

Learning A-Z® 2023 Teacher Grant Program Contest
OFFICIAL RULES

NOT OPEN TO THE GENERAL PUBLIC. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. For a copy of these Official Rules, please visit <https://literacy.learninga-z.com/teacher-grant-foundations>

1. ENTRY PERIOD. The Learning A-Z 2023 Teacher Grant Program Contest (this “**Contest**”) begins on November 1, 2023 at 12:00:01 AM Central Time and ends on November 30, 2023 at 11:59:59 PM Central Time (the “**Entry Period**”). Sponsor’s computer is the official time-keeping device for this Contest.

2. ELIGIBILITY. This Contest is only open to individuals who are: (1) legal residents of the 50 United States, including the District of Columbia, or Canada; (2) at least 18 years old (or the age of majority in their state if higher than 18) at the time of entry; (3) are currently full or part-time employees at a School or school district for grades Kindergarten through fifth grade (an “**Educator**”); and (4) are not currently a paid subscriber of the Learning A-Z® Foundations A-Z® service. A “**School**” is defined as (i) a kindergarten through 12th grade public or private school (i) located within the U.S. that is tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code or is registered as a public school with the National Center for Educational Statistics, or (ii) located in Canada. Employees, officers, directors or agents of Sponsor and its affiliate companies, as well as their immediate family members (spouse, parents, siblings and children) and household members of each such employee of such entities are ineligible to enter. This Contest is subject to all applicable federal, state, municipal and local laws and regulations. Void in Puerto Rico, the U.S. Territories and Possessions, and where prohibited or restricted by law.

All prizes will be awarded to the winning Entrant for the benefit of the Entrant’s School of employment and will NOT be awarded to the individual winning Entrant. Prior to entering, you must confirm whether your School or district has any policies or restrictions concerning participation in contests. By entering into the Content, you represent and warrant that your School and district have consented to your entry, including the potential use of the Prize described below, and that your participation in the Contest does not violate any School or district policies with which you and the School are required to comply. If, for any reason, any School is unable to accept a prize, including due to School or District policies, the prize will be forfeited, and Sponsor will not have any further obligation to such School. Sponsor hereby disclaims any and all liability or responsibility for disputes arising between an Entrant, School, or district related to this Contest.

3. HOW TO ENTER. There is (1) method of entry.

Complete the application. During the Entry Period, eligible individuals may enter by visiting the Contest page at <https://literacy.learninga-z.com/teacher-grant-foundations> and submitting a completed application (an “**Entry**”), which consists of ten (10) questions including personal contact information, teaching experience, and how you believe Foundations A-Z® might impact your role as an Educator. All Entries must be written in the English language. All Entries must be received by Sponsor’s server by 11:59:59 PM CT on November 30, 2023.

4. ENTRIES. **There is a limit of one (1) entry per person.** Any automated confirmation of submission will not constitute proof of actual receipt of an entry by Sponsor. Entries cannot contain profanity, violence, threatening language, illegal or offensive material, derogatory or defamatory comments, or be inappropriate, indecent or obscene as determined by Sponsor, in its sole discretion. Entries must be in keeping with Sponsor’s image, and may not violate the privacy rights or publicity rights of any person or otherwise infringe upon any person’s or entity’s intellectual property, personal or

proprietary rights. All non-conforming entries will be disqualified, as determined by Sponsor in its sole discretion. Any incomplete or garbled entries will be disqualified. You agree to hold Sponsor harmless in the event that your entry violates any third-party intellectual property, publicity or privacy rights. Once submitted, all entries become the exclusive property of Sponsor and will not be returned. By responding to the survey, you acknowledge and agree that: (i) Sponsor may use or not use and product improvement suggestions in entries in its discretion; (ii) Sponsor is under no obligation to attribute any product improvement ideas to any particular entrant; and (iii) it is possible that Sponsor, its employees and agents have independently developed similar concepts on their own.

5. SELECTION OF WINNERS. After the conclusion of the Content Entry Period and for a period of up to 90 days thereafter, a panel of judges consisting of personnel representing the Sponsor will evaluate and school each Entry based on the following criteria (“Criteria”): (a) Eligibility (b) General fit for use of Foundations A-Z® including a demonstrated passion for teaching, including the need/desire and capacity to implement new resources, and (c) the quality of expression and writing. All entries must conform to these Official Rules to be eligible.

