#### Qi license giveaway ("Promotion")

## **OFFICIAL RULES**

#### IMPORTANT: PLEASE READ THESE RULES BEFORE ENTERING THE PROMOTION.

#### BY ENTERING THE PROMOTION, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. NO PURCHASE NECESSARY TO ENTER AND WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**Sponsor.** The Promotion is sponsored by Pearson Education, Inc. ("Sponsor")

**How to Enter**. The individual who submits entry information will be referred to herein as "**Entrant**." Each Entrant may enter the Promotion by the following method: by sharing email addresses. Limit one (1) entry per person during the Promotion Period. If entering by electronic means, the person electronically submitting the entry will be deemed to be the Entrant. Any attempted entry by any other means is void. All submissions must comply with any format and file size requirements. Any attempted participation by Internet or email or any other means except as permitted by these Official Rules is void. Incomplete, or mechanically reproduced entry forms or entry forms that have been tampered with will be disqualified.

As determined by Sponsor in its sole discretion, Entrant's submission must be suitable for display and publication on the internet. As determined by Sponsor in its sole discretion, Entrant's submission may not be obscene or indecent, obtain defamatory statements, or include threats to any person, place, business, group, or socioeconomic group, or threats to any person, place or business, must not invade privacy or other rights or a person, firms or entity and it must not violate any laws, regulations or terms of use. Incomplete entries, or those containing incorrect information will be voided. Submissions must not contain or reference any third party names, trademarks, or logos.

Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to disqualify any person suspected of submitting multiple or fraudulent entries or of tampering with the entry process. All entries become the property of Sponsor and will not be returned. Entrant understands that by submitting an entry Entrant is accepting the terms of these Official Rules and agreeing to be bound by them.

**Promotion Period**. The Promotion will start on or about March 23, 2023 at 09:00 AM CT at online and will end on May 31, 2023 at 05:00 PM CT.

**Prize and Winner Selection**: 10 winner(s) will be randomly selected from all eligible entries received during the Promotion Period. The Odds of winning will depend on the total number of eligible entries received DURING THE PROMOTION PERIOD. The total ARV of all prizes is \$285. Potential winners will be notified on or about June 15, 2023. Winners are not required to be present at the time prize is awarded. Winners must respond promptly with their contact information. The failure to respond timely to the notification may result in forfeiture of the prize and Sponsor may award the prize to an alternative entrant, at its sole discretion. Acceptance or use of prize is at the winner's own risk. Prizes are non-transferable, no substitutions, exchanges or cash equivalent allowed, except by Sponsor due to unavailability, in which case a prize or equal or greater value will be awarded.

The Winner Notice will include information on how the winners can claim their prize. The Winner Notice may also include a copy of an Acceptance Form and Liability/Publicity or Release, together with any other required

documents. Within 10 days of receipt of the Winner Notice, the winner will be required to sign, notarize (if applicable), and return to Sponsor the Acceptance Form and Liability/Publicity or Release, and if a winner is under the age of majority in their jurisdiction or residence then their parent or legal guardian must also sign the Acceptance Form and Liability/Publicity or Release and agree to these Official Rules and conditions of prize acceptance. The winner (and guest, if applicable) must provide their full name, mailing address (may not be a PO Box), phone number, social security number (if required) in the Acceptance Form and Liability/Publicity or Release. Failure by the prize winner or any other party to sign, notarize (if applicable), and return the Acceptance Form and Liability/Publicity or Release within the time requested may result in forfeiture of a prize. The Acceptance Form and Liability/Publicity Release is null and void if incomplete, illegible or if it contains errors.

**Tax Consequences**. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded are winners' sole responsibility for payment and reporting.

**Privacy Policy**. Please see Sponsor's privacy policy located at https://www.pearson.com/en-us/legal-information/privacy-policy.html for details of Sponsor's policy regarding the use of personal information collected in connection with this Promotion.

**Eligibility**: The Promotion is available to non-vendors of Sponsor who are legal residents of the 50 United States (including DC) as of the date of entry and who have reached the age of 18 in their jurisdiction of residence as of the Start Date.

Employees, officers, and directors of Sponsor, its parent company(ies), affiliates, subsidiaries, agents and advertising and promotion agencies, as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of each are not eligible to participate in the Giveaway.

All federal, state, and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to disqualify any entry if it concludes that the Entrant has tampered with the entry process or the operation of the Promotion or has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations.

**General Conditions**: By entering the Promotion, Entrants consent to the use of their names, submissions and any statements they make in connection with the Promotion or about Sponsor in general without additional consideration or compensation, except where prohibited by law. Sponsor may request, at Sponsor's sole discretion, that the Entrant and/or any winner provide any of the foregoing information to Sponsor.

