



2024 CONTEST PACKET

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STEP-BY-STEP CONTEST SUBMISSION GUIDE

Step 1: [Watch the contest video](#) with your students and [review the official contest rules](#).

Step 2: Read through this contest packet.

- In this packet, you'll find materials to guide student work, including:
 - A list of historical figures already featured on Flocabulary
 - A rhyme writing graphic organizer
 - A rubric for student submissions
 - Official rules

Step 3: Ask students if they would like to enter the contest. Please keep the following in mind:

- This contest is for students in grades K-12.
- Students must complete their lyrics independently, and their work must be their own. Group work will not be accepted.
- Finished songs should be at least 16 lines long (a hook is a plus).

Step 4: Have each student research a historical figure who had a significant and lasting impact on history.

- Make sure the figure does not already have a Flocabulary lesson about them (see the list in this packet). Submissions about figures already featured on Flocabulary will be disqualified.

Step 5: Have each student write a rap about their selected figure. There are a few ways for students to write their lyrics.

- **Option A:** If students have a Flocabulary account, they can use Lyric Lab to write their lyrics. You can assign this lesson as you would any other Flocabulary lesson!
 - Have students write their lyrics [here](#) in Lyric Lab
 - Save their completed lyrics as a PDF by clicking the export icon in the top right corner.
 - Submit the PDF as a student's final submission.
- **Option B:** If students do not have a Flocabulary account, they can use the graphic organizer in this packet to help them write their lyrics.
 - Have students write their lyrics using the graphic organizer.
 - Transfer the final lyrics to a new document and save it as a PDF.
 - Submit the PDF as a student's final submission.

- If students need some help with their lyrics, you can use the following Flocabulary lessons for inspiration and tips:
 - [Hip-Hop Fundamentals](#)
 - [Rhyme & Rhythm](#)
 - [Figurative Language](#)

Step 6: Use the contest submission form to submit student entries by 11:59 EST on November 15, 2024. Find the submission form [here](#). Make sure to attach all completed entries as a PDF.

WHICH HISTORICAL FIGURE SHOULD I PICK?

Contest entries must be about a historical figure who **does not** already have a Flocabulary lesson about them. Feel free to use these lessons for inspiration, but **do not** select any of the following figures for your song:

- [Alan Turing](#)
- [Amelia Earhart](#)
- [Anne Frank](#)
- [August Wilson](#)
- [Benjamin Banneker](#)
- [Benjamin Franklin](#)
- [Booker T. Washington](#)
- [Cesar Chavez](#)
- [Ellen Ochoa](#)
- [Emmett Till](#)
- [Fannie Lou Hamer](#)
- [Frances Perkins](#)
- [Frederick Douglass](#)
- [Frida Kahlo](#)
- [George Washington](#)
- [George Washington Carver](#)
- [Harriet Tubman](#)
- [Harvey Milk](#)
- [Helen Keller](#)
- [Henrietta Lacks](#)
- [Isabella Aiona Abbott](#)
- [Israel Kamakawiwo'ole](#)
- [Jackie Robinson](#)
- [James Baldwin](#)
- [John Lewis](#)
- [José Hernández](#)
- [Kalpana Chawla](#)
- [Katherine Johnson](#)
- [Langston Hughes](#)
- [Larry Itliong](#)
- [Louis Armstrong](#)
- [Luis Alvarez](#)
- [Malcolm X](#)
- [Marie Curie](#)
- [Marsha P. Johnson](#)
- [Martin Luther King Jr.](#)
- [Maya Angelou](#)
- [Nicola Tesla](#)
- [Rigoberta Menchú Tum](#)
- [Roberto Clemente](#)
- [Rosalind Franklin](#)
- [Ruby Bridges](#)
- [Sacagawea](#)
- [Shakespeare](#)
- [Sojourner Truth](#)
- [Sor Juana Inés de la Cruz](#)
- [Susan B. Anthony](#)
- [Tecumseh](#)
- [Thomas Edison](#)
- [Thurgood Marshall](#)
- [Toni Morrison](#)
- [Vincent van Gogh](#)
- [W.E.B. Du Bois](#)
- [Yuri Kochiyama](#)

RHYME WRITING GRAPHIC ORGANIZER

Directions: You can use this graphic organizer to write the lyrics for your entry if you don't have access to Lyric Lab. Your finished song should be at least 16 lines long. Have an adult submit your finished lyrics [here](#).

