

OFFICIAL “NEA’S GREEN ACROSS AMERICA” GRANT AWARD PROGRAM RULES

YOU MUST READ AND AGREE TO THE FOLLOWING RULES, TERMS AND CONDITIONS BEFORE SUBMITTING YOUR GRANT APPLICATION.

VOID IN PUERTO RICO, THE VIRGIN ISLANDS AND WHERE PROHIBITED BY LAW

Program. The goal of NEA’s Green Across America grant award program (“NEA Grant Award Program”) is to create sustainable education programs, activities, lessons, or events to increase environmental awareness, create positive learning programs, and excite students about how to create a better planet. The grantees will be posted on the NEA Member Benefits website (www.neamb.com) for use by the education community as a “renewable resource” of helpful guidelines, created by educators for educators, on how to develop innovative environmental programs, lessons, and/or events.

Sponsor. The NEA Grant Award Program is sponsored by the National Education Association, c/o NEA’s Member Benefits Corporation, 900 Clopper Road, Suite 300, Gaithersburg, MD 20878.

Administrator. Partners In Brainstorms, Inc., 3420 East Shea Boulevard, Suite 200, Phoenix, AZ 85028.

Eligibility. The NEA Grant Award Program is open to any educator employed by a public or private school (K–12) located in the 50 United States and the District of Columbia (“Eligible Grantee”). Limit one application per Eligible Grantee. Applications not containing the required information and applications not submitted in the required format or not meeting the application criteria will be disqualified. Any attempted form of application other than that described herein is void. Becoming a grantee is subject to validation and verification of eligibility and compliance with these Rules, Terms and Conditions. Failure to comply will result in disqualification and selection of an alternate grantee.

Employees, officers, directors, agents, representatives and independent contractors of the Sponsor, Administrator or grant sponsor (including NEA’s Member Benefits Corporation, Target Corporation, and Partners In Brainstorms) and each of their respective parent, subsidiary, and affiliated companies, together with the immediate family members and members of the same households (whether related or not) of each of the foregoing, are not eligible to participate. The NEA Grant Award Program is subject to all federal, state, and local laws and regulations, and is void where prohibited or restricted by law, including but not limited to those jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements.

Agreement to Rules. By submitting an entry, NEA Grant Award Program entrants agree to be bound by these Official NEA Grant Award Program Rules. Entrants further agree that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these rules, and to be bound by all decisions and interpretations made in good faith by the Sponsor.

Entry. The NEA Grant Award Program begins on May 1, 2010 at 12:01 a.m. Eastern Daylight Time (“EDT”) and ends on July 30, 2010 at 11:59 pm EDT (the “NEA Grant Award Program Period”). To participate, the combined application and entry form must be filled out completely and submitted online. Please do not mail any grant requests; only online applications will be considered.

Grant Application. NEA Grant Award Program applications are available online from www.neamb.com/green and must be completed and submitted online. Instructions are provided on how to start the application and save it to finish at another time. The entire application must be completed, including contact information for the Eligible Grantee submitting the entry; the school name, address, and phone number; and the description of the activity, lesson, or event being submitted, including the cost. All entries must be submitted online by 11:59 p.m. EDT on July 30, 2010.

Accuracy of Information Contained in Entry. By submitting an entry, each Eligible Grantee warrants and represents to the Sponsor that the information contained in the entry is true and correct in all material respects and that the Sponsor may rely on such information in its efforts to comply with applicable laws and regulations.

Judging. Judging will be performed by a panel of qualified judges appointed by the Sponsor who will review the applications of all Eligible Grantees and will select the grantee(s) based on the judging criteria set forth below. The judges' decisions are final in all matters relating to the NEA Grant Award Program.

