

Rules and Regulations

1. THE COMPETITION

- 1.1. Code Rush is a nation-wide competition for teams of students in 3rd to 8th grade hosted by Codemonkey Studios and sponsored by Microsoft, Flocabulary and Makey Makey.
- 1.2. CodeMonkey is an interactive platform that introduces kids to coding in a real programming language (“**CodeMonkey Software**”). In Code Rush, the team members will play through 140 challenges of CodeMonkey’s award-winning Coding Adventure course. These challenges cover programming topics such as objects, functions, simple loop, variables, arrays and for-loops. You can also expect to improve your student’s critical thinking and problem solving skills.
- 1.3. Registration commences on **January 15th, 2018** and is available until **February 21st, 2017**.
- 1.4. Between registration and the commencement of Code Rush, team members can play through the first 30 challenges of CodeMonkey.
- 1.5. Code Rush will officially begin on **February 22nd, 2017**. On this date, we will unlock 40 challenges.
- 1.6. Between **March 5-19th**, we will unlock 50 new challenges.
- 1.7. Code Rush ends on **March 22nd, 2018, at 03:00 EDT**.

2. ELIGIBILITY

- 2.1. Code Rush is open only to those who sign up by [clicking here](#). The participating students must be students between grades 3-5 or grades 6-8 as of the date of entry, according to the applicable age division. Code Rush is only open to legal residents of the United States, and is void where prohibited by law. Employees of CodeMonkey, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “**Employees**”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in Code Rush. Code Rush is subject to all applicable federal, state, and local laws and regulations.
- 2.2. By participating, each Team Leader agrees to be fully and unconditionally bound by these Rules. Registration may only be carried out by the Team Leader, as defined in Section 4.1.2 below. By registering, such adult represents and warrants that all team members meet the eligibility requirements. In addition, you agree to accept the decisions of CodeMonkey as final and binding as it relates to the content of Code Rush.
- 2.3. To participate, you need to build a team of 8-10 students, from 3rd to 5th or 6th to 8th

grade. Your team will then begin its quest to solve as many CodeMonkey challenges as you can and earn star points.

2.4. Participation in Code Rush does not require any prior purchase of the CodeMonkey Software. Purchase of the CodeMonkey Software will not improve your chances of winning, except insofar as familiarity with the CodeMonkey Software may assist an experienced users to obtain better scores in the challenges, as further described in Section 5 below.

3. Students are hereby prohibited from registering to Code Rush with more than one team. Duplicate registration of a single student may result in the disqualification of both teams.

Schools Responsibilities.

3.1. As a Team Leader, wishing to use the Service for the benefit of your students, and wanting to allow your students to enter the competition, please ensure that you comply with the following guidelines and instructions:

3.1.1. You are responsible to open and maintain the accounts for your students. Do not provide any of your students' personal information (e.g. full name) when creating their accounts.

3.1.2. By participating on Code Rush, you expressly grant, and you represent and warrant that you have all rights necessary to grant to us a non-exclusive, royalty-free, worldwide license, during the term of Code Rush, to use, transmit, distribute, modify, reproduce, display, create derivative works of, and store the student's data (and all user content), as detailed in these Terms, and specifically, for the purposes of (i) providing the Service as contemplated in these Terms, and (ii) enforcing our rights hereunder.

3.1.3. CodeMonkey does not collect personal information regarding children under 13 years of age. If you have a need to disclose personal information regarding a child under 13, you are required to obtain the Company's express prior written consent, after obtaining verifiable parental consent for such disclosure. When obtaining such consents, you must provide parents with a copy of these Terms and of our website's privacy policy. You must keep all consents on file and provide them to us upon request.

4. ENTRY

4.1. Team.

4.1.1. Your team should be constructed out of 8-10 students, from one of the following age groups: grades 3-5 or grades 6-8. Teams may only contain a mix of different grades within the grade division.

4.1.2. The head of the team should be a teacher, instructor or parent, at least 18 years

of age ("**Team Leader**").

4.2. Payment.

4.2.1. To submit a team for Code Rush a team leader will need to make a single online payment of \$49.95.

4.2.2. The CodeMonkey website is secure and we don't store any credit card information at checkout so your private information is safe. We are PCI Level 1 compliant, and use a secure, PCI Level 1 compliant payment gateway.

