DIGITAL PROMISE GLOBAL'S CIENA SOLUTIONS CHALLENGE OFFICIAL RULES (the "Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **DESCRIPTION:** The Ciena Solutions Challenge (the "**Challenge**") is sponsored by Digital Promise Global ("**Sponsor**"). Consideration for the Challenge was provided by the Ciena Corporation ("**Ciena**"). Participants may enter the Challenge beginning on September 1, 2026, at 6:00 AM Pacific Standard Time (PST) and must enter by March 8, 2027 at 11:59 PM PST (the period between the entry start time and the entry deadline, the "**Entry Period**"). The Challenge is void where prohibited or restricted by law, is subject to applicable federal, state, provincial, and local statutes, rules, regulations, and other laws (each a "**Law**"), and is governed by these Official Rules.

2. **ACCEPTANCE OF THE OFFICIAL RULES; SITE POLICIES; LAWS:** By entering the Challenge, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and by the decisions of Sponsor, which shall be final and binding on all matters pertaining to the Challenge. Participation in the Challenge also is governed by the terms and policies pertaining to the Sponsor's website at www.CienaChallenge.org (the "**Challenge Site**"), which may be viewed on the Challenge Site, and collection, use, and disclosure of information obtained online from entrants in the Challenge is governed by Sponsor's Privacy Policy, which may be viewed at: www.CienaChallenge.org (Sponsor's Privacy Policy and the Challenge Site terms and policies are referred to collectively in these Official Rules as the "**Policies**"). In the event there is an inconsistency between any of the Policies, Challenge promotional materials, or the terms and conditions of these Official Rules, these Official Rules shall prevail and govern. By entering the Challenge, each entrant also agrees to comply with any and all applicable Laws in connection with his or her participation in the Challenge. Entry in the Challenge does not constitute entry into any other promotion, sweepstakes, or contest.

3. **ELIGIBILITY:** The Challenge is open to educators (each an "**educator**" or "**entrant**") who work with middle and high school students (i.e. equivalent to US grades 6-12) affiliated with a public school, private school, registered homeschool, or a legally recognized educational organization (such as a museum, after school program, youth agency, etc.) (each, an "**Educational Organization**"). The Sponsor has sole authority to determine whether an organization constitutes an Educational Organization under these Official Rules. For questions regarding whether an organization qualifies as an Educational Organization under these Official Rules, please contact CienaChallenge@DigitalPromise.org. Individual entries by an educator in an educator's individual capacity will not be eligible. All entries must be made on behalf of an Educational Organization. Sponsor, its advertising and promotion agencies, Ciena, any other company or organization involved with the design, sponsorship, or operation of the Challenge, and each of their respective officers, directors, employees, and agents (collectively, the "**Sponsor Parties**"), and immediate family and household members of such individuals, are

NOT eligible to enter the Challenge. "**Immediate family members**" shall mean a person's spouse and a person's and their spouse's parents, step-parents, legal guardians, children, step-children, siblings, and step-siblings, and each of their respective spouses. "**Household members**" shall mean those people who share the same residence, whether or not related. Educators and their affiliated Educational Organization that fit the following criteria are not permitted to enter the Challenge: (a) any educator or Educational Organization that is named on the List of Specially Designated Nationals (www.treasury.gov/sdn) or named on any other U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions List, or any Educational Organization that is directly or indirectly owned or controlled by any such person; and (b) any educator or Educational Organization that is a resident of or located in any country or territory against which the United States of America maintains comprehensive sanctions (such as, Cuba, Iran, Sudan, Syria, North Korea and the Crimea Region of the Ukraine) or any other country or territory that is otherwise prohibited by Law, treaty or administrative act from entering into trade relations with the United States of America or its citizens, or any Educational Organization that is directly or indirectly owned or controlled by any governmental entity of any of the foregoing countries or territories. Each educator submitting an Entry (as described below) represents and warrants that he or she has the authority to act on behalf of the Educational Organization they represent, and to bind such Educational Organization to these Official Rules.