Judging Criteria. The judges will select the grantee(s) whose submissions receive the highest point totals based on the extent to which the submission proposes an activity, lesson or event that meets the judging criteria set forth below:

- a. The submission is creative, original and excites students about going green, caring for the earth and/or creating a sustainable future. (50 points)
- b. The submission incorporates a coherent implementation plan of how the program will be implemented with procedures and timelines to ensure the proposed program will be completed during the 2010-2011 school year. (20 points)
- c. The submission provides a metrics to be used to measure the impact, results and/or effectiveness of the proposed program. (20 points)
- d. The submission utilizes a budget that is cost effective in relation to the scope of the activity, lesson or event to be implemented. (10 points)

The Eligible Grantees who receive the highest scores will be declared the grantees. In the event of a tie, the grantee will be the Eligible Grantee among the tied Eligible Grantees who has the highest score related to criteria (a) above, the creativity and originality of the program, and will be at the sole determination of the judges. Qualified and Eligible Grantees will be based on completeness of the grant application form to include entering all required demographic information, completing answers to each of the program goals, description, plan, outcomes, metrics, funding and impact.

Selection of Grantee(s) and Notification. Grantee(s) will be selected from all qualified applications and announced on or about September 30, 2010, by the Sponsor, whose decision will be final and binding. Grantee(s) will be notified by e-mail within approximately five (5) business days after selection. If selected grantee(s) have not responded to e-mail inquiries within 3 days, we will attempt to contact grantee(s) by telephone. If grantee(s) cannot be reached by telephone within 48 hours of first phone attempt to notify such grantee(s), the grant will be forfeited and an alternate grantee may be selected, at the Sponsor's discretion. Odds of being awarded a grant depend on number of eligible entries received.

Announcement of Grantee(s). The Sponsor will post the name and city of the grantee(s) at www.neamb.com/green following the completion of the NEA Grant Award Program and verification and qualification of all grantee(s) on or around September 30, 2010.

Use of Grantees' Names. By submitting an entry, Eligible Grantee acknowledges and agrees that, if Eligible Grantee is selected as a grantee, the grantee's name and city will be posted online at www.neamb.com/green. Each grantee that accepts any grant will be deemed thereby to have granted to Sponsor the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the grantee's name and city. Grantee(s) may also be requested, after awarding of any grant, to participate in further promotional activities. Participation in such activities (other than the promotional release of the grantee's name and city) is not a condition of participation in the NEA Grant Award Program.

Awards. The Sponsor's total awards pool for the grants is \$50,000. Grantee(s) will receive a grant award of up to \$1,000, dependent on the cost of developing the activity, lesson, or event. Under no circumstances are grantee(s) eligible for awards greater than the cost of carrying out the submitted activity, lesson, or event. Awards will be shipped directly to the grantee(s) by the Sponsor. Awards may not be transferred or assigned.

Award Restrictions. Each Eligible Grantee may receive only one grant. The Sponsor reserves the right to require grantee(s) to show proof of identity prior to receiving grants. Before grants are released, grantee(s) must execute an Affidavit of Eligibility and Release attesting to their identity and eligibility to participate in the NEA Grant Award Program and releasing the Sponsor and its affiliates from all claims, causes of action and liability relating to the NEA Grant Award Program and the grant(s). Sponsor will mail the Affidavit to each grantee, and grantee(s) will have ten (10) business days from receipt of said Affidavit to complete and return the documents to Sponsor. If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential grantee does not meet the eligibility or other requirements of the NEA Grant Award Program, the grant will be forfeited and an alternate grantee may be selected. The Sponsor is not responsible for grant information or documents that are lost or misdelivered by the postal service or carrier.

Unlawful Conduct and Disqualification. The Sponsor reserves the right, in its sole discretion, to disqualify any NEA Grant Award Program entrant who the Sponsor determines, in its sole discretion, is (a) tampering with the entry process or the operation of the NEA Grant Award Program or of any web site owned, operated or controlled by the Sponsor or its parent, subsidiary or affiliated companies; (b) ineligible to participate in the NEA Grant Award Program for any reason, including based upon the entrant's age, residency or failure to comply with these official rules; (c) submitting more than the allowed number of entries during the NEA Grant Award Program Period; or (d) behaving in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Release. By acceptance of any grant, the grantee(s) agree to release, hold harmless and indemnify the Sponsor, Administrator and Target Corporation, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotional agencies, assignees, licensees, attorneys, representatives and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the NEA Grant Award Program or receipt, use or misuse of any grant awarded herein.

