and expand upon plans and designs for their makerspaces. At least one informational training Webinar will be held during the CTE Makeover Bootcamp. CTE Makeover Bootcamp participants will be provided access to community engagement tools and sustainability strategies to support build-out efforts and maintain their makerspaces beyond the period of the Challenge. At the completion of the CTE Makeover Bootcamp, entrants will have the option of submitting a second round submission that will include detailed design plans, budgets, and implementation strategies.

JUDGING PHASE DESCRIPTION

Independent judges will review Second Round Submissions using the criteria in the “Honoree Selection Criteria” section of these Official Rules, Terms & Conditions and make recommendations to ED as to which entrants should receive monetary awards.

THE CTE MAKERSPACE BUILD-OUT PHASE DESCRIPTION

Honorees are encouraged to use their prize money to build their proposed makerspaces during the CTE Makeover Build-Out phase. Honorees will be required to produce and submit a video tour of their constructed makerspaces and compile an online portfolio of materials for use in the CTE Makerspace Showcase.
THE CTE MAKERSPACE SHOWCASE PHASE DESCRIPTION

Honorees will be invited to attend the World Maker Faire in New York City in October 2016 and may use their prize money to attend the event. ED anticipates presenting CTE Makerspaces at the event and sharing the models of CTE makerspaces resulting from the Challenge.

ELIGIBILITY

a) An eligible entrant must be either:

1. A school that is eligible to receive funds directly under section 3(14)(A) of Perkins IV (e.g. a charter school or area CTE school); or
2. A school that is eligible to receive funds from an eligible recipient under section 3(14)(A) of Perkins IV (e.g. a local high-school that receives funds from an LEA eligible under section 3(14)(A) of Perkins IV).

b) Entrants must:

1. Register on the Challenge website;
2. Enter a submission on the Challenge website according to these Rules, Terms & Conditions;
3. Comply with all requirements on the Challenge webpage;
4. Provide affirmation upon submission of an entry for the Challenge that an entrant is eligible under subsection (a) of this section. If selected as an Honoree, entrants must provide documentation to demonstrate their eligibility prior to receiving a prize;
5. Submit signed letters from the entrant’s Principal (or Assistant Principal) and Superintendent (or Assistant Superintendent) approving the entrant’s permission to enter the Challenge; and
6. Agree to:
   i. Assume any and all risks and waive claims against the Federal government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in the Challenge, whether the injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arises through negligence or otherwise;
   ii. Indemnify the Federal government against third party claims for damages arising from, or related to, competition activities, patents,
copyrights, and trademark infringements; and

iii. Comply with and abide by these Official Rules, Terms & Conditions and ED's decisions, which shall be final and binding in all respects.

PRIZES

The total prize pool for the Challenge is $200,000. The $200,000 Challenge prize pool will be divided equally and awarded to a maximum of ten Honorees, following the judging of Second Round Submissions (“Blueprints”). Prizes awarded under this competition will be paid by electronic funds transfer. Honorees are responsible for any applicable local, State, and Federal taxes and reporting that may be required under applicable tax laws.

CTE MAKEOVER ELIGIBILITY CRITERIA

1. To participate in the Challenge, an entrant must submit an eligible entry according to the “Eligibility” section of these Official Rules, Terms & Conditions.

2. An entrant must complete the entry requirements outlined in the “Submission Information” section of these Official Rules, Terms & Conditions.

3. CTE Makeover Bootcamp participants will be chosen based on the extent that their submission provides all of the required information in paragraphs (1) and (2) of this section is sufficient for ED to determine its eligibility and intent to participate in the Challenge.

HONOREE SELECTION CRITERIA

Based on their individual expertise, judges will recommend up to ten Honorees to be selected by ED from the pool of eligible Second Round Submissions (“Blueprints”).

Judges may assign up to 20 points for each selection criterion during the judging of Second Round Submissions (for a total of up to 100 points) based on the following five selection criteria:

• Innovative. The extent that the model of the CTE makerspace described in a submission exhibits novelty or ingenuity, and has the potential to significantly transform current practices, especially in response to economic and systemic constraints;
• **Replicable.** The extent that the model of the CTE makerspace described in the submission is able to be adopted and replicated by other schools based on design, budget, and curriculum;

• **Multi-functional.** The extent that the model of the CTE makerspace described in the submission has the capacity to be utilized by a broad cross-section of students, including various grade-levels, students with disabilities, multidisciplinary subjects, and CTE programs;

• **Feasible.** The extent that the submission demonstrates the ability of the entrant to successfully implement the model of the CTE makerspace described in the submission within the Challenge timeframe and with its proposed resources including support from the local community and businesses; and

• **Sustainable.** The extent that the model of the CTE makerspace described in the submission demonstrates the capability to sustain the makerspace following the Challenge including administration, maintenance, curricular programming, teacher involvement, and community support while being able to adapt to changing needs and technologies over time.