4. **HOW TO ENTER:** To enter the Challenge, the educator representing an Educational Organization must create and submit an entry (each, an "**Entry**") by visiting the Challenge entry page of the Challenge Site located at www.CienaChallenge.org and upload all of the materials composing the Entry as instructed on that page, and complete the Challenge Entry form on that page prior to the end of the Entry Period. A complete Entry will include all of the following materials and information:

Project Gallery Submission Form

- **Project Name** *(5 word max)*
- **How many students worked on this project?**
- **Big Idea.** *(5 word max) Challenge Based Learning starts with identifying a big idea. The big idea should be something important to your life such as community, water, gender equality, and climate change. What is your big idea?*
- **Essential Question.** *(15 word max) Essential questions provoke deep thought, are often not easy to answer, and provide a framework for the challenge. What is your essential question?*
- **Project Description.** *(200 word max) Share what your project is about, including the challenge it relates to and how your actions or proposed solution addresses it.*
- **What Sustainable Development Goals does this team's big idea relate to?** *Choose up to three related Goals.*
- **Featured Image.** *(Upload only files of the following formats: png, jpg) This image should be one that can represent the project if selected for the Ciena Solutions Challenge Project* Gallery.
- **Slide Presentation.** *(15 slide max, uploaded as a .pdf. File Size Limit: 100MB). As part of your slide presentation, tell the story of your investigations, the actions you have taken so far, and the impact (if any) of these actions. Include related outputs like podcasts, digital games, apps, data visualizations, interactive maps, or something else leveraging digital tools and technologies to address the challenge. If the solution is not in digital form, include media such as photos, videos, or design files that demonstrate the solution or actions taken.* If you are sharing links in your submission, make sure that judges have access to view them. *We recommend you use the Share*

setting "Anyone with the link can VIEW". You can test that your links are shareable by trying to open them in an 'incognito or private window'. (Use this Slide Template as a guide)

- **Student Reflection Video Link.** *(3 minute max). This video is required for any project that will be referenced as part of a Sustainability Award application. This short student-produced video should synthesize the project and include insights from activities, what was investigated and learned, an overview of actions taken, the impact (if any) of these actions on the local community, and how these actions relate to the Sustainable Development Goals. More guidance can be found on this Student Reflection Video Tip Sheet. If you are not including this project in a Sustainability Award application, the student reflection video is optional.*
- **Feedback from Volunteer Reviewers (Optional)**
  Ciena employee volunteer reviewers may provide feedback to help your team continue developing your ideas and celebrating your work. Is there anything you would particularly like feedback on? For example, you might ask for feedback or suggestions related to your solution, prototype, storytelling, community impact, technical aspects, or ideas for what to do next.

Ciena Solutions Challenge Sustainability Award Form

- **Award Submission Title** *(300-character max) In a short statement, provide a description of the Ciena Solutions Challenge activities you are applying to sustain or scale.*
- **What challenge project(s) do you want to sustain or scale?** *[auto-select 1 project from submissions to project gallery]*
- **How does the project(s) creatively use technology?** *(300 word max) Judges are not looking for the fanciest or most expensive tools available, but rather they will be looking for creative use of the digital media and technology that is available in each context and how it is strategically integrated as part of actions taken by students.*
- **How would a $3,000 Sustainability Award enable the team to improve upon, sustain, and/or scale their Ciena Solutions Challenge activities?** *(300 word max)*
- **How would a $3,000 Sustainability Award benefit additional current or future students in the organization or school community as it relates to Ciena Solutions Challenge activities?** *(300 word max)*
- **What existing resources in your school and/or community can you use to sustain your Ciena Solutions Challenge activities?** *(300 word max) This might include key people, community support, and organizational structures, along with creative use of existing tools and equipment, to sustain the work. Submission review will consider how sites are planning for continued impact without additional funding or once additional funding ceases.*
- **Provide a budget breakdown detailing how you will use $3,000 to sustain your work.** *If you are receiving or have access to additional funds for this work please include them in this budget and identify the source of supplemental/additional funds.*
- **(Optional) As part of the review process, judges will consider how and if the school or youth organization that is applying serves underserved and excluded students, including low-income, minoritized, and marginalized students. This includes students that fall into the categories below. If any of these apply to your participating students, please share more in the space below.**
  - *Free and Reduced Price Lunch or equivalent SES (socioeconomic status) indicators used in the country/region such as lack of adequate housing, low household income, or unemployment.*
  - *Language learners (students whose home language is not the primary language of instruction at the school)*
  - *Special education/504/IEP or equivalent students with disabilities indicators used in the country/region*

