

## **"OfficeMax Super Hero Teacher of the Year" Contest Official Rules**

### **1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**2. ELIGIBILITY:** "OfficeMax Teacher Super Hero of the Year" Contest (the "Contest") is open only to residents of the continental United States who as of 2/1/06 are students in grades 6-8. The children of employees of the Sponsors, the American Federation of Teachers (AFT), the National Education Association (NEA), and of their respective parent companies, subsidiaries, affiliates, and agents, plus the children of the household members or immediate family members (defined as parent, spouse, child, sibling, or grandparent) of the foregoing employees are NOT eligible to enter the Contest.

**3. TIMING:** Contest starts on 2/1/06 and ends on 3/17/06. All mailed entries must be postmarked by 3/17/06 and received at the designated address by 3/23/06, or entries may also be deposited in the Contest collection box at a participating OfficeMax retail store by end of business on 3/17/06.

**4. HOW TO ENTER:** On an official entry form or on a 8 1/2" X 11" sheet of paper, neatly write or type an essay explaining why one of your teachers is a super hero. Essay must be legible and must be limited to 200 words or less. Please also include the following at the top of your essay page: Your full name (that's the name of the entrant [the "Entrant"]), your complete address, phone number, your age, the name of your Super Hero Teacher, the subject she/he teaches, and the name, address and phone of the Super Hero Teacher's school. Additionally, please neatly write/type the following on your entry: "I am the parent/legal guardian of the entrant who is submitting this contest entry, and I give permission for the entrant to participate in this contest." Immediately below this statement, the Entrant's parent/legal guardian (the "Parent") must then print his/her name followed by his/her signature and email address (if available). If space for the essay is limited on the entry form, continue the essay on the back of the entry form or attach another page. **Mail your entry to:** "OfficeMax Super Hero Teacher of the Year" Contest, TeachersCount, 10 East 40<sup>th</sup> Street, Suite 1900, New York, NY 10016 (use 1<sup>st</sup>-class stamped envelope). Official entry forms are available at participating OfficeMax retail stores and by clicking on the Contest link located on the homepages of the following websites: [www.officemax.com](http://www.officemax.com), [www.teacherscount.org/contest](http://www.teacherscount.org/contest) (as well as additional authorized websites)(entries cannot be submitted online). Entries must be mailed to the above entry address, or deposited in the Contest collection box at a participating OfficeMax retail store. Limit one entry per person. The submitted essay must be original, unpublished, cannot have been submitted in any other competition, and must not infringe or violate any third-party rights, including but not limited to the rights of copyright, trademark and publicity. Submission of an entry constitutes consent of the Parent on behalf of themselves and their child/ward Entrant to be bound by these Contest official rules and the decisions of the Sponsors and/or judges, whose decisions shall be final and binding in all respects. See Rule 10 for judging criteria.

**5. GRAND PRIZE FOR THE SUPER HERO TEACHER:** There is one (1) Grand Prize Super Hero Teacher Award. The teacher who was the subject of the grand-prize winning essay will be awarded the Super Hero Teacher Grand Prize consisting of: a) The Super Hero Teacher's likeness reproduced in a Marvel Comic, plus in a special edition custom Marvel comic book honoring teachers (prize has no commercial value); b) A \$500 OfficeMax Gift Card awarded to the Super Hero Teacher for personal use; c) \$1,000 check made payable to the Super Hero Teacher for future professional development conferences of the teacher's choice; d) \$2,500 donation awarded to the Super Hero Teacher's school for school supplies; e) \$2,000 donation awarded to the Super Hero Teacher's school for furniture for the teachers' lounge. The Super Hero Teacher has the option to designate an alternate 501(C)(3) or 509(A)(1) tax-exempt school for both of the above-mentioned \$2,500 and \$2,000 donations. The total cumulative approximate retail value ("ARV") of the Super Hero Teacher Grand Prize is \$6,000.

**6. GRAND PRIZE FOR THE WINNING ENTRANT:** There is one (1) Grand Prize Winning Entrant Award. The Entrant who submitted the grand-prize winning essay will be awarded the following: a) The Entrant's likeness reproduced in a Marvel Comic and in a special edition custom Marvel comic book honoring teachers (prize has no commercial value); b) A \$500 OfficeMax Gift Card.

**7. FIRST PRIZES:** The five (5) Entrants who submitted the first-prize winning essays, as well as the teachers who were the subject of each essay will each be awarded the following: a) Their likeness reproduced in a special edition custom Marvel comic book honoring teachers (prize has no commercial value); b) A \$100 OfficeMax Gift Card.

**8. RUNNER UP PRIZES:** The five (5) Entrants who submitted the runner up prize winning essays, as well as the teachers who were the subject of each essay will each be awarded the following: a) A \$100 OfficeMax Gift Card.

**9. PRIZES, GENERAL:** The maximum total cumulative ARV of all twenty-two (22) prizes to be awarded in the Contest is \$8,500. Limit one prize per person. Prizes are nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsors in the event that a prize (or part thereof) cannot be awarded, in which case Sponsors will at their sole discretion award a prize (or part thereof) of equal or greater value. Subject to sufficient eligible entries, all prizes will be awarded. Each winner is solely responsible for any and all taxes due for a prize (except as described herein a prize to be awarded to a winner's school, if the school is a 501(C)(3) or 509(A)(1) tax exempt school). Each winner is also responsible for all fees, surcharges, and expenses not mentioned herein and associated with acceptance, award, enjoyment, and/or use of a prize.