ED may consider additional institutional characteristics when selecting Award Recipients to ensure fair and equitable distribution of awards, including:

1. School size (number of students)

2. Percentage of students enrolled in free and reduced price lunch programs under the Richard B. Russell National School Lunch Act (42 U.S.C. 1759), as amended

3. Geographic location and local population density

**SUBMISSION INFORMATION**

To participate in the Challenge, an entrant must:

1. Register on the Challenge website.

2. Enter the required information on the Challenge website submission form.

**Content and Form of Submission:**

To submit an entry to the Challenge, an entrant must complete the submission form on the Challenge website.
First Round Submission Dates and Times:
The first round submission phase officially begins March 9, 2016 with this announcement of the Challenge and continues to April 1, 2016 at 11:59:59 p.m., Washington DC time. Luminary Labs is the official timekeeper for the Challenge.

Submissions must be received during the first round submission phase of the Challenge to be eligible. To submit an entry to the Challenge, an entrant must go to the Challenge website and complete all required fields of the first round submission form before the close of the first round submission phase. Each entrant must complete all of the required fields in the first round submission form in accordance with these Official Rules, Terms & Conditions. All entrants are required to provide consent to these Official Rules, Terms & Conditions upon submitting an entry. Once submitted, a first round submission may not be altered during the first round submission phase. ED reserves the right to disqualify any submission that ED deems inappropriate.

 Eligible entrants will be invited to participate in the CTE Makeover Bootcamp. Entrants must designate a primary contact to serve as the Team Lead and manage the distribution of any awarded prizes. Team Leads must be employed by the submitting school and must be over 18 years of age. In the event a dispute regarding the identity of the entrant who actually submitted the entry cannot be resolved by ED, the affected entry will be deemed ineligible.

ED encourages entrants to submit entries as far in advance of the deadline as possible and suggests not later than one hour before the deadline to ensure the completed submission is received. If an entrant submits an entry after the deadline date because of a technical problem with the Challenge website system, the entrant must immediately email hello@ctemakeoverchallenge.com (mailto:hello@ctemakeoverchallenge.com), and provide an explanation of the technical problem experienced on the Challenge website system. ED will accept the entrant’s submission if ED can confirm that a technical problem occurred with the Challenge website system and that the technical problem affected the entrant’s ability to submit an entry by 11:59:59 p.m., Washington DC time, on the entry deadline date. ED will contact the entrant after a determination is made on whether the entry will be accepted.

Note: These extensions apply only to the unavailability of, or technical problems with, the Challenge website system. ED will not grant an entrant an extension if the entrant failed to submit an entry in the system by the submission deadline date and time, or if the technical problem experienced is unrelated to the Challenge website system.
Individuals with disabilities who need an accommodation or auxiliary aid in connection with the submission process should email albert.palacios@ed.gov (mailto:albert.palacios@ed.gov). If ED provides an accommodation or auxiliary aid to an individual with a disability in connection with the submission process, the entry remains subject to all other requirements and limitations in these Rules, Terms & Conditions.

**SUBMISSION REVIEW INFORMATION**

ED and Luminary Labs will review First Round Submissions based on the requirements in the “Eligibility” section of these Official Rules, Terms & Conditions to determine the schools that will participate in CTE Makeover Bootcamp.

The participants may choose to refine their First Round Submissions during the CTE Makeover Bootcamp phase and prepare a second round submission.

ED and Luminary Labs will review Second Round Submissions to ensure that entrants meet the requirements described in these Official Rules, Terms & Conditions.

Should the volume of Second Round Submissions (“Blueprints”) exceed the capacity of the independent judges to conduct a thorough evaluation of the submissions, an independent review panel with expertise relevant to the criteria described in the “Honoree Selection Criteria” section of these Official Rules, Terms & Conditions will conduct a preliminary review of the Second Round Submissions (“Blueprints”). In conducting the preliminary review, the independent review panel will assign scores to each second round submission according to the criteria described in the “Honoree Selection Criteria” section of these Official Rules, Terms & Conditions. Each criterion may be assigned up to 20 points for a total of up to 100 points during the preliminary review.

The size of the independent review panel will be based on the number of participants in the CTE Makeover Bootcamp and the quantity of Second Round Submissions (“Blueprints”) received. Each member of the independent review panel will score a maximum of thirty submissions and all submissions will receive scores from three different independent review panelists.

