

Odysseyware®

2019 Educator Impact Awards

Contest Rules

The **Odysseyware Educator Impact Awards** honor educators using Odysseyware in unique and beneficial ways to inspire students to find their path and purpose and reach their greatest potential. We recognize that your passion, dedication, and enthusiasm as an educator is contagious and impactful.

We want to recognize outstanding educators using Odysseyware in the following categories:

- Blended/Flipped Classroom Teacher – A teacher who combines the best of face-to-face instruction, typically in a supervised brick-and-mortar classroom, with Odysseyware digital course and content resources. This may also include a teacher who utilizes Odysseyware in an education program in which students participate in online learning off-site in place of traditional homework, and then attend the brick-and-mortar school for face-to-face, teacher-guided practice or projects. Some element of student control over time, path, and/or pace is also part of the implementation.
- Competency/Mastery Learning Teacher – A teacher who utilizes Odysseyware in an education program that is designed to ensure students demonstrate proficiency or mastery and receive timely and differentiated support to ensure equity of access to learning opportunities. The program uses personalized learning that is flexible and can be tailored to enable students to steer elements of their learning, including pace and place. The umbrella of competency learning encompasses competency-based learning, mastery-based learning, proficiency-based learning, and performance-based learning.
- Alternative Education Teacher – A teacher who utilizes Odysseyware and who works with students for whom the traditional classroom environment is not ideal, whether it's due to demanding schedules, family obligations, or other circumstances that affect their ability to achieve success during the school day, or within a traditional classroom setting.
- Career & Technical Education Teacher – A teacher who utilizes the CTE courses from Odysseyware in a Career and Technical Education program focused on providing students with the skills and knowledge necessary to enter an occupation or prepare for further career development options. This can include a Workforce Readiness and/or Internship Preparatory course.
- Virtual Instruction Teacher - A teacher who leverages Odysseyware to teach students and manage student learning remotely.
- Odysseyware® + NWEA™ Teacher - An Odysseyware® + NWEA™ teacher who is a data guru and Individual Learning Path (ILP) champion and leverages NWEA™ MAP® Growth data within Odysseyware to provide deeper insights to take the individualized learning experience of Odysseyware even further for students on, above, or below grade level.

Odysseyware is owned and operated by Glynlyon, Inc.

Eligibility:

The “ODYSSEYWARE EDUCATOR IMPACT AWARDS” CONTEST (“Contest”) is open to any United States, certified teacher currently teaching in grades 3rd – adult education, and currently using Odysseyware in a public, private, virtual, or charter school classroom that services at least 10 students. The individual (“Entrant”) must be a legal resident of the United States, excluding where otherwise prohibited by law, rule, or regulation, and must be at least 18 years of age at the time of entry. This Contest is specifically void outside the United States and wherever prohibited by law.

Employees of Glynlyon, Inc. (“Sponsor”) and its affiliates and subsidiaries, and each of their respective officers, employees, directors, members, legal representatives, and agents, are not eligible. Each Contest winner (“Winner”) must be a school teacher employed in the United States at the time of entry and on the date the prize is awarded. Proof of legal U.S. residency, of employment as school teacher at time of entry and at time of prize award, and of age may be required. If an Entrant will be retiring at the end of the 2018/2019 school year, he/she is not eligible to enter.

All Entrants must be able to demonstrate a positive impact on students through the implementation of Odysseyware in any of the following categories:

- Blended/Flipped Classroom Teacher
- Competency/Mastery Learning Teacher
- Alternative Education Teacher
- Career & Technical Education Teacher
- Virtual Instruction Teacher
- Odysseyware® + NWEA™ Teacher

An Entrant can self-nominate or be nominated by a colleague for up to three categories maximum. An Entrant may not be nominated by a person under 18 years of age.

Entrants must have approval from their school and/or district to participate in the Contest.

How to Enter:

The Contest begins at 9:00:00 a.m. EDT on December 13, 2018 and ends at 11:59:59 p.m. EDT on May 14, 2019 (“Contest Period”). The Contest will consist of an Entry Period, Judging Period I, Finalist Announcement Period, Judging Period II, and Winner Announcement Period as follows:

Entry Period: December 13, 2018 through April 1, 2019 (Entrants submit written questionnaire and video (“Submission”) during this period);

Judging Period I: April 2, 2019 through April 30, 2019 (Sponsor will review and judge the Submissions and narrow the field down to the five highest scoring (“Top 5”) Submissions in each of the six categories and notify the Top 5 (“Finalists”));

Finalist Announcement Period: May 1, 2019 (The Finalist's Submissions will be posted online at <https://www.odysseyware.com/ed-impact-awards>);

Judging Period II: May 2, 2019 through May 13, 2019 (Sponsor will review and judge the Submissions and determine the Winners in each of the six categories);

Winner Announcement Period: May 14, 2019 (Sponsor will notify all Winners via email).