Name: _____

Topic of my lyrics: _____

What information do you want to include in your song? Put your notes in this column.	My Lyrics	Rhyme Word Bank
	Step 1: Write a short line about your topic.	Step 2: Come up with rhymes for the last word of your first line. Write them below.
	Step 3: Pick one of your rhyming words. Write another line that ends with that word.	
	Step 1:	Step 2:
	Step 3:	
	Step 1:	Step 2:

	Step 3:	
	Step 1:	Step 2:
	Step 3:	
	Step 1:	Step 2:
	Step 3:	

...Continue as needed!

RUBRIC FOR WRITTEN SUBMISSIONS

For Official Rules, see [below](#)

	3	2	1	0
Length and submission format	<ul style="list-style-type: none"> - Lyrics are original student work and a minimum of 16 lines long (a hook is a plus) - Entry form is submitted via flocabulary.com/student-voice-rap-contest - All parts of the entry form are complete 			<ul style="list-style-type: none"> - Disqualified if one or more of the criteria for length and submission format are not met
Selection of historical figure	<ul style="list-style-type: none"> - Lyrics center on an individual who had a significant and lasting impact on history - Flocabulary does not already have a lesson on this person published or forthcoming (see list in Contest Packet) 			<ul style="list-style-type: none"> - Disqualified if lyrics do not center on an individual who had a significant and lasting impact on history and/or if Flocabulary already has or plans to create a video on the chosen person
Content	<ul style="list-style-type: none"> - Lyrics create a complete and cohesive narrative that includes: <ul style="list-style-type: none"> - the most crucial biographical information about the historical figure's life - a clear and compelling depiction of the person's historical significance - where relevant, personality traits that helped the person succeed - where relevant, an appropriate explanation of any controversies about the person 	<ul style="list-style-type: none"> - Lyrics create a cohesive narrative that is mostly complete and includes many important events from the historical figure's life and information about the person's historical significance - Lyrics somewhat showcase personality traits that helped the person succeed and/or fail to address controversies about the person 	<ul style="list-style-type: none"> - Lyrics may lack some cohesion and be incomplete 	<ul style="list-style-type: none"> - Lyrics are neither complete nor cohesive
Style	<ul style="list-style-type: none"> - Lyrics contain rhythm and end rhymes (internal rhymes a plus) - Lyrics effectively create a tone that matches the content - Use of language is consistently clear, engaging, and vivid and includes wordplay and/or figurative language 	<ul style="list-style-type: none"> - Most of the lyrics contain rhythm and end rhyme - Most lines contribute to a tone that matches the content - Use of language is consistently clear but not always engaging and contains some wordplay and/or figurative language 	<ul style="list-style-type: none"> - There is some rhythm and rhyme - Lyrics may lack a clear tone - Use of language is clear but not engaging and lacking in wordplay and/or figurative language 	<ul style="list-style-type: none"> - Lyrics lack rhythm and/or rhyme - The tone is at times inappropriate to the content - Language lacks clarity and distracts from the content

Flocabulary Student Voice Rap Contest Official Rules (“Official Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AGE 18 OR OVER. VOID WHERE PROHIBITED.

SPONSOR

1.1 The Flocabulary Student Voice Rap Contest (the “Contest”) is sponsored by Nearpod, LLC (“Nearpod”) with principal offices at 2911 Peach Street, Wisconsin Rapids, WI 54494 (the “Sponsor”).

OVERVIEW

2.1. The Contest is an original song submission contest where teachers, parents or legal guardians of K – 12th grade students who are legal residents of any of the fifty states of the United States, the District of Columbia and Puerto Rico who are over 18 years of age (“Entrant”) can submit original songs created by their student(s). Eligible entries are those created by the Entrant’s child or student who is referred to as the “Applicant.” There will be a total of two Winners. The winning Submission(s) will be used as inspiration by a team of Flocabulary artists to create a Flocabulary video/lesson(s) which will be available to educators and students in the Flocabulary platform worldwide (“Lesson”). The winning Applicant will be attributed as a co-author of the song included in the Lesson, including Applicant’s name, image, video, and/or audio. Flocabulary will provide the winning Entrant, on behalf of Applicant, with a digital copy of the final Lesson. The winning Entrant(s) and Applicant(s) will also receive Flocabulary merchandise for themselves and their class (maximum retail value of two thousand and five hundred (\$2,500). By participating in this Contest, each Entrant, personally and on behalf of Applicant, agrees to be bound by these Official Rules and to the decisions of the Sponsor and the judges selected by the Sponsor, which are final and binding on all matters relating to the Contest. The Contest will operate as described below, on or about the stated dates:

1. The Contest submission period begins at **9:00 am ET on October 15, 2024**, and ends at **11:59 p.m. ET on November 15, 2024**. To be eligible, submissions must be submitted in accordance with Section 4 of these Official Rules. Eligible submissions will be reviewed by judges selected in the sole discretion of the Sponsor and will be judged in accordance with Section 5, below.
2. The initial Contest judging period begins on **November 18, 2024** and ends on or about **November 22, 2024** (the “First Round”). During the First Round, only the lyrics of the student’s songs will be judged.