The submissions with the thirty highest scores assigned by the independent review panel will then be scored by independent judges based on the quality of each entry according to the criteria described in the “Honoree Selection Criteria” section of these Official Rules, Terms & Conditions. Judges may assign up to 20 points for each criterion for a total of up to 100 points.
From the pool of Second Round Submissions ("Blueprints"), judges will recommend up to ten entrants to receive monetary awards. ED will review the recommendations of the judges and make final award decisions as described in the "Honoree Selection Criteria" section of these Official Rules, Terms & Conditions.

By participating in the Challenge, each entrant acknowledges and agrees that such recommendations of the judges based on the criteria may differ and agrees to be bound by, and not to challenge, the final decisions of ED.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

By participating in the Challenge, each entrant represents, warrants, and covenants as follows:

a) The entrants are the sole authors, creators, and owners of the submission;
b) The entrant’s submission:

1. Is not the subject of any actual or threatened litigation or claim;
2. Does not, and will not, violate or infringe upon the privacy rights, publicity rights, or other legal rights of any third party;
3. Does not contain any harmful computer code (sometimes referred to as "malware," "viruses," or "worms"); and

(c) The submission, and entrants’ implementation of the submission, does not, and will not, violate any applicable laws or regulations of the United States.

Entrants will indemnify, defend, and hold harmless ED and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the entrant’s submission or any breach or alleged breach of any of the representations, warranties, and covenants of the entrant hereunder. ED reserves the right to disqualify any submission that ED, in its discretion, deems to violate these Official Rules, Terms & Conditions.

SUBMISSION LICENSE
Each entrant retains title to, and full ownership of, his/her submission. The entrant expressly reserves all legal rights not expressly granted under this agreement. By participating in the Challenge, each entrant hereby irrevocably grants a license to ED and Luminary Labs to store and access submissions in perpetuity that may be reproduced or distributed in the future.

PUBLICITY RELEASE

By participating in the Challenge, each entrant hereby irrevocably grants to ED and Luminary Labs the right to use such entrant’s name, likeness, image, and biographical information in any and all media for advertising and promotional purposes relating to the Challenge, and otherwise, as stated above in the “Submission License” section of these Official Rules, Terms & Conditions.

DISQUALIFICATION

ED reserves the right in its sole discretion to disqualify any entrant who is found to be tampering with the entry process or the operation of the Challenge, Challenge website, or other Challenge-related websites; to be acting in violation of these Official Rules, Terms & Conditions; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge; or to annoy, abuse, threaten, or harass any other person; and ED reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

LINKS TO THIRD-PARTY WEBSITES

The Challenge website may contain links to third-party websites that are not owned or controlled by Luminary Labs or ED. Luminary Labs and ED do not endorse or assume any responsibility for any such third-party sites. If you access a third-party website from the Challenge website, you do so at your own risk and expressly relieve Luminary Labs and/or ED from any and all liability arising from use of any third-party website content.

DISCLAIMER

The Challenge website contains information and resources from public and private organizations that may be useful to the reader. Inclusion of this information does not constitute an endorsement by the ED or Luminary Labs of any products or services offered or views expressed. Blog articles do not endorse any educational product, service, curriculum or pedagogy.
The Challenge website also contains hyperlinks and URLs created and maintained by outside organizations, which are provided for the reader's convenience. ED and Luminary Labs are not responsible for the accuracy of the information contained therein.

NOTICE TO CHALLENGE ENTRANTS AND HONOREES

Attempts to notify entrants and Honorees will be made using the email address associated with the entrants' submission. ED and Luminary Labs are not responsible for email or other communication problems of any kind.

If, despite reasonable efforts, an entrant does not respond within three days of the first notification attempt regarding selection as an Honoree (or a shorter time as exigencies may require), or if the notification is returned as undeliverable to such entrant, that entrant may the entrant's Honoree status and associated prizes, and an alternate Honoree may be selected.

If, despite reasonable efforts, an Honoree does not respond within three days of the first notification attempt (or a shorter time as exigencies may require), or if the notification of prize or the prize itself is returned as unclaimed or undeliverable to such Honoree, ED may select another Honoree.

If any potential Honoree is found to be ineligible, has not complied with these Official Rules, Terms & Conditions, or declines the applicable prize for any reason prior to award, such potential Honoree will be disqualified. An alternate Honoree may be selected, or the applicable prize may go unawarded.