4.3. **Technical requirements.** Each team member will get their own CodeMonkey account. Members can log in using a desktop computer, laptop, Chromebook or tablet. An active internet connection is required. Each team also receives one teacher/librarian account for managing the student accounts and keeping track of the team progress.

5. SCORING METHOD.

5.1. Each team member may attempt to solve up to 141 challenges during Code Rush. Each solution in CodeMonkey shall earn such team member a score between 1-3 stars. The score is awarded automatically by the CodeMonkey Software based on the quality of the solution. At the end of Code Rush, we will count the average star score of each team (by dividing the number of total stars accumulated by the number of members in your team).

5.2. In the event of tie between two team or more, the team which achieved the score first shall be deemed the winner.

6. ANNOUNCEMENT OF WINNERS

6.1. Your team is only competing with teams in your age division - elementary or middle school.

6.2.

6.3. Winning teams will be on the ten teams with the highest star score average their teammates achieved, from each age division. We will post the winning on CodeMonkey's website no later than **March 22nd, 2018**, and the winners will be notified by email Team Leader. CodeMonkey shall have no liability for any winner's failure to receive notices due to spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information.

7. PRIZES

7.1. Each winning team shall receive all of the following prizes:

7.1.1. a yearly CodeMonkey classroom subscription;

7.1.2. one set of Makey Makey's invention kit;

7.1.3. official trophy plaques from CodeMonkey; and

7.1.4. first place from each age category will win a Flocabulary school subscription and second to fifth place from each age group will receive a Flocabulary teacher subscription.

7.2. Prizes will be shipped to the address of the winning team's Team Leader provided at the time of registration, at no additional cost.

8. LIMITATION OF LIABILITY

8.1. By entering, you agree to release and hold harmless CodeMonkey 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) your participation in Code Rush and/or your 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 Code Rush; or (v) electronic or human error in the administration of Code Rush or the processing of entries. CodeMonkey assumes no responsibility for any of the foregoing.

8.2. As a condition of participating in Code Rush, Team Leader agrees that any and all disputes, and causes of action arising out of or connected with Code Rush, shall be resolved individually, without resort to any form of class action, exclusively before a competent court located in the New York County, State of New York. You hereby waive any and all objections to jurisdiction and venue in these courts. YOU FURTHER WAIVE YOUR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR IN CONNECTION WITH COLD RUSH. Further, in any such dispute, under no circumstances shall you be permitted to obtain awards for, and you hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than your actual out-of-pocket expenses (i.e. costs associated with entering Code Rush). You further waive all rights to have damages multiplied or increased.

9. GENERAL

9.1. In addition to the Rules provided hereunder, use of the CodeMonkey Software during Code Rush is subject to the Company's [Terms and Conditions](#) and [Privacy Policy](#).

9.2. We reserve the right, in its sole discretion, to cancel, terminate, modify or suspend Code Rush should virus, bug, non-authorized human intervention, fraud, or other cause beyond our control to corrupt or affect the administration, security, fairness, or proper conduct of Code Rush. In such case, we may select the winner from all eligible entries

received prior to and/or after (if appropriate) the action taken by us. We reserve the right, in our sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of Code Rush or website or violates these Rules. CodeMonkey has the right, in its sole discretion, to maintain the integrity of Code Rush, to disqualify students for any reason, including, but not limited to multiple entries from the same user, or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of Code Rush may be a violation of criminal and civil laws. Should such attempt be made, CodeMonkey reserves the right to seek damages to the fullest extent permitted by law.

9.3. Team Leaders are responsible for informing students that any data, cell phone or any other charges necessary to enable students to gain the necessary network or internet access to be able to access the CodeMonkey Software to participate in Code Rush.

9.4. These Rules shall be interpreted and governed by the laws of the State of New York, without giving effect to its conflict of laws principles.

If you have any questions please feel free to reach out to us at support@cm-studios.com.

You are also welcome to join our [Code Rush Message Board](#) and talk to other teams.

We wish you and your team good luck on your quest.

Happy coding,

The CodeMonkey team.