

HEALTHY PLAYGROUND MAKEOVER SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("U.S."), AGED 18 YEARS OR OLDER.

1. **ELIGIBILITY:** The Healthy Playground Makeover Sweepstakes ("Sweepstakes") is open to legal U.S. residents who are 18 years of age or older at time of entry. Employees, officers and directors of Discovery Communications, LLC ("Sponsor"), and Playworld Systems, Inc. ("Promotional Partners"), their parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, promotional suppliers (collectively, "Sweepstakes Entities") and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Further, organizations which have won a Grand Prize in any previous offering of the Healthy Playground Makeover Sweepstakes are not eligible to win a prize. Eligibility may be verified by the Sponsor at any time. Any determinations of eligibility will be made by the Sponsor whose decision is final. All applicable federal, state, and local rules apply. Void where prohibited or restricted by law.

2. **TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** The Sweepstakes begins at 5:00 PM Eastern Time ("ET") on September 1, 2016 and ends at 5:00 PM ET on March 24, 2017. To enter, visit <http://www.togethercounts.com/at-school/win-for-your-school/sweepstakes> or connect to the entry page via any other website promoting the Sweepstakes. Access the Sweepstakes entry page, complete the online entry form and submit so that it is received by Sponsor's server by 5:00 PM ET on March 24, 2017. Each participant is entering on behalf of the school ("School") or military base/installation ("Military Base") named in their entry. Note the following additional eligibility requirements for Schools and Military Bases:

- A designated School (including early childhood learning centers, Head Start and Pre-K programs serving children ages 3-5), must be located within the 50 United States or the District of Columbia, must contain any class with students from pre-K through Grade 5, and must be considered tax-exempt under the Internal Revenue Service Tax Code. If a home school is named in an eligible winning entry, the prize will be awarded to a non-profit child services organization or community recreation facility to be selected by the winner and subject to approval by Sponsor.
- A designated Military Base must be located within the 50 United States or the District of Columbia. The Third Grand Prize (as described below in Section 3) will be awarded to either a School located on or near the Military Base named in the eligible Third Grand Prize winning entry, or to a community recreation facility located on or near that Military Base, as determined and selected by Sponsor in its sole discretion.

See Section 3 below for details on which entries are included in a particular random drawing. If you are entering on behalf of a Military Base, you must check the appropriate checkbox on the entry form. Failure to check this box for such an organization will prevent the applicable entry from being included in the third Grand Prize drawing described below. **Limit one entry per valid e-mail address, per eligible person per day.** By entering, participants warrant and represent that they agree to be bound by these Official Rules and the final decisions of the Sponsor.

3. RANDOM DRAWINGS– PRIZES– ODDS OF WINNING: On or about March 31, 2017, Promotion Mechanics, Inc., an independent judging organization, will conduct random drawings to award three (3) Grand Prizes. The first Grand Prize drawing will be conducted from among all eligible entries received which name a School. The second Grand Prize drawing will be conducted from among all eligible entries received which name a School that qualifies for Title 1 Schoolwide Program*. The third Grand Prize drawing will be conducted from among all eligible entries received which name a Military Base (where the entrant has also checked the corresponding checkbox). In the event that no eligible entries are received which name a Military Base, the third Grand Prize drawing will be conducted from among all eligible entries received which name a School. Each Grand Prize will consist of cash and/or prizes (to be determined by Sponsor in its sole discretion, with a retail value of \$30,000) to be used to improve the school's wellness programs, and a Playworld Systems Playground (model to be determined by Sponsor in its sole discretion and provided by Playworld Systems, Inc.) plus shipping, installation, and the surfacing materials of the Sponsor's choice. Alternate surfacing options and/or features will be at winning organization's expense. Each organization receiving a prize is responsible for any expenses not expressly provided for in these Official Rules relating to acceptance and use of prize, such as any required permits, surveying, and site preparation. Total Approximate Retail Value ("ARV") of each Grand Prize is approximately \$60,405. The Grand Prize may also include promotion of the winning organization to be determined by the Prize Partners. Prize Partners may coordinate an event to coincide with prize delivery. The delivery event will be at the sole discretion of the Prize Partners and has no approximate retail value and is for promotional purposes only.

Following the Grand Prize drawings, three (3) Second Prize winners will be selected from among all eligible entries which name a School. Each Second Prize will consist of a \$5,000 grant to be used to improve the School's wellness programs.

Restrictions, conditions, and limitations apply. Prizes cannot be transferred, substituted or redeemed for cash (in whole or in part) except in the sole discretion of Sponsor. Sponsor makes no warranties, representations or guarantees, expressed or implied, respecting the performance or use of the prize, and expressly disclaims the warranties of quality, merchantability and fitness for a particular purpose. Odds of winning will be determined by the number of eligible entries received which qualify for a particular drawing. Limit one (1) prize per school or organization.

