

CONTEST AWARD RULES AND GUIDELINES

Austin Meyer, through the Ava Lane Meyer Foundation, along with Thomas Built Buses, Inc., presents the KidsRideClean Initiative, referred to below as the “Contest.”

I. OVERVIEW & ELIGIBILITY

Four (4) out of the eighty (80) public school districts in South Carolina will be chosen based on an essay indicating why a contestant would like their school district to have a free electric school bus and charger. These school buses will be the new, state of the art, 135-mile range, Proterra drive-train-equipped, Thomas Saf-T-Liner C2 “Jouley” electric school buses, valued at \$350,000.00 per bus. Entries may be short or long, fun, creative, scientific or technical. Artistic students are encouraged to include drawings, or other artistic demonstrations within their submissions. Submissions may be made by any age student, group of students, teacher, or staff member of a South Carolina public school that hosts any grades including or between K-12. The submitting contestant (or contestants - if a group of students makes a submission) does not have to ride a bus on a daily basis, but may ride the bus while attending field trips, sporting or other school sponsored events. Included in each submission should be (1) the contestant’s name; (2) the contestant’s school, grade, teacher and school principal; (3) the contestant’s school district; (3) a description of why an electric school bus would be helpful for the contestant’s school, school district or city; (4) permission by the contestant’s parent or legal guardian to participate in this Contest and his/her agreement to the terms as set forth herein, and (5) the contestant’s best approximation of the number of miles the school bus would be used each day (included in the approximation should be daily routes, field trips, and other trips the bus may take).

By participating in this Contest, each contestant understands and agrees that if chosen as a winner, the contestant’s school district will have to agree to accept the electric bus and the school district will take title to the electric bus, not the contestant.

Please mail all entries to:

The Ava Lane Meyer Foundation
5001 Radcliffe Road
Columbia, SC 29206

II. CONTEST TIME PERIOD

Entries for the Contest will be received up until midnight on November 1, 2021 at which point the Contest is terminated and no entries post marked after 11:59pm on December 1, 2021 will be included in the selection for one of the four electric school buses. On December 10, 2021 the four school district winners will be announced and arrangements will be made for delivery of the school buses in accordance with S.C. Code Ann. § 37-15-30(A)(2) as well as any other applicable statutes, ordinances or school board directives.

III. TERMS AND CONDITIONS

KidsRideClean reserves the right, using its sole discretion, to choose the winners of the Contest. By entering the

Contest, each contestant waives the right to claim damages because they did not win. Likewise, Contest winners, including both the contestant, school, and school district waive the right upon acceptance of the electric bus and charger to claim damages because the electric bus and charger are different than what they wanted or expected.

Once the winners of the electric school bus and charger are announced, the electric school buses and chargers will be made available by or before 11:59pm on December 20, 2021. Once the electric bus and charger are accepted by a winning contestant’s school district, all ownership rights will be transferred from the KidsRideClean Initiative, its affiliates, representatives, and founders to the applicable school district. Upon transfer of the electric bus, KidsRideClean Initiative, Austin Meyer, Ava Lane Meyer Foundation, or Thomas Built Buses, Inc. is not responsible for any taxes or fees that may apply to receipt of the award. After the transfer, the new owner becomes liable for all insurance, maintenance, electricity, and other costs associated with the electric bus and charger.

IV. LIMITATION OF LIABILITY

By entering the Contest, each contestant agrees to release and hold harmless the KidsRideClean Initiative, Austin Meyer, the Ava Lane Meyer Foundation, Thomas Built Buses Inc., their affiliates, parent companies, subsidiaries, officers, directors, employees, shareholders, members, owners, agents, successors, predecessors, representatives, and founders from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from any action that should arise as a result of this Contest, including but not limited to operation, use, ownership, and storage of the electric school bus. By accepting an electric school bus and applicable charger, the school district hereby assumes all related liability and agrees to release and hold harmless KidsRideClean Initiative, Austin Meyer, the Ava Lane Meyer Foundation, Thomas Built Buses, Inc., their affiliates, parent companies, subsidiaries, officers, directors, employees, shareholders, members, owners, agents, successors, predecessors, representatives, and founders from any liability, illness, injury, death, loss, litigation, claim, award, judgment, or damage that may occur, directly or indirectly, whether caused by negligence or not, from any action that should arise as a result of this Contest.

If any such attempts by a contestant/school district are made, KidsRideClean Initiative reserves the right to seek damages, including attorney’s fees and costs, to the fullest extent permitted by law.

V. PRIVACY

By participating in this Contest, a winner understands and agrees that information submitted with an entry, including, but not limited to, artwork, school district name, and the winner’s name may be announced on the <https://www.kidsrideclean.org/> website. Further, by participation in this Contest, the winning contestant’s parent

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or legal guardian understands and agrees that KidsRideClean Initiative, or anyone acting on behalf of KidsRideClean Initiative, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereinafter developed, in perpetuity, without limitation, a winning contestant's entry, name, statements made about the Contest, school district, and artwork submitted by the contestant for news, publicity, information, public relations, and promotional purposes without any compensation, notice, review or consent, of contestant.

VI. TERMINATION

KidsRideClean Initiative reserves the right, using its sole discretion, to cancel, terminate, modify, or suspend the Contest for any reason. KidsRideClean also reserves the right, using its sole discretion, to disqualify any contestant for any violation of the eligibility requirements set forth in section I of these rules and guidelines.

VII. GOVERNING LAW

This Contest is governed by the laws of South Carolina only and is not subject to any other conflict of law doctrines.

VIII. PARTICIPATION

By participating in the Contest, each contestant, by and through their parent or legal guardian, has affirmatively reviewed, accepted, and agreed to all of the Contest rules and guidelines.