Limitation of Liability and Remedies. NEITHER THE SPONSOR NOR ANY OTHER RELEASED PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY ENTRIES THAT ARE INCOMPLETE, LATE, GARBLED, MUTILATED, ILLEGIBLE, DELAYED, MISDELIVERED, LOST, DAMAGED, STOLEN, DELETED OR LOST DURING TRANSMISSION, MISDIRECTED OR OTHERWISE NOT TIMELY OR ACCURATELY DELIVERED OR DIFFICULT TO INTERPRET OR UNDERSTAND. ENTRIES RECEIVED BY US THAT ARE INCOMPLETE, LATE, GARBLED, MUTILATED, ILLEGIBLE, DELAYED, MISDELIVERED, LOST, DAMAGED, STOLEN, DELETED OR LOST DURING TRANSMISSION, MISDIRECTED OR OTHERWISE DIFFICULT TO INTERPRET OR UNDERSTAND SHALL NOT BE ELIGIBLE FOR GRANTS AND WE WILL NOT DELIVER ANY NOTICE OF SUCH INELIGIBILITY TO THE PARTICIPANT.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONJUNCTION OR CONNECTION WITH ENTRANTS' PARTICIPATION IN THE NEA GRANT AWARD PROGRAM POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY THE SPONSOR OR THEIR PARENT, SUBSIDIARY OF AFFILIATED COMPANIES, AND/OR ANY GRANT (INCLUDING, BUT NOT LIMITED TO, ITS ACCEPTANCE OR USAGE) AWARDED TO GRANTEE(S) IN CONNECTION WITH THE NEA GRANT AWARD PROGRAM, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE

MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, INCLUDING DEATH, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANTS AGREE THAT THE AGGREGATE LIABILITY, IF ANY, OF THE RELEASED PARTIES ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00.

Indemnification. Each Eligible Grantee agrees to indemnify and hold harmless the Released Parties from and against any loss, damage or expense (including court costs and attorneys' fees) that the Sponsor, and/or any of the Released Parties together with each of their parent, subsidiary, and affiliated companies, and each of its and their successors or assigns, may suffer or incur as a result or in conjunction or connection with the NEA Grant Award Program, or the grant awarded to any grantee (including, without limitation, the receipt and/or use of said grant).

Amendments. We reserve the right to suspend, cancel, terminate or modify the NEA Grant Award Program without advance notice in the event we believe, in our sole discretion, that any computer virus, worms, bugs, tampering, spamming, unauthorized intervention, fraud, technical failures or other errors or problem beyond our control could corrupt or affect the administration, security, fairness, integrity or proper conduct of the NEA Grant Award Program, and thereafter to re-commence such NEA Grant Award Program, if at all, only at such time(s) and upon such terms and conditions as we shall deem reasonable under the circumstances.

Severability. If any one or more provisions of these Official NEA Grant Award Program Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official NEA Grant Award Program Rules.

Grantee(s) List. For a copy of the grantee(s) list, send a self-addressed stamped envelope postmarked prior to September 30, 2010 to: NEA's Green Across America Grant Program Grantee(s) List; c/o Partners In Brainstorms, Inc., 3420 E. Shea Blvd, Suite 200, Phoenix, AZ 85.28. For a copy of the rules visit www.neamb.com/green.

Governing Law; Jurisdiction; Venue. These Official NEA Grant Award Program Rules are governed by and shall be construed by the laws of the District of Columbia without application of its choice of law principles. Any dispute that may arise hereunder, if not settled by the parties directly or through alternate dispute resolution, shall be brought solely in the appropriate state or federal court sitting in District of Columbia, and entrant consents to the personal jurisdiction and venue thereof.

Force Majeure. The failure of the Sponsor to comply with any provision of these Official NEA Grant Award Program Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of the Sponsor, or other force majeure event shall not be considered a breach of these Official NEA Grant Award Program Rules.