The potential winners will be notified by phone, email, postal mail and/or express mail at Sponsor's sole discretion. Inability to contact a potential winner or the return of any prize notification as undeliverable will result in the prize being forfeited and awarded to an alternate potential winner selected at random from the remaining eligible entries. Entrants who submitted winning entries may be required to complete, sign, and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release within time period specified in notification letter. Organizations selected to receive a prize will be required to complete and return a prize acceptance form (which may include, without limitation, a liability release and, where legal, a publicity release) and provide evidence of tax exempt status. Failure by either party to return paperwork will cause prize to be forfeited and awarded to an alternate winner selected at random from among the remaining applicable eligible entries.

4. GENERAL: Each organization selected to receive a prize is solely responsible for reporting and paying any and all applicable federal, state, and local taxes and any additional fees associated with the prize. Each organization selected to receive a prize must agree to sign an acknowledgment of tax liability in order to receive prize, and failure or refusal to do so will result in the organization forfeiting the prize in its entirety. By participating, participants agree

[a] to these rules and decisions of Sponsor, which shall be final in all respects relating to this Sweepstakes; [b] to release, discharge and hold harmless Sweepstakes Entities from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Sweepstakes or their acceptance, use or misuse of prize including, without limitation, personal injury, death and property damage; and if a winner, [c] to permit Sweepstakes Entities to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to on air and within www.discovery.com, in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request. Sweepstakes Entities and their respective affiliates, subsidiaries, advertising and promotion agencies, agents and representatives, and the officers, directors and employees of each are not responsible for and shall not be liable for [a] any telecast, cable or telephone malfunctions, human error, satellite transmission failures, or delayed telecasts or preemption of or the failure of a cable affiliate to televise Discovery Channel® or any affiliated Sponsor network throughout the world; [b] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [c] failed, incomplete, garbled or delayed computer transmissions; [d] late, lost, misdirected or incomplete entries or postage-due mail; or [e] any condition caused by events beyond the control of the Sponsor that may cause the promotion to be disrupted or corrupted. Sponsor reserves the right to cancel or suspend the Sweepstakes or any portion thereof should virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the promotion, in which case prizes will be awarded via a random drawing from among the applicable eligible entries received prior to cancellation. Entry information becomes property of Sponsor. Internet entry must be made by the entrant only at the authorized web site address of <http://www.togethertocounts.com/at-school/win-for-your-school/sweepstakes>. Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites. Any winner who enters by any of the methods described above will be disqualified and an alternate winner selected. Use of any device to automate entry is prohibited. Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the entrant has not complied with these Official Rules.

5. GOVERNING LAW: Except where prohibited, each participant hereby agrees by participating that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of participants, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

6. ENTRY INFORMATION: Please note that by entering this Sweepstakes and by checking the “opt-in” boxes on the entry form for this promotion, you are [a] agreeing that Sponsor may share your entry information (including your name, address, email address, etc.) with the Promotional Partners and other parties; and [b] granting us, the Promotional Partners and other third parties with which we choose to share your information, permission to contact you about our upcoming shows, promotions or for other reasons. You may enter this Sweepstakes but keep your entry information private by not checking the “opt-in” boxes on the entry form. The collection and use

of entrant information will be governed by Sponsor's on-line privacy policy, available for viewing at <http://www.discoveryeducation.com/cep/privacypolicy.cfm>

7. WINNER LIST: To receive a list of winners, mail a self-addressed, stamped envelope to be received by June 30, 2017, to: Healthy Playground Makeover Sweepstakes Winners, PMI Station, PO Box 750, Southbury, CT 06488-0750.

Sponsor: Discovery Communications, LLC, One Discovery Place, Silver Spring, MD 20910.

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*Title I Schoolwide Program schools are schools with percentages of low income students of at least 40 percent as defined by the US Department of Education. Title I is designed to help students served by the program to achieve proficiency on challenging State academic achievement standards. Title I schools with percentages of low income students of at least 40 percent may use Title I funds, along with other Federal, State, and local funds, to operate a "schoolwide program" to upgrade the instructional program for the whole school. Title I schools with less than 40 percent low income students or that choose not to operate a schoolwide program offer a "targeted assistance program" in which the school identifies students who are failing, or most at risk of failing, to meet the State's challenging academic achievement standards. Targeted assistance schools design, in consultation with parents, staff, and district staff, an instructional program to meet the needs of those students. Both schoolwide and targeted assistance programs must use instructional strategies based on scientifically based research and implement parental involvement activities.