Without limiting the foregoing, by entering, all Entrants shall be deemed to have granted to Sponsor, and its respective successors and assigns, absolutely and forever, the non-exclusive, worldwide, perpetual, royalty free right and license in and to their submissions, including the right to use, edit, modify and prepare derivative works based upon the submissions, and to display, publish, reproduce, transmit and deliver the submissions in and by any and all media now in existence or hereafter discovered or devised throughout the world in perpetuity. Entrants hereby irrevocably and unconditionally waive any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to any and all elements of the submissions. If you are not willing to allow Sponsor and its designees to reproduce and publish your submission as Sponsor and its designees see fit, including but not limited to use in advertising and promotional materials, you should not enter the Promotion.

Failure to comply with any rule, regulation or limitation will result in the forfeiture of the prize, in whole or in part.

All activity arising out of and relating to the Promotion is subject to verification and/or auditing for compliance with the Official Rules, and Entrants agree to reasonably cooperate with Sponsor concerning verification and/or auditing. In the event that Promotion verification activity or an audit evidences non-compliance with the Official Rules, as determined in Sponsor's reasonable discretion, an Entrant's continuing participation in any aspect of the Promotion may be suspended or terminated. No responsibility is assumed for information not received from Entrants.

Warranties / Disclaimers. All prizes are awarded "AS IS". Sponsor and its respective parents, subsidiaries, affiliated companies and their distributors, advertising, public relations, media, contest and judging representatives, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") expressly disclaim any and all warranties of any kind (whether express, implied, statutory or otherwise), including but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Released Parties shall not be liable or responsible for those guarantees or warranties made or offered by advertisers, partners, manufacturers or suppliers, including those relating to the prizes. Under no circumstances shall any Released Party be held responsible or liable for an Entrant's use of the information and/or products provided and/or made available through the Promotion or for errors or anomalies resulting in the unintended or erroneous participation, award of a prize or other benefits under the Promotion to Entrants. Released Parties offer no assurances, guarantees or warranties that the Promotion or Promotion websites will be uninterrupted or error-free and does not guarantee the accuracy or reliability of any information obtained through the Promotion. Released Parties assume no responsibility for any computer-related damages due to downloading materials. Released Parties will not be responsible for any incorrect or inaccurate information regardless of cause. Released Parties will not be liable, and are not responsible, for damages of any kind related to an Entrant's participation or inability to participate in the Promotion, whether the damages are direct, indirect, incidental, special or consequential.

By participating in the Promotion and/or accepting a prize, Entrant agrees Released Parties shall not be liable for, and will be held harmless by Entrant against, any liability for any damage, injury or loss to person (including death) or property due in whole or in part, directly or indirectly, to acceptance, possession, use or misuse of the prize, participation in any Promotion and any prize-related activity, use by Sponsor of any submission tendered by Entrant. By entering this Promotion, Entrants agree that no claim relating to such injuries, damages, or losses shall be asserted against any of the Released Parties. Entrants agree that none of the Released Parties shall be liable for any injury or damage to any person's computer hardware, software, or peripherals utilized in participating in the Promotion. Neither Sponsor nor any Released Party is responsible for any typographical errors in these terms, or any incorrect data contained on any website promoting the Promotion. Neither Sponsor nor any Released Party are responsible for technical, hardware, software, or other communication failures of any kind, whether caused by Sponsor or any of the Released Parties, users, or by any equipment, programming, or other cause, whether or not such failures limit a Entrant's ability to participate in the Promotion.

If for any reason (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or affects the administration, operation, security, fairness, integrity, or proper conduct of this Promotion), the Promotion is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Promotion. In the event the Promotion is cancelled, Sponsor may, at its sole discretion, select the winners from among all eligible and non-suspect validated entries received for each category up the time of such action.

Sponsor reserves the right to disqualify any Entrant who has tampered with the entry process or the operation of the Promotion, or who has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations, or is acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

Released Parties will not be liable, and are not responsible, for damages of any kind related to an Entrant's participation or inability to participate in the Promotion, whether the damages are direct, indirect, incidental, special or consequential. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; therefore, the above limitations or exclusions may not apply.

Indemnification. Entrants agree to release, defend, indemnify and hold harmless Released Parties from and against, any liability, claims, losses, damages or proceedings, (including reasonable attorneys' fees) relating to any actions taken by Entrant. Entrant also agrees to release, defend, indemnify and hold harmless the Released Parties from any and all liability, claims, losses, damages or proceedings, including but not limited for death (including reasonable attorneys' fees) relating to prizes and any other matter in connection with a Entrant's participation in the Promotion or Sponsor's or its designees.