3. After the First Round has concluded, the judges will select up to 10 finalists, who will then be asked to submit a video of the student contestant performing their song by **December 8, 2024**. The second judging period is currently contemplated to begin by or about **December 9, 2024** and end on or about **December 10, 2024** (the “Second Round”). Promptly after the end of the Second Round, two Winners will be selected.
4. Sponsors will attempt to contact each Entrant who submitted the Potential Winner’s Submission, or an alternate, if necessary, on or about **December 10, 2024** and in accordance with Section 6 of these Official Rules.
5. The Winner(s) will be publicly announced on or about **April 1, 2025**.

ELIGIBILITY

3.1. The Contest is open only to individual teachers, parents or guardians (“Entrant”) of K – 12th grade students (“Applicant”) who are legal residents of the 50 United States, the District of Columbia, and Puerto Rico. Each Entrant must be at least 18 years of age at the time of entry. Each Applicant must be a K – 12th grade student at the time of entry. Void in all jurisdictions other than those stated above and where prohibited or restricted by law.

3.2. The following individuals are not eligible to enter: (a) employees, representatives, agents, directors, and officers of the Sponsor and its parent, subsidiary, or affiliated companies, and other parties involved in the administration of the Contest; and (b) each of the immediate family members or other persons living in the same household as such excluded individuals.

3.3. By participating in this Contest Entrant agrees to be fully and unconditionally bound by these Official Rules (the “Rules”) personally and on behalf of their Applicant, and Entrant represents and warrants that Entrant and Applicant meet the eligibility requirements. If Entrant is a teacher, Entrant represents he or she has obtained any consents required by their school to participate and that their school does not have any prohibition or restriction on teachers entering their Applicant’s work for participation in the Contest.

3.4 The Sponsor reserves the right to verify and confirm each Entrant's compliance with eligibility requirements. An Entrant may be required to submit further information to assist in the judges' verification of eligibility. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER

4.1. To enter, an Entrant must submit the lyrics of an Applicant’s original song using the form accessible at <https://blog.flocabulary.com/student-voice-contest> (the “First Round Submission”). Such lyrics must be in written form. Entrants may submit a unique First Round Submission for as many Applicants as they like into the Contest. However, each Applicant may only be entered for one First Round Submission. The First Round Submission must be both “original” (as defined by

copyright law) and unique (meaning it must have been created for the sole purpose of entering the Contest). First Round Submissions must comply with the following requirements:

4.1.1. First Round Submissions must be a minimum of 16 lines and include 1-2 verses and a hook.

4.1.2. First Round Submissions must be provided to Flocabulary as an attachment in a PDF format via the submission form found on: <https://blog.flocabulary.com/student-voice-contest>.

4.2. While we encourage Applicant(s) to be creative, the First Round Submissions and Second Round Submissions (defined below) (together, "Submissions") must comply with the following subject matter requirements:

6. Submissions must be about a historical figure whom the submitting student believes deserves his/her own Flocabulary video.
7. Submissions may be about a historical figure **NOT** already featured on Flocabulary's website.
- 8.

4.2.1. Further, all Submissions must comply with the following additional requirements:

Submissions must be the original work of the Entrant's Applicant(s).

8. Submissions must be the original work of the Entrant's Applicant(s).
9. Submissions must be submitted by an Entrant on behalf of an Applicant. Any Submission submitted solely by a student will be disqualified.
10. Submissions must not contain material that violates or infringes another's rights (including, but not limited to, material that violates privacy, publicity, copyright, trademark, or other intellectual property rights).

4.3. An Entrant must submit a First Round Submission during the First Round between **9:00 a.m. ET on October 15, 2024**, and **11:59 p.m. ET on November 15, 2024** (the "First Round Deadline"). If a First Round Submission is not received prior to the First Round Deadline, it will be disqualified. In order to submit a First Round Submission, Entrant must complete the first round entry form available at <https://blog.flocabulary.com/student-voice-contest> (the "First Round Entry Form").