ATTENDANCE

To maintain eligibility, entrants deemed eligible after the first round submission phase are required to participate in Challenge activities organized by ED and Luminary Labs, which includes the CTE Makeover Bootcamp Orientation and Overview webinar. If an eligible entrant is unable to participate in any mandatory activities, the entrant will no longer be eligible to win the Challenge. Eligible entrants opting to participate in the CTE Makeover Bootcamp are required to participate in these events at their own expense. Entrants not attending the live introductory Webinar will be given access to the archived Webinar following the event. Entrants not participating in, or watching the archived version of the Orientation and Overview webinar before the end of the CTE Makeover Bootcamp phase will not be permitted to enter a Second Round Submission (“Blueprint”). Honorees are invited to attend the World Maker Faire on October 1st and 2nd, 2016 in New York City at their own expense.
PROGRAM AUTHORITY

The goals, purposes, and activities related to the Challenge are authorized by section 114(c)(1) of Perkins IV, 20 U.S.C. 2324(c)(1). Under this section, the Secretary of the U.S. Department of Education is authorized to carry out research, development, dissemination, evaluation and assessment, capacity building, and technical assistance with regard to CTE programs under Perkins IV. Following the CTE Makeover Challenge, submissions selected as CTE Makerspaces will be disseminated to the public as CTE Makerspace models to inspire others to incorporate making into teaching and learning.

DATES/DEADLINES

ED reserves the right to modify any dates or deadlines set forth in these Official Rules, Terms & Conditions or otherwise governing the Challenge.

CHALLENGE TERMINATION

ED reserves the right to suspend, postpone, cease, terminate, or otherwise modify this Challenge or any entrant’s participation in the Challenge, at any time at the ED’s sole discretion.

GENERAL LIABILITY RELEASE

By participating in the Challenge, each entrant hereby agrees that:

• ED and Luminary Labs shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from an entrants’ acceptance, receipt, possession, use, or misuse of any prize; and

• The entrant will indemnify, defend, and hold harmless ED and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the entrant’s participation in the Challenge.
Without limiting the generality of the foregoing, ED and Luminary Labs are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

These Official Rules, Terms & Conditions cannot be modified except by ED in its sole and absolute discretion. The invalidity or unenforceability of any provision of these Official Rules, Terms & Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules, Terms & Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

EXERCISE

The failure of ED to exercise or enforce any right or provision of these Official Rules, Terms & Conditions shall not constitute a waiver of such right or provision.

GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Terms & Conditions shall be governed by and construed in accordance with U.S. Federal law as applied in the Federal courts of the District of Columbia if a complaint is filed by any party against ED, and the laws of the State of New York as applied in the New York state courts in New York City if a complaint is filed by any party against Luminary Labs.

PRIVACY POLICY

By participating in the Challenge, each entrant hereby agrees that occasionally, ED and Luminary Labs may also use the entrant’s information to contact the entrant about Federal Challenge and innovation related activities, and acknowledges that the entrant has read and accepted the privacy policy at: www.ctemakeoverchallenge.com/privacy (http://www.ctemakeoverchallenge.com/privacy).
ADDITIONAL TERMS THAT ARE PART OF THE OFFICIAL RULES, TERMS & CONDITIONS

Please review the Luminary Lightbox Terms of Service at www.luminarylightbox.com/terms (http://www.LuminaryLightbox.com/terms) for additional rules that apply to your participation in the Challenge and more generally your use of the Challenge Website. Such Terms of Service are incorporated by reference into these Official Rules, Terms & Conditions. If there is a conflict between the Terms of Service and these Official Rules, Terms & Conditions, the latter terms shall control with respect to this Challenge only.

Participation in the Challenge constitutes the entrant’s full and unconditional agreement to these Official Rules, Terms & Conditions. By entering, an entrant agrees that all decisions related to the Challenge that are made pursuant to these Official Rules, Terms & Conditions are final and binding, and that all such decisions are at the sole discretion of ED and/or Luminary Labs.

Luminary Labs collects personal information from entrants to the Challenge. The information collected is subject to the privacy policy located here: www.luminarylightbox.com/privacy (http://www.LuminaryLightbox.com/privacy).

LIST OF HONOREES/OFFICIAL RULES/CONTACT

To obtain a list of Honorees (after the conclusion of the Challenge) or a copy of these Official Rules, Terms & Conditions, send a self-addressed envelope with the proper postage affixed to: Luminary Labs, 30 West 22nd St., Floor 6, New York City, NY, 10010. Please specify "Honorees List" or "Official Rules, Terms & Conditions" and the name of the specific Challenge in your request.

Please contact us at hello@ctemakeoverchallenge.com (mailto:hello@ctemakeoverchallenge.com) should you have any comments or questions about these Rules, Terms & Conditions.