**Rule Compliance Interpretation; Adjudication and Remedial Process**. Sponsor reserves the right to make all decisions, in its discretion, arising out of or relating to instances of suspected abuse, fraud, error or anomalies in the operation and/or administration of the Promotion or any other interpretation, activity or suspected violation relating to the Promotion, the Official Rules and such decisions by Sponsor are final and binding.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with the laws of United States.

Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any benefits received, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorneys' fees; and (3) under no circumstances will a Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, 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.

**Official Rules**: Copies of the Official Rules may be obtained on or before May 31, 2023 by sending a selfaddressed stamped envelope to: Qi license giveaway, Pearson Education, Inc., 5601 Green Valley Drive Attn: Vanessa Barentson or by email victoria.soto@pearson.com. Vermont residents may omit return postage.

**Winner's List**. For winners' names, please send a separate self-addressed, stamped envelope to Pearson Education, Inc., 5601 Green Valley Drive by June 15, 2023 (Vermont residents may omit return postage).

**If Entrant is an employee of a public school/government agency**: Receipt of a prize may be restricted by additional laws, rules, and regulations, and may be restricted by the written policy, if any, of the potential winner's employer. If selected as a winner, in addition to the Acceptance Form and Liability/Publicity or Release the winner will be also be required to return a no conflict of interest certification to be signed by the school district/government agency employer (if applicable) in which the employer will confirm: (i) its awareness that Entrant has been selected as a potential winner in the Promotion; (ii) Entrant's acceptance of the prize will not violate any conflict of interest or other rules, regulations or laws applicable to Entrant's employer; and (iii) Sponsor's grant of the prize and winner's acceptance of the prize will not violate any existing agreement or contract between Sponsor and Entrant's employer or affect Sponsor's right to bid on or enter into any contract with Entrant's employer.

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## **OFFICIAL RULES**

# **1. HOW TO ENTER.** NO PURCHASE OR PAYMENT NECESSARY TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The individual who submits entry information will be referred to herein as "Entrant." Each Entrant may enter the Promotion by the following method: They are sharing email addresses. Limit one (1) entry per person during the Promotion Period. If entering by electronic means, the person electronically submitting the entry will be deemed to be the Entrant. Any attempted entry by any other means is void. All submissions must comply with any format and file size requirements. Incomplete, or mechanically reproduced entry forms or entry forms that have been tampered with will be disqualified.

- 2. **PROMOTION PERIOD**. The Promotion will start on or about March 23, 2023 at 09:00 AM CT at online and will end on May 31, 2023 at 05:00 PM CT.
- 3. SPONSOR. The Promotion is sponsored by Pearson Education, Inc. ("Sponsor)
- **4. PRIZE(S)**. 10 winner(s) will be randomly selected from all eligible entries received during the Promotion Period. Each winner will receive a Qinteractive license. The Odds of winning will depend on the total number of eligible entries received DURING THE PROMOTION PERIOD. The total ARV of all prizes is \$285. Potential winners will be notified on or about June 15, 2023, and must respond promptly with their contact information. The failure to respond timely to the notification may result in forfeiture of the prize and Sponsor may award the prize to an alternative entrant, at its sole discretion.
- **5. WINNER SELECTION**. 10 winner(s) will be randomly selected from all eligible entries received during the Promotion Period. The winners will receive the prize described above the Odds of winning will depend on the total number of eligible entries received. The approximate retail value of each prize and the total ARV of all prizes are described above, and Potential winners will be notified on or about April 13, 2023, and must respond promptly with their contact information. Winners are not required to be present to win. The failure to respond timely to the notification may result in forfeiture of the Prize and Sponsor may award the Prize to an alternative entrant, at its sole discretion.
- 6. ELIGIBILITY. The Promotion is available to non-vendors of Sponsor who are legal residents of the 50 United States (including DC) as of the date of entry and who have reached the age of 18 in their jurisdiction of residence at the time of entry.

Employees of Sponsor and its parent companies, affiliates, its vendors, advertising and promotional agencies, manufacturers or distributors of the Promotion and their immediate family members (parent, child, sibling, spouse) in the same household are not eligible. All entry information and submissions (as defined below) shall be deemed collected and judged in the United States.

**7. OFFICIAL RULES**. Entrants may obtain a copy of the Official Rules by sending email to by email victoria.soto@pearson.com

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