



12 Days of Holiday Cheer

OFFICIAL CONTEST RULES
ACTIVATE LEARNING EVERYWHERE 12 Days of Holiday Cheer
December 12-23, 2020

NO ADDITIONAL PURCHASE REQUIRED.

ELIGIBILITY: Contest is open to all K-12 teachers who are legal residents of the fifty (50) United States and the District of Columbia, and who are 18 years of age or older. Employees of Activate Learning, Inc. ("Sponsor"); sponsor partners and their respective parents, subsidiaries, affiliates; contest and advertising agencies and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state, and local laws.

HOW TO ENTER: Visit our landing page at <https://activatelearning.com/12-days-of-holiday-cheer/> and complete the required entry form. Only one entry per person per week throughout the Contest Period, which ends at (11:59AM-PDT) on December 23, 2020. Eligibility of individual entries will be at the sole discretion of Activate Learning, and entries may be disqualified for any reason, though specific reasons for disqualification may include use of inappropriate language or visuals. Activate Learning is not responsible for and will not consider incomplete or incorrect entries. Entries generated by script, macro, mechanical or other automated means, and entries by any means which subvert the entry process are void. All entries become the sole property of the Sponsor and will not be returned.

WINNER NOTIFICATION & PRIZE DETAILS: Contest Winner(s) will be contacted via

email or text message every day after the random drawing at 12 p.m. PDT. Activate Learning is not required to award elsewhere any prizes forfeited by the chosen winner(s).

SUBMISSION OF PHOTO, TEXT OR OTHER CONTENT FOR CONTEST:

Entries selected for display and to win "random drawing" contests and any other contests requiring photo, text or other content from the entrants will be judged entirely at the discretion of Activate Learning.

By submitting any photo or information to Activate Learning, you hereby grant to Activate Learning and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Activate Learning includes but is not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo.

By submitting any photo or information to Activate Learning, you hereby represent and warrant that the submitted photo or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights and licenses granted to Activate Learning herein, including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances. Please include the original source of your photo or image to adhere to copyright laws.

Entrant acknowledges and agrees that Activate Learning shall have no obligation to keep a post live, display it, or otherwise make publicly available any photo or information submitted, and may, by its sole and unfettered discretion, remove, edit, modify or delete any photo or information that you submit to Activate Learning.

Entrant understands and intends that any photo or information submitted to Activate Learning may be available for viewing, rating, review and comment on by the public, and understands that comments or ratings with which the entrant disagrees or are unhappy about may be published or otherwise become associated with any photo or information you submit to Activate Learning. By submitting any photo or information to Activate Learning, you hereby waive any privacy expectations that you may have with respect to any such photo or information submitted by you to Activate Learning.

Entrant hereby agrees to hold Activate Learning and its affiliates, subsidiaries, licensees sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in,

publication via or display on any Activate Learning site, or any other use authorized under these Terms, of any photo or information submitted to Activate Learning by you.

Photos or information submitted to the Activate Learning Everywhere Friday Giveaway entry form shall be the property of Activate Learning, and Activate Learning shall have no obligation to preserve, return or otherwise make available any photos or information so submitted.

FACEBOOK: Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

TWITTER: Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.

LINKEDIN: Promotion is in no way sponsored, endorsed or administered by, or associated with, LinkedIn.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and Contest agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or the acceptance, possession, use or misuse of any awarded prize (or portion thereof), including any/all travel/activity related thereto; and (c) to the use of his/her name, address (city and state), voice, performance, photograph, image and/or other likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor may disqualify anyone from participating in the Contest or winning the prize (and void all associated entries) if, in its sole discretion, it determines

that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to cancel, modify or suspend any portion of the Contest for any reason, including should any cause corrupt the administration, security or proper play of the Contest and, in the event of termination, to determine the potential winner in a random drawing from among all eligible non-suspect entries received and combined up to such time of impairment.

DISPUTE RESOLUTION: Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.

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