**10. JUDGING:** All eligible entries received will be judged by a panel of judges (the "Judges") drawn from employees of the Sponsors and also from employees of the American Federation of Teachers (AFT) and the National Education Association (NEA). To judge the Contest entries, the Judges will use the following criteria in equal measure: relevance to theme, creativity, originality, and the merit of the teacher's accomplishments as outlined in the essay. The grade level of Entrant(s) will be considered when judging. In the event of a tie, to break the tie, tied entries will be judged only on the merit of the teacher's accomplishments as outlined in the essay.

**11. NOTIFICATION:** On or about 4/11/06, in prize-level order (starting with the grand prize) the Parent of each winning Entrant and thereafter the teacher (the "Teacher") who is the subject of the essay submitted by the corresponding winning Entrant will be contacted by mail and notified about the prize award (the "Prize Notification") and will be provided with a telephone number that the Parent/Teacher must call within 24 hours of receipt of Prize Notification to confirm eligibility. In addition, within seven (7) days of the postmark of the Prize Notification, the Parent of each winning Entrant and the corresponding Teacher must each correctly complete, execute and return (via overnight delivery as directed) an Affidavit, Waiver, Release and Indemnity Agreement including where lawful, a Publicity Release (plus at the discretion of the Sponsors, any additional documents). Failure to comply with the requirements of this paragraph (and/or the return of a prize notification and/or prize as non-deliverable) may result in disqualification and in the forfeiture of any right to a prize (disqualification/forfeiture would apply to the Entrant, the corresponding Teacher and where applicable the corresponding school), in which case, the prize may be awarded to the Entrant and corresponding Teacher/school ranked next in line for the relevant prize award (subject to sufficient entries).

**12. RELEASE:** As a result of the submission of an entry in the Contest, and/or as a result of agreeing to the acceptance of a prize, a Parent and corresponding Teacher on behalf of themselves and where applicable his/her child/ward Entrant agree: a) To defend, release and hold harmless the Sponsors, their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives, and agents (collectively "Releasees") from and against any actions, claims and/or liability for injury, loss or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in this Contest, and/or the use, acceptance, or possession of a Contest prize, and/or participation in, or attendance at a Contest prize activity; b) To consent to and give the Sponsors the right in perpetuity to use a Parent's, an Entrant's, and a Teacher's names, address, picture, portrait, likeness, voice, video, statements, quotes, prize information, submitted entry and submitted essay (in whole or in part, as may be adapted, edited, cropped or modified, as solely determined by Sponsors) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without additional consideration, unless prohibited by law; c) To release the Releasees from any liability in connection with entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due, or misdirected; d) To release the Releasees from any liability in connection with any typographical or other human or technical errors in the offer or administration of this Contest, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a prize(s).

**13. CONDITIONS:** Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest. In the event that the Contest is infected by a computer virus/worm, or is not capable of running or being executed as planned (as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, or technical failure) or any other cause which in the sole opinion of Sponsors corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsors reserve the right in their sole discretion to disqualify any suspect entry or Entrant and to cancel, terminate, modify or suspend this Contest. In the event of such cancellation, termination, modification or suspension, notice thereof will be posted at [www.officemax.com](http://www.officemax.com), and/or at [www.teacherscount.org/contest](http://www.teacherscount.org/contest) and winner(s) will be determined from among all eligible non-suspect and/or non-disqualified entries using the judging criteria mentioned above. In such event, Releasees shall have no liability to any participant who is disqualified due to such an action. Failure to enforce any term of these official rules shall not constitute a waiver of that provision. Submitted entries shall be deemed to be works-made-for-hire owned by Sponsors under the copyright laws of the United States, and submission of an entry by an Entrant shall constitute and be deemed to be the corresponding Parent's irrevocable consent (on behalf of themselves and the Entrant) to transfer and assign all rights, title and interest in a submitted entry and submitted essay to Sponsors, including but not limited to the copyright, and renewal rights worldwide, and to execute all documents and take all actions deemed reasonably necessary by Sponsors to effect, record and perfect any requested assignment. Submitted entries will not be acknowledged or returned.

**14. LAWS:** Subject to all federal, state, and local laws and regulations. Void where prohibited.

**15. WINNERS' LIST:** For a winners' list, mail an SASE by 4/30/06 to: "OfficeMax Super Hero Teacher of the Year" Contest, Winners' List, TeachersCount, 10 E 40<sup>th</sup> Street, Suite 1900, New York, NY 10016.

**16. SPONSORS:** a) OfficeMax North America, Inc., 150 Pierce Road, Itasca, IL 60143; b) Marvel Entertainment, Inc., 417 5<sup>th</sup> Ave., 11<sup>th</sup> Floor, New York, NY 10016; and c) TeachersCount, 10 E 40<sup>th</sup> Street, Suite 1900, New York, NY 10016 (collectively the "Sponsors").