Entrants can enter the Contest by completing a Submission during the Contest Entry Period via the application form. Submissions must include a completed questionnaire and a video submission ("Video"). Responses to each question in the questionnaire must have a minimum of 100 words but may not exceed 250 words per category that the Entrant is applying for. Videos must be between three and five minutes in length. Videos that do not fall within this time constraint may be disqualified. If a Video is not submitted, Entrant will automatically be disqualified. Videos must be uploaded in .mp4 format to the specified Dropbox and may be made available to the public. Entrant must complete and sign Sponsor's Video License as part of Entrant's Submission.

During the Judging Periods, Sponsor will review all Submissions and judge the Submissions based on the following criteria: (1) Description of unique and beneficial use of Odysseyware, (2) Impact on students (3) Description of impact on success of Entrant, (4) Description of how Entrant measures success for students, (5) Description of what has changed in Entrant's role as a teacher and the learning experience of students, (6) Demonstration of evidence of impact, and (7) Creativity. Sponsor will select the Top 5 Submissions in each of the six categories ("Finalists") and the Winners. Judging will be performed by members of Sponsor's Odysseyware Marketing and Product Teams. All judges will be Glynlyon Inc. employees with experience in Odysseyware's solutions. Each judge will be a former teacher and/or have a degree in K-12 education.

Finalists will be notified on or before April 30, 2019 of their selection. The Finalists' Submissions will be posted online at <https://www.odysseyware.com/ed-impact-awards>.

Winners will be selected based on the judges' scores. Up to six total Winners will be declared per Contest, one per category. Individuals who do not submit their Submission and/or do not meet the additional eligibility requirements as set forth herein will not be eligible to win. Sponsor's computer is the official clock for all purposes related to the Contest.

Sponsor, and each of its affiliates and subsidiaries, and each of their respective officers, employees, directors, members, legal representatives, agents, successors, and assigns ("Released Parties") are not responsible for lost, late, incomplete, garbled, illegible, or misdirected Submissions, or for any error, human, technical or otherwise, which may occur in the processing of Submissions. Proof of entry or participating in the Contest will not be deemed to be proof of receipt. Any use of robotic, automatic, programmed, or similar entry methods or any attempt to manipulate the voting process will void all such Submissions by such methods. All Submissions must be the original work and/or material of the Entrant.

The decisions of Sponsor, including the selection of the Finalists and Winners, are final and binding on all matters relating to this Contest. Odds of winning depend on the total number of Entrants during the Contest. Limit one prize per Winner per Contest.

Prizes:

Each Winner will be awarded the following:

- Mobile Connect30 Cart from Spectrum Industries, Inc. for the Winner's school, valued at \$1,800.00.
- Choice of two (2) site licenses for ClassPace for two school locations, valued at \$6,000.00 and 1-day Face-to-Face Professional Development, valued at \$3000.00 **OR** fifty (50) additional Odysseyware licenses, valued at \$26,250.00 **OR** one (1) ClassPace school site license, valued at \$3000.00, 1-day Face-to-Face Professional Development, valued at \$3000.00, and twenty (20) additional licenses of Odysseyware, valued at \$12,000.00.
- \$575.00 stipend toward conference travel or attendance at the 2019 International Society for Technology in Education conference ("ISTE").

Each Finalist will be awarded:

- Recognition at the Odysseyware Educator Impact Awards Reception and on the Odysseyware website
- A gift of appreciation from Sponsor
- A Chromebook, valued at \$250.00.

The 30 Finalists will be recognized at the Odysseyware Educator Impact Awards Reception, located at Moshulu, 401 S. Columbus Blvd., Philadelphia, PA 19106, during the week of ISTE. The reception will take place on June 24th, 2019, 6:00-10:00 PM EDT. Finalists will be provided with dinner and beverages at the reception, valued at approximately \$65 per person. ISTE attendance is not required for award to be received.

Winners may be required to execute a liability release, a publicity release, a general release, and/or other documents including, but not limited to, tax documents, as applicable, except where prohibited by law. Winners are solely and fully responsible for any and all costs and expenses and applicable federal, state, and local taxes related to prizes received. All prizes are awarded "as is". Neither Sponsor nor any of the Released Parties, make, nor are they in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prizes including, but not limited to, quality, merchantability, fitness for a particular purpose, or condition.

Except where otherwise expressly noted in these Contest Rules, the selection of all vendors, prizes, products, and services is subject to Sponsor's sole and absolute discretion. Prizes are nontransferable and non-exchangeable. No substitutions or cash redemption of prizes are permitted except that Sponsor retains the right to substitute a prize of equal or greater retail value (or at Sponsor's election, the cash value of the applicable prize). Additional restrictions may apply.