4.4. By completing the First Round Entry Form or Second Round Entry Form (defined below) (together, "Entry Forms"), each Entrant agrees to be bound by Flocabulary's [Privacy Policy](https://www.flocabulary.com/privacy-policy/) (<https://www.flocabulary.com/privacy-policy/>). Each Entrant must comply with all Submission requirements. Entry is not complete until an Entrant has submitted a complete First Round Entry Form. An Entrant must completely and accurately submit all required information to enter

and must timely cooperate with all requests for additional information or documents that the Sponsor may request in order to verify eligibility and compliance with these Official Rules.

4.5. The Sponsor's clock is the official timekeeping device for the Contest. The Sponsor is not responsible for late or unsuccessful attempts to enter. Incomplete, corrupted, untimely, or unintelligible Submissions or Entry Forms will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that Entrant's sole remedy is another entry in the Contest to the extent the submission of an additional entry is deemed feasible by the Sponsor, in its sole discretion. The Sponsor reserves the right to determine, in its sole discretion, which entries have satisfied the entry requirements and to disqualify any Submission it believes is not consistent with the spirit and theme of the Contest.

4.6. AN ELIGIBLE ENTRANT MUST SUBMIT AN ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

FIRST ROUND JUDGING

5.1. Judging for the First Round will begin on or about **November 18, 2024**, and will end on or about **November 22, 2024**.

5.2 Initially, all First Round Submissions that meet the requirements listed in Section 4, above, will be reviewed by a panel of judges selected in the Sponsor's sole discretion, that will consist primarily of members of Flocabulary's staff (the "Judges"). The Judges will review First Round Submissions based on the following criteria:

5.2.1. The grading rubric that our Judges will be asked to follow may be viewed at:

<https://blog.flocabulary.com/student-voice-contest>

5.3. The Judges will select up to 10 First Round Submissions as potential finalists. The Entrants of each potential finalist will be notified by e-mail on or about **November 25, 2024** and will be required to respond (as directed) to the notification attempt within 72 hours. Failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, the Sponsor will select an alternate finalist according to the Judges' results. The finalists may be required to execute and return a notarized affidavit of eligibility (where legally permissible) or other documents, including publicity releases, and further terms and conditions, required by the Sponsor within a reasonable amount of time, as determined by the Sponsor in its sole discretion (the "Finalist Releases"). Failure to complete the Finalist Releases by the appropriate parties listed in such Finalist Releases will result in the potential finalist's disqualification and an alternate finalist will be selected in its place. Once all Finalist Releases have been returned to the Sponsor, the Sponsor reserves the right to publicly announce the

lyrics and biographical information of the students associated with the First Round Submissions on the Sponsor's website.

5.4. If a First Round Submission becomes a finalist ("Second Round Finalist"), the Entrant will only become eligible to become a Potential Winner if an Entrant submits a video of the Applicant performing the song that was submitted in the First Round ("Second Round Submission").

FINALISTS AND SECOND ROUND JUDGING

6.1. An Entrant must submit a Second Round Submission after Entrant's Submission becomes a Second Round Finalist and must submit a Second Round Submission prior to **11:59 p.m. ET December 8, 2024** (the "Second Round Deadline") as described in the finalist email notification. If a Second Round Submission is not received prior to the Second Round Deadline, it will be disqualified. In order to submit a Second Round Submission, Entrant must send their final video submission in reply to the finalist notification email they received by the Second Round Deadline. In addition, Second Round Submissions must comply with the following requirements:

11. Second Round Submissions must be no longer than four minutes long and must feature ***one*** Applicant rapping the lyrics of the Second Round Finalist.
12. The video formatting guidelines, and a description of the method for submitting the Second Round Submissions is available at <https://blog.flocabulary.com/student-voice-contest>.

6.2. Judging for the Second Round is tentatively scheduled to begin on or about **December 9, 2024** and will end on or about **December 10, 2024**. All Second Round Submissions that meet the requirements listed above will be reviewed by another panel of Judges, who will judge the Second Round Submissions and select one winning Entrant on behalf of an Applicant (a "Winner") per age group based on the following criteria:

13. Clarity -- the delivery of the lyrics must be audible, clear, and easy to follow.
14. Stage Presence -- The rap has been memorized and rehearsed and is delivered with emotion.
15. Precision -- Lyrics are delivered on beat throughout the song.
16. The grading rubric that our Judges will be asked to follow for reviewing finalist submissions will be emailed as part of Finalist email notification.