To be eligible to win, an Entry must be submitted as instructed prior to the end of the Entry Period and must comply with these Official Rules.

5. ADDITIONAL ENTRY REQUIREMENTS; REPRESENTATIONS BY ENTRANTS:

A. All Entries must be received by the end of the Entry Period. Entries will not be acknowledged or returned. Proof of transmission of an Entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible Entries are void and will be disqualified.

B. Multiple educators from the same Educational Organization may submit Entries. However, only one (1) winning Entry from a single Educational Organization will be selected.

C. In the event of a dispute as to the identity or eligibility of an entrant, the Entry will be deemed to be made by the "Authorized Account Holder" of the email address for the entrant submitted at the time of entry, provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable service provider or other organization (such as a business or Educational Organization) has assigned the email address. An entrant may not use multiple email or social media accounts to enter, and if an entrant does so, all of such entrant's Entries may be disqualified

D. Each Entry (including the Entry form and all other data, information, images, content, and other materials included in the Entry) must comply with the following:

i. It must be entirely the original work of the entrant and their participating students.

ii. It must not contain any individual's photograph, likeness, name, voice, or other element of persona and identity unless the entrant has obtained all releases and consents from such individual necessary to enter the Entry in the Challenge, and to grant the rights in the Entry as provided in these Official Rules. It also must not contain any personally identifiable information about any students or any other minors.

iii. It must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.

iv. All information provided in the Entry must be true, accurate, and correct in all respects.

v. It must not be created or submitted through any script, macro, or other automatic method.

vi. It must comply with these Official Rules and all applicable Laws.

vii. It must be suitable for publication to a general audience. Specifically it must not contain anything that:

(1) Is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;

(2) promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;

(3) promotes violence or unsafe or illegal activity;

(4) is threatening, harassing, or degrading;

(5) serves to impersonate any person or entity or misrepresent affiliation with any person or entity;

(6) would require Sponsor to be a mandatory reporter under any Law; or

(7) disparages or injures the reputation or goodwill of the Sponsor, the Ciena, or any of their respective donors, officers, directors, or employees.

E. Entries that do not comply with these requirements (as determined by Sponsor in its sole discretion) are void and will be disqualified. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Sponsor's sole discretion, disqualify an entrant's Entry.

F. Neither submission of an Entry nor any other participation in the Challenge creates any confidential, fiduciary, agency, employment, or other relationship or contract between Sponsor or Ciena and any entrant or Educational Organization, and by submitting an Entry each entrant acknowledges that no such relationship or contract exists.

G. By entering the Challenge, each entrant represents and warrants to Sponsor that:

i. The entrant's Entry meets all of the requirements in this Section.

ii. The entrant meets all the eligibility requirements for the Challenge.

iii. The entrant has complied with these Official Rules and all applicable Laws in entering and participating in the Challenge.

6. JUDGING AND WINNER DETERMINATION:

A. Winners. Up to twenty (20) winning entrants and their respective Educational Organizations will be selected (each entrant and affiliated Educational Organization together is referred to herein as a "**Winner**").