Use of Data:

Sponsor may collect personal data about Entrants including, without limitation, name, phone number, email address, date of birth, biographical information, employment information, city and state of residence, and zip code when Entrant enters the Contest or is selected as a Finalist or is selected as a Winner. Finalists' and Winners' first and last name, representative school, photo,

image, likeness, and city and state of residence may be posted on the Odysseyware website and/or Facebook page. Sponsor is entitled to use personal data contained in all Submissions in accordance with Sponsor's Contest Privacy Policy. By participating in the Contest, Entrants hereby have read and agree to all personal information uses and disclaimers as explained in Sponsor's Contest Privacy Policy located at <https://www.odysseyware.com/ed-impact-awards>.

Agreement to Content Rules:

PARTICIPATION IN THE CONTEST CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE CONTEST RULES AND SPONSOR'S PRIVACY POLICY. ENTRANT HEREBY CONSENTS AND AGREES TO BE CONTACTED BY A REPRESENTATIVE OF SPONSOR OR SPONSOR'S AFFILIATES. SPONSOR'S DECISIONS ARE FINAL AND BINDING. BY ENTERING THIS CONTEST YOU ARE AGREEING TO THESE CONTEST RULES WHICH ARE SUBJECT TO CHANGE IN SPONSOR'S SOLE DISCRETION AND WITHOUT NOTICE.

Dispute Resolution:

Any and all disputes related to the Contest will be submitted to confidential, binding arbitration before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Maricopa County, Arizona. Arbitration judgment and award may be entered into any court having jurisdiction. Entrant will have no right to any injunctive or equitable relief in connection with the Contest. The prevailing party in any dispute will be entitled to collect its costs and expenses, including reasonable attorneys' fees, in connection with any dispute.

General Conditions:

The Contest is governed by the laws of the United States and the State of Nevada, excluding conflicts of laws principles. All federal, state, and local laws and regulations apply. Entrants hereby consent to the exclusive jurisdiction and venue of the courts located in Maricopa County, Arizona for any causes or controversies arising out of the Contest. Entrants waive any and all objections to jurisdiction and venue in these courts.

Except where prohibited by law, Winners grant to Sponsor the right to use and publish Winner's photo, image, name, likeness, voice, opinions, biographical information, representative school, and city and state of residence in any media, currently known or unknown, in connection the Contest. Each Entrant grants to Sponsor the right to use his/her Video worldwide, in any form or format, via any media, in perpetuity in connection with the marketing, promotion, and/or delivery of Odysseyware. Winners agree to be available for and participate in publicity activities reasonably requested by Sponsor in connection with Odysseyware and/or the Contest including, but not limited to, photo and video sessions and public appearances, without charge.

By entering, all Entrants release, indemnify, and hold harmless Sponsor and the Released Parties from any and all liability for any and all injury, loss, and damage of any kind, arising from or in connection with the Contest or receipt or use and/or misuse of any prize. Entrants hereby waive all rights to any claims, punitive, incidental or consequential damages, or any other damages whatsoever, including court costs and attorneys' fees, in connection with the Contest.

Furthermore, Entrant agrees that any and all disputes and causes of action arising out of or connected with this Contest and the prizes awarded shall be resolved solely by Sponsor, shall be

final and binding, and without resort to any form of class action. Neither Sponsor nor the Released Parties shall be responsible for Acts of God, acts of terrorism, actions or inactions of any governmental entity (foreign or domestic) or its agencies and/or departments, civil unrest or disturbances, riots, work stoppage delays, postponements, inclement weather, rescheduling, natural disasters, or any other event or occurrence outside its respective control.

Sponsor reserves the right, in its own discretion, to cancel or modify the Contest or disqualify an Entrant, with or without cause, or if fraud or any other factor impairs the spirit or integrity of the Contest, as determined by Sponsor in its sole discretion. If Sponsor cancels or modifies the Contest, Sponsor reserves the right to award or not award prizes in its sole discretion.

If, in Sponsor's sole determination, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, Sponsor reserves the right in its sole discretion to void any Submission at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process or for whom tampering or interfering is done on his/her behalf), and/or to cancel, terminate, modify, or suspend the Contest, in whole or in part, at any time without notice.

Sponsor in no way promotes illegal acts and any and all entries which include or promote illegal acts may be reported and will be disqualified. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or alteration of, or unauthorized access to, Submissions. Sponsor is not responsible for any problems or technical malfunction of any network, system, server, provider, equipment, software, or Submission received by Sponsor or any web site, including www.odysseyware.com or www.dropbox.com, any combination thereof, or otherwise, related to or resulting from participation or materials in the Contest.

Sponsor:

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