WINNER NOTIFICATION

7.1. Sponsor will notify the Entrant of the potential Winners, as determined by the Judges, by e-mail on or about **December 10, 2024**, and Entrant will be required to respond (as directed) to the notification attempt. Failure to respond timely to the notification (within 48 hours) may result in forfeiture of participation in the Contest and, in such case, the Sponsor will select an

alternate Winner according to the Judges' results for that age group. Each potential Winner and/or their legal guardian, as applicable, may be required to execute and return a notarized affidavit of eligibility (where legally permissible) or other documents, including publicity releases, travel releases and further terms and conditions, required by the Sponsor within a reasonable amount of time, as determined by the Sponsor in its sole discretion (the "Documents"). If a potential Winner's Entrant cannot be contacted by e-mail or phone after the first attempt, that potential Winner will be disqualified, and an alternate entry will be selected in its place from all eligible entries received according to the judging criteria described above. Similarly, failure to complete the Documents by the appropriate parties listed in such Documents will result in the potential Winner's disqualification and an alternate Winner will be selected in its place.

7.2. The Winners will be publicly announced on or about **April 1, 2025**.

7.3. The Sponsor reserves the right to extend or modify the winner notification and announcement schedule as the Sponsor deems necessary, in its sole discretion, to complete the verification process contemplated by these Official Rules and/or to select an alternate Winner(s).

PRIZES

8.1. Each Winner will receive the following prize (the "Prize"):

17. The winning Applicant's lyrics adapted into a Flocabulary song to be included in a Flocabulary Lesson by Flocabulary's talented artists. Applicant will be attributed as co-authoring the song, and Applicant's name, image, video and/or audio will be included at the end of the Lesson. Entrant and Applicant will receive a digital copy of the final Lesson for their own non-commercial use.
18. The winning Entrant(s) and Applicant(s) will receive Flocabulary merchandise for themselves and their class (maximum retail value of two thousand and five hundred)(\$2,500).

PRIZE RESTRICTIONS

9.1 The Winners will be solely responsible for any and all federal, state, and/or local taxes resulting from acceptance of the Prize. The Prize cannot be transferred or assigned to another person, class, or school. No Prize substitution or changes are allowed except at the discretion of the Sponsor. The Prize cannot be substituted or redeemed for cash. The Prize is provided "as is" without warranty of any kind.

GRANT OF RIGHTS

10.1. In consideration for an Entrant's Submission being reviewed and evaluated for this Contest, each Entrant (personally and on behalf of Applicant) hereby grants to the Sponsor, or any of its affiliated entities, subsidiaries, parent or sister companies, a non-exclusive, perpetual, worldwide, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, make derivative works from, or display such Submission, or any portion thereof, in any media now known or hereafter devised and for any purpose. Entrant and Applicant have no right to review or approve the Lesson which Sponsor may create using a winning Submission, and acknowledge that Sponsor may make minor adaptations, modifications to a Submission as needed to create the Lesson.

10.2. If an Entrant is a teacher (a "Teacher Entrant"), by entering the Contest, the Entrant represents and warrants that a parent or legal guardian of the Applicant who contributed to the Submission has agreed that the Applicant's work may be submitted to this Contest and that the Sponsor or any of its affiliated entities, subsidiaries, parent or sister companies, may use the Submission on a gratis and royalty-free basis in any media and for any purpose, as described in this Section 10. Further, each Teacher Entrant represents and warrants that a parent or legal guardian of an Applicant has irrevocably granted the Sponsor or any of its affiliated entities, subsidiaries, parent or sister companies, the right to use such Applicant's name, likeness, biographical information, and Submission in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on, or in connection with the Flocabulary Website, the Contest or other promotions.

10.3. If an Entrant is a parent or legal guardian (a "Parent Entrant"), by entering the Contest, Entrant agrees that their Applicant's work may be submitted to this Contest and that the Sponsor or any of its affiliated entities, subsidiaries, parent or sister companies, may use the Submission on a gratis and royalty-free basis in any media and for any purpose, as described herein. Further, each Parent Entrant irrevocably grants the Sponsor or any of its affiliated entities, subsidiaries, parent or sister companies, the right to use such Applicant's name, likeness, biographical information and Submission, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on, or in connection with the Website, the Contest or other promotions.

10.4. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the requirements set forth in these Official Rules.

10.5 The winning Applicant shall receive a digital copy of the Flocabulary Lesson, which was inspired by the Applicant's Submission, and a limited, non-exclusive, royalty free license to use the Lesson for Applicants own, non-commercial purpose.

