



Winnie Reitnouer Excellence in Teaching Award

RULES & REGULATIONS

1. Eligibility: The Learning Ally Winnie Reitnouer Excellence in Teaching Award (“award”) is available to educators in Learning Ally member schools. Nominees who leave the education profession before the award winner is chosen will no longer be eligible to win. Employees of Learning Ally, Inc. as well as the immediate family (spouse, parents, siblings and children) and/or persons living in the same households of each such employee are not eligible for the award, but may be listed as honorable mention. The award is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Learning Ally, Inc., 20 Roszel Road, Princeton, NJ 08540 (“sponsor”).

3. Timing: The nomination period begins in August 2017 and ends on November 3, 2017 at 11:59 p.m. ET (the “nomination end date”).

4. Nomination process: Complete the nomination form online in its entirety by the nomination end date.

5. Selection committee: Decisions as to the administration and operation of the award and the selection of the potential winners is determined by the sponsor and are final and binding in all matters related to the award. The sponsor will gather all the nominations and distribute them to the selection committee. Winners will be chosen based on the information submitted in the nomination online form as well as historical information available through the sponsor’s databases of membership and usage of the sponsor’s education solutions.

6. Notification. The two winners as well as the person who nominated the winners will be notified in December 2017. If a potential winner cannot be contacted via the phone and email information submitted in the online form, the potential winner forfeits the prize. In the event that a potential winner of a prize is disqualified for any reason, the sponsor will award the applicable prize to an alternate winner.

7. Awards:

Excellence in Teaching Award Recognition:

- Top winners will be recognized at Learning Ally’s Student Success and Achievement Summit.
- Top winners will also be recognized on the sponsor’s website and social media programs.

Prizes: Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the event.

- Each of the top winners will be awarded a personal cash prize.
- Each of the top winners will also be awarded a cash prize to be used for their school or classroom. The sponsor will allow the teacher to manage an account that the sponsor will also monitor. The funds can help purchase classroom technology, tools and other resources at the winner and sponsor's discretion and coordination.
- Each of the top winners will choose a book to be recorded and placed into Learning Ally's audiobook library in their honor.

Honorable Mention Recognition & Prizes: Prizes will be fulfilled within the following year of the nomination end date.

- Approximately 10-20 educators will receive recognition through the sponsor's online and social media presence.

8. Release: By nominating a teacher, you agree to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final, to forever waive any rights to claim ambiguity with respect to these Official Rules and to forever and irrevocably to release, defend, indemnify and hold harmless Award Entities, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Released Parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with:

- (a) the Award including but not limited to any Award-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Award,
- (b) typographical errors in these Official Rules or any Award promotional materials,
- (c) acceptance, attendance at, participation in, travel related to, possession, receipt, delivery of, defects in, use, misuse or inability to use a prize (or any component thereof),
- (d) any change in the prizes (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control,
- (e) any interruptions in or postponement, cancellation, or modification of the Award,
- (f) human error,
- (g) incorrect or inaccurate transcription, receipt or transmission of any part of the entry,
- (h) any technical malfunctions or unavailability of the Award Site or any computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider utilized by any of the Award Entities or by an entrant,
- (i) interruption or inability to access the Award, the Award Site or any other Award-related web pages, or any online service via the Internet due to hardware or software compatibility problems,
- (j) any damage to entrant's (or any third person's) computer and/or its contents related to or

resulting from any part of the Award,

(k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions,

(l) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries,

(m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Award Entities, or any of their agents or employees,

(n) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof).

Prizes are provided, as is, without warranty of any kind. Each prize winner hereby acknowledges that the Award Entities have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any component thereof.

9. Publicity: Except where prohibited, participation in the Award constitutes each winner's consent to Sponsor's and its agents' use of winner's name, school, title, likeness, photograph, voice, video, written material and opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Award, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Award, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Award or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Award may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Award; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Award; (4) technical or human error which may occur in the administration of the Award or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Award or receipt or use or misuse of any prize.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Award, if it is possible. If the Award, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the

stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Award or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for New Jersey or the appropriate New Jersey State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Award, but in no event attorneys' fees; and (3) 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. 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 the Award, shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.learningally.org/privacy/>.

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