B. Judging Period. The Winners will be selected between the end of the Entry Period and April 30, 2027.

C. Judges. A panel of judges composed of Digital Promise and Ciena staff will select Winners.

D. Judging Method and Criteria. There will be two rounds of judging for Eligible Entries. Preliminary round selections will be made by awarding point values based on the point system and criteria (the "Criteria") described below in the Ciena Solutions Challenge Sustainability Award Rubric. The Final selection of award winners will be made from among up to 40 finalists by a panel of judges comprised of Digital Promise and Ciena employees. Final selection will be based on rubric categories, financial need, and geographic representation.

Sustainability Award Judging Rubric

	Beginning (1)	**Developing (5)**	**Exemplary (10)**
PROJECTS			
Student Reflection Video (15%)	Video does not provide a clear overview of the project activities.	Video provides a clear overview of the project activities. Two or more of the following elements are missing: related investigations and what was learned, an overview of actions taken, and the impact (if any) that these actions have had or will have on the community.	Video provides a clear overview of the project activities, including related investigations and what was learned, an overview of actions taken, and the impact (if any) of that these actions have had or will have on the community.
Student Project Portfolio (20%)	Portfolio does not convey a clear social purpose in response to a real-world problem or concern. It is unclear how action concepts and/or products could have a beneficial impact.	Portfolio conveys a clear social purpose in response to a real-world problem or concern but it's unclear how the action concepts and/or products could have a beneficial impact.	Portfolio conveys a clear social purpose in response to a real-world problem or concern and related investigations. The action concepts and/or products could have a beneficial impact.
Creative Use of Technology (20%)	Submission includes outputs that are not original. Technology has been used to copy ideas, products, or solutions from others rather than demonstrating originality.	Submission includes outputs that are original, but reflect minimal use of technology beyond documentation of activities.	Submission includes outputs that showcase students' creative use of technology to address the challenge. Technology is strategically integrated as part of actions taken by students.
	Beginning (1)	**Developing (5)**	**Exemplary (10)**
CASE FOR FUNDS			

Use of Existing Resources (15%)	Team does not describe how they will use existing resources (e.g. key people, community support, and systems, along with creative use of existing tools and equipment) to support their challenge activities	Team identifies existing resources (e.g. key people, community support, and systems, along with creative use of existing tools and equipment). It is unclear how these resources will support their challenge activities.	Team identifies existing community resources (e.g. key people, community support, and systems, along with creative use of existing tools and equipment). The resources identified will provide sufficient support to sustain their challenge activities after supplemental funding is used.
Use of Award Funding - Team describes how the award funding will be used to improve upon, sustain, and/or scale their Ciena Solutions Challenge project activities and benefit additional current or future students in the organization or school community.			
Direct Benefit (10%)	Team provides a limited or unclear explanation of how award funding will be used to improve upon, sustain, and/or scale their challenge project activities.	Team provides an adequate explanation of how award funding will be used to improve upon, sustain, and/or scale their challenge project activities.	Team provides a thorough and detailed explanation of how award funding will be used to improve upon, sustain, and/or scale their challenge project activities.
Extended Benefit to Organization / School Community (20%)	Proposal demonstrates little to no potential for long-term impact or benefit to additional current or future students in the organization or school community.	Proposal demonstrates a potential for impact and benefit to additional current or future students in the organization or school community.	Proposal demonstrates a strong potential for long-term impact and benefit to additional current or future students in the organization or school community.

7. **ODDS OF WINNING:** The odds of winning a prize depend on the number of eligible Entries received during the Entry Period and the quality of each Entry as evaluated by the judge(s) on the basis of the judging Criteria described in these Official Rules. Sponsor cannot predict or guarantee any specific number of eligible Entries for this Challenge. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

8. **PRIZE:** Up to twenty (20) prizes of $3000 each will be awarded to the Educational Organizations identified in the top twenty highest-scoring Entries to support the implementation of the Challenge projects described in the winning Entries. The approximate retail value of all of the prizes to be awarded in the Challenge is $60,000. Sponsor will also publish each Winner's submitted project plans and recognize the Educational Organization of each Winner on the Challenge Site.

