

Effective: August 27, 2008

Brighter Schools

Sustainable Education and Green Fundraising

Eligibility:

The Brighter Schools Sustainable Education and Green Fundraising program (the “Program”) is open to any accredited public, private or parochial school, containing any class with students from Kindergarten to 12th grade, in the United States that is organized and primarily operated for educational purposes or an organization or association affiliated with the school such as Parent Organization or athletic team (“Schools”). All federal, state and local laws and regulations apply. By participating in the Program, the Schools fully and unconditionally agree to and accept these Official Rules and the decisions of Brighter Planet, the Sponsor, which are final and binding. Void outside of the U.S. and where prohibited by law.

Sponsor:

Brighter Planet, Inc.
36 Main Street
Middlebury, VT 05753

Brighter Schools Overview:

Brighter Schools is an educational and fundraising program offered by Brighter Planet, Inc. (“Brighter Planet” or the “Sponsor”).

Educational:

Brighter Planet will offer participating Schools projects, exercises and other educational opportunities via postings on the Brighter Planet website and emails sent to parties at the Schools. These projects will be designed for students in one or all three categories: elementary, middle, and high schools. Brighter Planet reserves the right to add and delete educational projects.

Fundraising:

There are two ways for Schools to earn cash for their schools: 1) selling Planet Shares (carbon offsets as defined below); 2) linking of the Brighter Planet Visa Credit Card to member of a school team.

How to Participate:

Authorized agents of eligible Schools (“Agents”) complete the registration form at www.brighterplanet.com/schools or send registration information to: Schools@brighterplanet.com to register for free. Schools may register more than once, but it is advised that they do so only with the understanding that the payments and offset accruals will be accrued to separate teams (i.e., a school may want to have separate teams for its elementary, middle and high schools). All Schools must submit a valid Agent email and postal address. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, technically corrupted or misdirected registrations, all of which will be discarded. In the event of a dispute as to the identity of a School, the authorized account holder of the email address used to register will be deemed the Agent. The "authorized account holder" is the natural person assigned to the email address by the organization responsible for assigning email addresses for the respective domain.

Identify an adult contact person for the **Brighter School Green Team (Green Team)**. Encourage student participation in the Green Team.

Notify the adult community of the fund raiser (the adult community includes: parents, grandparents, guardians, teachers, administrators and alumni). Adult friends and family are also encouraged to participate.

Fund Raising:

Schools earn money the following ways:

\$20.00 For every Brighter Planet Visa Card that is linked to an adult profile AND School team on the Brighter Planet website

20% For every Planet Shares (carbon dioxide (CO₂) offset) that is linked to a School team via the team members the school will earn 20% of the dollar value of that Planet Share.

Payments to Schools will be made on a quarterly basis. Accrued income must be in excess of \$25 before a check is sent. Accruals less than \$25 will be held until the next quarter.

Education

Brighter Planet will, from time to time, post education projects on its website and send an email to the Agent and Green Team leader on file.

Emissions Calculations:

Students and teachers can download an emissions worksheet from the Brighter Planet website. There are separate worksheets for elementary, middle and high school levels. The completion of this form should be supervised by the Leader. The School can generate as many worksheets as they like internal to the school, but can submit only one completed form to Brighter Planet. The results of this form will be the recorded carbon footprint of the School.

Parent/Student Education:

Students and Green Team leaders can research energy saving tips (on the Brighter Planet site) and create educational programs for students and adults. From time to time, Brighter Planet may initiate or suggest projects, exercises or contests to be administered by the Green Team leader. Any product of this contest that is submitted to Brighter Planet will become the property of Brighter Planet and its use will not be subject to payment to the School, students, Agents or any other person or entity. These items may include but not be limited to: artwork, essays, photography, videos and other works received by Brighter Planet.

Offset Accruals & Calculations:

Carbon offsets are financial instruments representing a reduction in carbon dioxide emissions generally represented in pounds or tons.

Offsets are generated by the use of the Brighter Planet Credit Card and the purchase of Planet Shares. The offsets are applied to the profile of the Adult registered on the Brighter Planet website. When a registered member joins a School Team, those carbon offsets are included in the School Team's aggregate figure reflecting the School community's total offset.

Payments are made to the Schools only on the dollar value of the Planet Shares linked to a School via the team member and the number of Brighter Planet Visa Cards linked to the School via the team member (only one school team will earn the fee, even if the member is part of multiple school teams).

Publicity:

Participation in the Program constitutes the School's consent to Sponsor's use of the School's name and location for promotional purposes in any media, worldwide, without limitation and without further payment or consideration, except where prohibited by law.

Release and Limitations of Liability:

By participating in the Program, Schools and Agents agree to release and hold harmless Sponsor, its officers, directors, employees, affiliated companies and agents (collectively, the "Released Parties") from and against any

claim or cause of action arising out of participation in the Program including, but not limited to: (a) unauthorized human intervention in the Program; (b) technical errors related to computers, servers, providers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Program or the processing of registrations or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Schools' participation in the Program including but not limited to property damage, personal injury and/or death arising out of participating in this Program, and claims based on publicity rights, defamation or invasion of privacy. Schools and Agents further agree that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Program, and in no event shall the Released Parties be liable for attorneys' fees. Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved under the laws of the State of Vermont, without respect to any conflict of law issues, and entrant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. Federal and State Courts of Vermont.

General Conditions:

If for any reason Brighter Planet's records or data with respect to a School team are confirmed to have been deleted, lost or otherwise destroyed or corrupted, the School's sole remedy is to create another team and accumulate members. Sponsor reserves the right to cancel, suspend and/or modify the Program if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any School or Agent it finds to be tampering with the process or the operation of the Program or to be acting in violation of these Official Rules or in a disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or of any other provision.

Personal and School Information:

The personal information collected through the Program is subject to Sponsor's privacy statement, available at www.brighterplanet.com.

No Affiliation or Endorsement:

The Schools that may appear on this Website have not endorsed nor are they affiliated with Brighter Planet.