6. PRIZE(S); WINNER NOTIFICATION. Sponsor, in its discretion based on the number of eligible Entries received, will award up to 600 (six hundred) prizes. A Prize is a single, one (1) year subscription to Foundations A-Z® program, which consists of the Foundations A-Z® online learning program and associated resources, for use in their classroom (Approximate Retail Value: \$241). Use of the Foundations A-Z® Prize will be provided in the form of a complimentary subscription license to the Winner’s School of employment for access by students in their Classroom, and will be valid for student access for one (1) year from the date it is provided to a Winner. Use of the Foundations A-Z license shall be subject to the Learning A-Z License Agreement posted at: <https://help.learninga-z.com/en/articles/7216732-terms-of-service>. **ALL PRIZES WILL BE FOR THE BENEFIT OF THE WINNERS SCHOOL/CLASSROOM AND WILL NOT BE AWARDED TO THE INDIVIDUAL EDUCATOR OR ENTRANT.** Among other conditions detailed in these Official Rules, the granting of any prize may will be subject to any applicable laws, rules, and regulations, as well as any School or government agency rules or regulations. If Sponsor believes that the potential award of any Prize to a particular Winner may violate any law, rule, or regulation, the Sponsor reserves the right in its sole discretion to award the prize to an alternate winner. Odds of winning a prize depend on the number of eligible entries received during the Entry Period. **Limit one (1) prize per Entrant.** Sponsor makes no representation to any winner as to the fitness or suitability of a prize for any purpose, and Sponsor hereby disclaims any and all warranties, express or implied, concerning any prize. By entering this Contest, each Entrant consents to be contacted by email for purposes relating to this Contest. A potential winner is required to respond within five (5) days of Sponsor’s initial notification attempts. A potential winner may be required to sign, have notarized and return an affidavit of eligibility and release of liability and publicity release and IRS Form W-9 (Request for Taxpayer Identification) within five (5) business days of potential winner’s receipt of such documents to claim a prize. Winner may also be required to provide a copy of winner’s driver license for eligibility verification. If potential winner (1) cannot be contacted; (2) fails to reply to notification within five (5) days of notification; (3) fails to comply with these Official Rules; and/or (4) does not return any required documentation or eligibility verification by the due date, then the potential winner may be disqualified and the Prize forfeited and Sponsor may select an alternate potential winner from the remaining eligible entries received during the Entry Period. Sponsor shall not be held responsible for any delays in awarding a prize for any reason. Winner’s Prize subscription will be delivered within a maximum of 45 days receipt of the necessary documentation or eligibility verification, and the subscription period will begin on the day the Prize is delivered and will automatically terminate one (1) year thereafter. Prize is non-transferable. No prize substitution or cash equivalent of any prize is permitted, except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. All taxes or expenses, including, without limitation, sales tax, federal, state and local income tax, and any other costs incurred in claiming or using prize, are the sole responsibility of the prize winner.

7. GENERAL TERMS. Any attempted form of participation in the Contest other than as described in these Official Rules is void. Entries received from an entrant in excess of the stated limitation will be

void. Multiple entrants are not permitted to share the same email address. If it is discovered that an entrant attempts to receive additional entries in excess of the stated limitation, including, without limitation, if an entrant is found to use multiple email addresses to enter this Contest, then the entrant may, at Sponsor's sole discretion, be disqualified from the Contest. In the event of a dispute as to the identity of a winner or entrant, the winner or entrant will be the person who is the authorized account holder of the email address used to enter the Contest. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Sponsor reserves the right to disqualify any individual found, in Sponsor's sole discretion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. Any use of robotic, automatic, macro, programmed, third party, or like methods to participate in the Contest may void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT, TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITS ON LIABILITY. By entering, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which will be final and binding in all respects. By entering, entrants acknowledge and agree that Sponsor, its affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agencies (the "**Released Parties**") are not responsible and shall have no liability for: (a) entries that contain incomplete or inaccurate information or do not otherwise comply with these Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged, garbled, misdirected, or otherwise not received by Sponsor or its agents for any reason; (c) any typographical or other error in any materials relating to this Contest; (d) any problems or technical malfunctions, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest. Except where prohibited by law, by participating, entrants and winners agree to, and hereby waive, release and hold harmless the Released Parties from and against (1) any and all claims, actions, and/or liability, for loss, harm, damage, injury, cost or expense whatsoever and of any kind with respect to or in any way arising from entry or participation in the Contest and/or in any Contest-related activity and/or use of the prize, including, without limitation, property damage, liability for personal injury (including emotional distress), and/or death caused, directly or indirectly, from the awarding, acceptance, possession, use, misuse, loss or misdirection of any prize, and (2) for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of this Contest; or (ii) acting in violation of these Official Rules. If Sponsor determines, in its sole discretion, that this Contest cannot be executed as planned, including, but not limited to, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if this Contest is compromised in any way, electronically or otherwise, Sponsor reserves the right to terminate this Contest, and to award the prize by a random drawing from all eligible entries received prior to the date of cancellation or suspension.

9. PRIVACY. By entering the Contest, Entrant agrees that collected information may be used for future mailings (via U.S. mail or e-mail) by Sponsor regarding its products and services including current offers and promotions, in addition to being used to notify winners. Any personal information collected from an entrant's participation in the Contest is subject to use in accordance with Sponsor's privacy policy available at <https://help.learninga-z.com/en/articles/7216595-privacy-policy>.

10. PUBLICITY RELEASE. Except where prohibited by law, entry to the Contest, entrant grant Sponsor and its designees the perpetual worldwide right to use and/or publish entrant's name, biographical information, photos and/or other likeness, entry and any statements, in whole or in part, for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, without additional compensation or notice to entrant, or review or approval by entrant, except where prohibited by law.

11. GOVERNING LAW; FORUM. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. If any part of these Official Rules is deemed to be invalid or otherwise unenforceable or illegal, the balance of the Official Rules shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in Virginia; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT 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.

12. SPONSOR. The "Sponsor" and administrator of this Contest is Learning A-Z, 1840 East River Rd., #220, Tucson, AZ 85718.

13. WINNER LIST. To receive a winner list or copy of these Official Rules, send a stamped, self-addressed envelope to Sponsor within three (3) months after the Entry Period ends, which is March 1, 2024. Please address the request to Sponsor at Learning A-Z., Contest Information Request, Attention: Marketing, 1840 East River Rd., #220, Tucson, AZ 85718.