

TOGETHER COUNTS HEALTHIERUS SCHOOLS CHALLENGE INCENTIVE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO U.S. RESIDENTS 18 YEARS OF AGE OR OLDER WHO ARE EMPLOYED AT PUBLIC, PRIVATE OR PAROCHIAL SCHOOLS IN THE UNITED STATES THAT ARE PARTICIPATING IN THE HEALTHIERUS SCHOOLS CHALLENGE.

1. **ELIGIBILITY:** The Together Counts HealthierUS Schools Challenge Incentive Sweepstakes (“Sweepstakes”) is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age and older and who are employed, during the Term of the Sweepstakes at public, private or parochial schools in the United States that are participating in the USDA HealthierUS Schools Challenge. Discovery Communications, LLC (“Sponsor”) reserves the right to verify these eligibility requirements. Any determinations of eligibility will be made by Sponsor whose decisions are final. Employees, officers and directors of the Sponsor, Promotion Mechanics, Inc. (“Promotion Administrator”), 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. 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 August 30, 2012 and ends at 5:00 PM ET on March 15, 2013. To enter, visit <http://www.togethercounts.com/at-school/win-for-your-school/incentives> 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 15, 2013. Participants are entering on behalf of their school; prizes will be awarded to the winner’s school. In order to receive a prize, a designated school must be considered tax-exempt under the Internal Revenue Service Tax Code and must provide appropriate paperwork proving tax exempt status if selected as a winner. **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 decision of the Sponsor.

3. **RANDOM DRAWING – PRIZES– ODDS OF WINNING:** On or about March 28, 2013, the Promotion Administrator, an independent judging organization will conduct a random drawing from among all eligible entries received for each HUSCC certification incentive level to award one (1) prize per HUSCC certification incentive level, as follows:

Gold Award or Gold Award of Distinction Level Prize: Winning school will receive a \$10,000 grant to be used to enhance the school’s food service or physical education program.

Silver Award Level Prize: Winning school will receive a \$2,000 grant to be used to enhance the school's food service or physical education program.

Bronze Award Level: Winning school will receive a \$1,000 grant to be used to enhance the school's food service or physical education program, and a certificate for a one-day training provided by the National Food Service Management Institute (NFSMI). Training may not exceed 8 hours, to be completed in one day, and must be selected from NFSMI's catalog. The event will be held at the school on a mutually agreed upon date within one year of award. There is no approximate retail value ascribed to this prize as it is an educational event and is not available for purchase.

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.

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. The winning schools (and the entrants who submitted winning entry) will be required to complete, sign, and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release within time period specified in notification letter. Failure to do so will cause prize to be forfeited and awarded to an alternate winner.

4. GENERAL: The winning schools are solely responsible for reporting and paying any and all applicable federal, state, and local taxes and any additional fees associated with the prizes. Each school 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 school or non-profit child services organization forfeiting the prize in its entirety. By participating, entrants 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. Sponsor, its 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, modify 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 all 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.togethercounts.com/at-school/win-for-your-school/incentives>. 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. This sweepstakes is governed by the laws of the State of Maryland, with jurisdiction and venue in Montgomery County, Maryland, and all claims must be resolved in the courts of Montgomery County, Maryland.

5. 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 the Sponsor may share your entry information (including your name, address, email address, etc.) with our promotional partners and other parties; and [b] granting us, our 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/aboutus/privacypolicy.cfm>.

6. WINNER LIST: To receive a list of winners, mail a self-addressed, stamped envelope to be received by April 30, 2013, to: HUSSC Sweepstakes Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.

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

Promotion Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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