



LEARNING ALLY SUMMER READING TOGETHER OFFICIAL RULES

1. Eligibility: Learning Ally Summer Reading Together (the "Contest") is open only to enrolled Learning Ally schools and students of the fifty (50) United States and the District of Columbia. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator: Learning Ally, Inc., 20 Roszel Road, Princeton, NJ 08540.

3. Timing: The Contest begins on June 1, 2023 at 12:00 a. m. Eastern Time ("ET") and ends on August 31, 2023 at 11:59 p. m. ET (the "Contest End Date")

4. How to Enter: By using the Learning Ally Audiobook App contestants will be automatically opted in with the exclusion of colleges and adult members. Any attempt by any person to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant.

5. Awards: Decisions as to the administration and operation of The Contest and the selection of the potential winners is determined by the Administrator and are final and binding in all matters related to the Contest. Administrator will evaluate the score results after the Contest End Date. Pages and days read will only be calculated for those students using the Learning Ally Audiobook App.

6. Publicity: Except where prohibited, participation in The Contest constitutes each winner's consent to Sponsor's and its agents' use of winner's name, school name, photograph, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Student names and information will not be shared unless The Administrator receives school permissions.

7. Prizes: Readers are eligible to win only one monthly prize throughout the contest period, across all categories. Four students with the highest scores for the entire contest period will receive a \$50 digital gift card, and certificate of achievement:

- Reader with the most pages (student using Learning Ally through school membership)
- Reader with the most 20 minute days (student using Learning Ally through school membership)
- Reader with the most pages (student using Learning Ally through individual or family membership)
- Reader with the most 20 minute days (student using Learning Ally through individual or family membership)

Four students with the highest scores at the end of each month during the contest period will receive a \$25 digital gift card and certificate of achievement:

- Reader with the most pages (student using Learning Ally through school membership)
- Reader with the most 20-minute days (student using Learning Ally through school membership)
- Reader with the most pages (student using Learning Ally through individual or family membership)
- Reader with the most 20-minute days (student using Learning Ally through individual or family membership)



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Monthly winners are still eligible to win for the entire contest period in any category.

Surprise certificates and awards may be distributed to students and schools throughout the contest.

Winners may also be featured in promotional videos and stories on the Learning Ally website and other media outlets.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or a component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on utilization of Learning Ally software (pages read) during the Contest Period and participation in the Secondary Award. Tie breakers will be determined at the Sponsor's sole discretion.

8. Release: By entering the Contest, each entrant agrees 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 Contest Entrants, 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 Contest including but not limited to any Contest-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Contest, (b) typographical errors in these Official Rules or any Contest 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 prize (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 Contest, (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 Contest 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 Contest Entities or by an entrant, (i) interruption or inability to access the Contest, the Contest Site or any other Contest-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 Contest, (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 Contest 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



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any kind. Each prize winner hereby acknowledges that the Contest 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. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, 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 Contest 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 Contest 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.

10. 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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest 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 Contest, if it is possible. If the Contest, 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.

11. Disputes: Except where prohibited, entrant agrees that: (1) 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 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 Contest, 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 Contest, 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.



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

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