9. **GENERAL PRIZE CONDITIONS:** All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by the Sponsor in its sole discretion. Prizes will be awarded by September 1, 2027. The prizes will be awarded to the Educational

Organization of each Winner, not to any individuals on a Winner. The awarding of prizes is not intended to, and shall not be deemed to, create any employment or similar contract or relationship between Sponsor or Ciena and any Winner or any Winner's Educational Organization. No prize is exchangeable, assignable, or otherwise transferable, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute for any prize one or more items or services of equal or greater value. Limit one (1) prize per Educational Organization. The value of each prize may be taxable as income. If required, an IRS Form 1099 or other tax document will be issued by the Sponsor in the name of each Winner for the value of the prize(s) received. Each Winner shall be solely responsible for all federal, state, provincial, and/or local taxes (including income, VAT, customs duties, and withholding taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.

10. **WINNER NOTIFICATION AND PRIZE CLAIM:** Within five (5) working days after the Winners are chosen, each Winner will be notified via an email (a "**Prize Notification**") sent to the email address indicated by the Winner in the winning Entry. Sponsor and Ciena shall have no liability for any Prize Notification that is lost, intercepted, or not received by the potential Winner for any reason. In order to claim a prize, each Winner must provide the applicable Educational Organization's bank account information to receive the prize via wire transfer. Each Winner may also be required to verify for Sponsor the applicable Educational Organization's tax information, for purposes of compliance with tax regulations. Upon Sponsor's or Ciena's request, each member of a Winner must also execute and return, where legally permissible, a declaration of eligibility, a liability release, and/or a publicity release. If a potential Winner is found to be ineligible, has not complied with these Official Rules, or declines the prize(s) for any reason prior to award such potential Winner will be disqualified and forfeit his or her prize, and an alternate Winner may be selected by the Sponsor from the pool of remaining Entries based on the judging Criteria described in these Official Rules Sponsor may successively attempt to contact up to five (5) potential Winners in accordance with such procedure, and if there is still no confirmed winner of a prize after such attempts have been made, Sponsor may announce an alternate means for awarding that prize. The distribution of the prize(s) will be at the sole determination of the Sponsor to the entrants and their respective Educational Organizations deemed to have won the Challenge by the Sponsor in accordance with these Official Rules.

11. **USE OF PERSONAL DATA:** All personal information collected by Sponsor (including without limitation, an entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Challenge and, except as stated in these Official Rules, in accordance with Sponsor's Privacy Policy. Please refer to the Policies for important information regarding the collection, use, and disclosure of personal information by Sponsor. In addition, except to the extent prohibited by Law, by acceptance of a prize each Winner grants to Sponsor and each of their respective designees the right to publicize such Winner's name and address (city and state/province of residence), photo (if provided), and prize information in connection with the Challenge, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission.

12. **LICENSE GRANT:** By submitting an Entry, each entrant, on behalf of the entrant and the Educational Organization identified in the entrant's Entry, irrevocably grants Sponsor and its designees the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry and any other data, information, images, content, or materials included in such Entry, in any media now known or hereafter devised, throughout the world for any purpose. Sponsor is not obligated to use any of the above mentioned data, information, images, content, or materials, but may do so and may edit them in Sponsor's sole discretion, without further obligation or compensation. Each entrant, on behalf of the entrant and the Educational Organization identified in the entrant's Entry, waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry or exercise of any rights granted to Sponsor, and agrees not to sue or assert any claim against the Sponsor Parties with respect to such use.

