

Learning Ally Spring Reading #earbudding18 Social Media Contest Official Rules

1. Eligibility: Learning Ally spring social contest (the “Program”) is open only to enrolled Learning Ally schools of the fifty (50) United States and the District of Columbia. The Program 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 Program. 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 Program begins on March 1, 2018 at 12:00 a.m. Eastern Time (“ET”) and ends on April 30, 2018 at 11:59 p.m. ET (the “Program End Date”).

4. How to Enter: During the Program, post about spring reading using #earbudding18 and tag @Learning_Ally on Facebook, Instagram or Twitter. The post automatically will receive entry into the Program.

5. Awards: Decisions as to the administration and operation of the Program and the selection of the potential winners is determined by the Administrator and are final and binding in all matters related to the Program. Administrator will evaluate the results after the Program End Date. Administrator will make the decision to close or end the contest if less than desirable participation occurs. The results will only be evaluated for participants who post using #earbudding18. After results have been evaluated, eligible schools and educators will be entered in a raffle drawing. A random drawing will be completed after the program period from above entries.

6. Publicity: Except where prohibited, participation in the Program constitutes each winner’s consent to Sponsor’s and its agents’ use of winner’s school name, photograph, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Students’ full name and information will not be shared unless the Administrator receives confirmation that the school has parent permission.

7. Prizes:

10 random winners will be drawn and will receive 1 Chromebook each.

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 for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

8. Release: By entering the Program, 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 Program 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 Program including but not limited to any Program-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Program, (b) typographical errors in these Official Rules or any Program 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 prizing (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 Program, (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 Program 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 Program Entities or by an entrant, (i) interruption or inability to access the Program, the Program Site or any other Program-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 Program, (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 Program Entities, or any of their agents or employees, (n) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof). Prizes are provided, as is, without warranty of any kind. Each prize winner hereby acknowledges that the Program 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 Program, or any part of it, if any fraud, technical failures, human error or any other factor 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 individual it finds to be tampering with the entry process or the operation of the Program 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 Program 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 Program; (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 Program; (4) technical or human error which may occur in the administration of the Program 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 Program 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 Program, if it is possible. If the Program, 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 Program 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 Program, 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 Program, 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.

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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