PUBLICITY

11.1 By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Entrant or winner of the Contest, each Entrant (Entrant on behalf of an Applicant) irrevocably grants the Sponsor and their respective successors, assigns and licensees, or any of its affiliated entities, subsidiaries, parent or sister companies, the right to use such Entrant's and the Applicant's name, likeness, biographical information and Submission, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website, the Contest or other promotions, and hereby release the Promotion Entities from any liability with respect thereto. Sponsor may provide press releases to local media outlets to promote the winning Entrant and Applicant's, and Entrant and Applicant may be requested to provide interviews or statements for various media or press outlets.

ENTRANT REPRESENTATIONS, WARRANTIES, AND RELEASE

12.1. By entering, each Entrant represents and warrants to the Sponsor that: (a) the Submission is completely the original work of Entrant and their Applicant(s) and was created solely by Entrant and their Applicant(s) without assistance; (b) the Submission is an original work and is not copied from any other source or previously distributed or disseminated in any media or format; and (c) the Submission is not in violation of or in conflict with the trademark, copyright, rights of privacy, rights of publicity, or any other rights of any kind or nature of any other person or entity. By submitting an entry, each Entrant agrees to release and hold harmless the Sponsor and its parent companies, affiliates, subsidiaries, promotional partners, and agents, and all others associated with the development and execution of this Contest, and the officers, directors, and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including, without limitation claims for injury, loss, or damage of any kind resulting from participation in this Contest or acceptance or use of any prize, and claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of Entrant's Submission. If an Entrant is a California resident, such Entrant hereby waives California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

12.2. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR

EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

GENERAL TERMS AND CONDITIONS.

13.1. The Sponsor reserves the right to terminate, modify, or suspend this Contest due to any reason, including, but not limited to an act of god; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot, or civil commotion; enactment, rule, order, or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of third-party software or services; failure of essential production or technical personnel to appear or be available for production or broadcast; a lack of Entrants or submissions, as determined by Sponsor in Sponsor's sole discretion; or other cause beyond the Sponsor's control. The Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing, or judging of entries. In case of a merger, reorganization, or sale of substantially all its assets, Sponsor may assign any and all of its rights and obligations under these Official Rules. The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, LinkedIn, Instagram or any other social media outlet.

13.2. THE SPONSOR WILL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS CONTEST.

13.3. THE SPONSOR RESERVES THE RIGHT TO CHANGE ANY TERM OF THESE OFFICIAL RULES OR TO ADDRESS ANY ISSUE THAT ARISES WITH UPDATES OR AMENDMENTS TO THESE OFFICIAL RULES AT ANY TIME UP TO THE DATE THAT THE PRIZE WINNER IS SELECTED.

13.4. ANY VIOLATION OF THESE OFFICIAL RULES BY ENTRANT (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. ALL DECISIONS BY THE SPONSOR AND JUDGES ARE FINAL AND BINDING.

LIMITATION OF LIABILITY

14.1 By entering, Entrant agrees to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Entrant's participation in the Contest and/or their acceptance, possession, use, or

misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest or (v) electronic or human error in the administration of the Contest or the processing of entries.

GOVERNING LAW

15.1 This Contest is governed by the laws of Florida without regard to principles of conflict of laws. As a condition of participating in the Contest, the parties agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Broward County, Florida having jurisdiction. Further, in any such dispute, under no circumstances shall Entrant or Applicant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Entrant's actual out-of-pocket expenses (i.e. costs associated with entering the Contest). Entrant further waives all rights to have damages multiplied or increased.

PRIVACY POLICY

16.1 Any personal information supplied by an Entrant to the Sponsor will be subject to Flocabulary's [Privacy Policy](https://www.flocabulary.com/privacy-policy/) (<https://www.flocabulary.com/privacy-policy/>) and any supplemental terms of these Official Rules.

OFFICIAL RULES AND WINNER'S LIST

17.1 For a copy of these Official Rules, visit <https://blog.flocabulary.com/student-voice-contest> or send a self-addressed, stamped envelope for receipt by **October 15, 2024** to: Official Rules, "Flocabulary Student Voice Rap Contest," Nearpod Inc., 2911 Peach Street, Wisconsin Rapids, WI 54494. For a list of the Winners, within 60 days after April 1, 2025, send a self-addressed, stamped envelope to: Winners List, "Flocabulary Student Voice Rap Contest," Nearpod Inc., 2911 Peach Street, Wisconsin Rapids, WI 54494. Requests received without a self-addressed and stamped envelope will not be fulfilled.