13. **RELEASE OF LIABILITY**: By entering the Challenge, each entrant, on behalf of the entrant and the Educational Organization identified in the entrant's entry, (i) agrees that neither the Sponsor Parties nor any advertising or social media platform on which the Challenge is advertised or through which it is accessed, shall be responsible for, and (ii), to the maximum extent permitted by Law, releases and holds harmless the Sponsor Parties and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from:

i. participation in the Challenge;

ii. any breach or other violation by such entrant or Educational Organization of these Official Rules, the Policies, or applicable Law;

iii. the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize);

iv. any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by entrant, an Educational Organization, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Challenge;

v. any damage to an entrant's or Educational Organization's equipment (such as a computer system or mobile device) which is occasioned by accessing the Challenge Site or participating in the Challenge;

vi. miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message);

vii. for any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature;

viii. any Entry, email, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged;

ix. any failure of any postal or delivery service;

x. any use of the entrant's personal information and Entries as permitted under these Official Rules; or

xi. any events beyond Sponsor's reasonable control.

14. **LIMITATION OF LIABILITY**: NEITHER SPONSOR NOR ANY OTHER SPONSOR PARTY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CHALLENGE, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH SPONSOR PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE SPONSOR PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CHALLENGE OR ANY PRIZE.

15. **DISQUALIFICATION**: Sponsor reserves the right in its sole discretion to disqualify any entrant who Sponsor finds, in its sole discretion, to have tampered with the participation process or the operation of the Challenge or the Challenge Site, to have acted in violation of these Official Rules, to have acted in an unsportsman-like or disruptive manner, to have disrupted or undermined the legitimate operation of the Challenge, or to have annoyed, abused, threatened or harassed any other person, or to have the intent to or is in the process of doing any of the foregoing, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.

16. **WITHDRAWAL**: To withdraw an Entry or part of an Entry after submission, entrants must contact the Sponsor at CienaChallenge@digitalpromise.org and use the subject line "Digital Promise Ciena Challenge: Submission Withdrawal Request," reason for request, and full names and email addresses of all entrants. Requests must be received prior to the end of the Entry Period. Requests made after the end of the Entry Period may not be honored.

17. **TERMINATION/MODIFICATION**: Sponsor shall have the right to modify, suspend, or terminate the Challenge, at its sole discretion, at any time for any reason, including without limitation as a result of natural disaster, pandemic, epidemic, equipment failure, civil disturbance, fraud, financial, or administrative difficulties, technical problems (such as a computer virus/ bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Challenge, or other causes not within the control of the Sponsor. In addition, if, in the exclusive judgment of Sponsor, the Challenge (or any

portion thereof) becomes compromised in any way, Sponsor reserves the right, at its sole discretion, to cancel any method of entry, to void any Entries submitted fraudulently, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the promotion. Should the Challenge ever be terminated prior to the Winner selection, Sponsor will post a notice on the Challenge Site and will make alternate arrangements to award the prizes. Sponsor reserves the right to make changes in these Official Rules. Any such changes will become effective upon notice via online posting at the Challenge Site or other means of wide dissemination.

18. **INTERPRETATION:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

19. **REMEDIES**: Except where prohibited, by participating in the Challenge, each entrant, on behalf of the entrant and the Educational Organization identified in the entrant's Entry, agrees that: (i) any and all claims made by entrant or such Educational Organization, and any and all judgments and awards in favor of entrant or such Educational Organization, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (ii) under no circumstances will entrant or such Educational Organization be permitted to obtain awards for, and entrant (on behalf of the entrant and such Educational Organization) hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All disputes concerning the Challenge, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each entrant, Educational Organization, and Sponsor in connection with these Official Rules or the Challenge shall be governed by, and construed in accordance with, the Laws of the District of Columbia and applicable United States federal Law, without giving effect to any choice of law or conflict of law rules that would cause the application of the Laws of any other jurisdiction.

20. **ARBITRATION**:

A. Except where prohibited, by participating in the Challenge, each entrant, on behalf of the entrant and the Educational Organization identified in the entrant's Entry, agrees that any and all disputes the entrant may have with, or claims the entrant may have against, the Sponsor Parties, relating to, arising out of or connected in any way with (i) the Challenge, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") and conducted pursuant to the Commercial Arbitration Rules established by the AAA, except that the entrant may assert claims in small claims court if those claims qualify under applicable Law.

Unless the entrant opts-out of arbitration as set forth below, the arbitrator(s), and not any federal, state or local court, will have exclusive authority to resolve any dispute relating to the scope, applicability, enforceability or formation of this arbitration provision, including any claim that all or any part of this arbitration provision is void or voidable. There is no judge or jury in arbitration, and court review of arbitration awards is limited. However, an arbitrator can award on an individual basis the same damages and other relief as a court (including injunctive and declaratory relief and statutory damages), and must follow these Official Rules, as a court would.

B. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the Policies or other agreements referenced herein that the applicable entrant may have entered into in connection with the Challenge. Any such dispute or claim shall not be combined or consolidated with any dispute or claim of another person against the Sponsor Parties, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. There shall be no authority for any claims to be adjudicated or arbitrated on a class or representative basis; arbitration can decide only individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. For more information on the AAA and/or the AAA's Commercial Arbitration Rules, please visit their website at https://www.adr.org/Rules. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

C. The arbitration of any claims or disputes hereunder shall be conducted in Washington, District of Columbia. The entrant or any Sponsor Party also may choose to have the arbitration conducted by telephone, based on written submissions, or in person at another mutually agreed location. Payment of all filing, administration, and arbitrator fees will be governed by AAA's rules.

D. BY PARTICIPATING IN THE CHALLENGE, THE ENTRANT SPECIFICALLY WAIVES THE RIGHT TO BRING A LAWSUIT IN COURT BASED ON ANY CLAIMS OR DISPUTES DESCRIBED IN SECTION 20(A) ABOVE, AND WAIVES THE RIGHT TO HAVE SUCH LAWSUIT RESOLVED BY A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION. AS SUCH, THE ENTRANT HEREBY AGREES TO RESOLVE ANY AND ALL CLAIMS DESCRIBED IN SECTION 20(A) ABOVE VIA INDIVIDUAL BINDING ARBITRATION PER THE TERMS AND CONDITIONS SET FORTH IN SECTIONS 20(B) AND 20(C) ABOVE.

E. You may opt-out of Sections 20(A)-(D) by sending a notice ("Rejection Notice") to Sponsor no later than sixty (60) days after your first consent to these Official Rules. You must mail the Rejection Notice by certified mail return receipt requested or messenger service (e.g. Federal Express) to Sponsor at Digital Promise Global, 1001 Connecticut Avenue NW, Suite 935, Washington, DC 20036. In the event of

any dispute concerning whether you provided a Rejection Notice within sixty (60) days, you must provide a signed receipt confirming Sponsor received the Rejection Notice within sixty (60) days.

21. **SPONSOR:** The Sponsor of the Challenge is Digital Promise Global, 1001 Connecticut Ave., NW, Suite 935, Washington, D.C. 20036. For questions about the Challenge, please contact Sponsor at cienachallenge@digitalpromise.org and 202-450-3675. Consideration for the prizes was provided by Ciena.

22. **NO ENDORSEMENT:** Nothing contained in these Official Rules or in any of the Challenge materials should be construed as an endorsement by Sponsor of any third party, product, or service. Prize suppliers are not sponsors of the Challenge.

23. **SOCIAL MEDIA PLATFORMS:** The Challenge may be advertised on or accessed through one or more social media platforms, such as YouTube, Facebook or Twitter. However, the Challenge is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Entrants agree to comply with all terms and policies governing such platforms in connection with the Challenge.

24. **WINNERS LIST/OFFICIAL RULES**: These Official Rules and the list of Winners for the Challenge will be posted on the Challenge Site during the Entry Period and for six (6) weeks after the awarding of the prizes. Requests for these Official Rules and a list of Winners can also be made by sending a self-addressed stamped envelope (Vermont residents may omit the return postage) to Digital Promise Global, 1001 Connecticut Avenue NW, Suite 935, Washington, DC 20036 or emailing: CienaChallenge@digitalpromise.org. All such requests must be received no later than six (6) months after the end of the Entry Period.