

TeacherLists Free Post-it Notes Sweepstakes | Official Rules

Revised June 22, 2020

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL APPLICABLE FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. ONLINE ACCESS REQUIRED.

Sponsor: The Sponsor of the 2020 TeacherLists Free Post-it Notes Sweepstakes (the "Sweepstakes") is School Family Media LLC, the owner and operator of the TeacherLists school supply list platform, with offices located at 100 Stonewall Blvd., Suite 3, Wrentham MA 02093 ("SFM").SFM will administer and manage the Sweepstakes.

- **1. Sweepstakes Dates:** The Sweepstakes begins June 23, 2020, at 12:00:00 AM Eastern Time and ends on the first to occur of (i) that date on which SFM has received an aggregate of 500 qualified Entrants in the Sweepstakes, or (ii) July 5, 2020, at 11:59:59 PM Eastern Time ("Sweepstakes Period"). SFM's computer is the official entry submission portal and time-keeping device for the Sweepstakes.
- 2. Eligibility: Subject to the additional restrictions in these Official Rules (the "Official Rules"), the Sweepstakes is only open to email recipients who agree to be TeacherLists registered users, who are legal residents of the fifty (50) United States and the District of Columbia and are at least 18 years or older at the time of entry, and who meet the Entrant requirements (see section 4 in these Official Rules). Each Sweepstakes entrant (an "Entrant") is entering the Sweepstakes on his/her behalf for an accredited U.S K-12 school or those schools listed with the National Center for Education with which the Entrant is employed or otherwise associated, as

designated on the Entrant's TeachersList.com user account (the "Designated School"), and all prizes awarded as part of the Sweepstakes will be for the Entrant and shipped to the Designated School's address for the attention of the Entrant. Employees of Sponsor or any of their respective affiliated entities, and the immediate family members of such employees, and any persons domiciled with any such persons, are not eligible to enter the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

3. Participation: Participation constitutes Entrant's unconditional agreement to these Official Rules and SFM's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein. The Sponsor and their respective parent companies, subsidiaries, suppliers, distributors, prize suppliers, advertising and promotional agencies, and each of their respective officers, directors, employees and agents (collectively, "Affiliates") are not liable for any injury or damage to your or any other person's computer or its contents relating to or resulting from participating in or downloading any materials concerning this Sweepstakes, or from other technical difficulties, failures, or other errors of any kind. SFM reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes, as solely determined by SFM. In the event that the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering, or other causes beyond the reasonable control of SFM which corrupt or impair the administration, security, fairness, or proper operation of the Sweepstakes, SFM reserves the right, in its sole discretion, to suspend, modify, or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, SFM reserves the right to award prize based on the non-suspect, eligible entries received before the termination date.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SFM RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING

ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR ANY OTHER INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- **4. How To Enter:** During the Sweepstakes Period, recipients of this official sweepstakes email ("Official Email") where TeacherLists already has one or more student school supply lists for a Designated School for the 2020-2021 school year posted on TeacherLists.com, can enter for a chance to win a Sweepstakes prize by clicking on the "Yes, Update My List" button in the Official Email and by doing so, i) instruct SFM to create a registered user account for TeacherLists.com on behalf of the Entrant, and ii) instructing SFM to update all unbranded items to a branded item of one of TeacherLists participating sponsors. Entrants need to have or agree to sign up for a free account with TeacherLists.com. Registration is free. No purchase or pledge is required to enter.
- **5. Prize and Odds:** The first 500 Entrants to click on the "Update My List" button in the Official Email will win a sample pack of Post-it Notes. The approximate retail value of the Sweepstakes prize is \$3.00 The Prize will be sent to the 500 winning Entrants (each, a "Winner") by October 31, 2020.

The odds of winning one of the Sweepstakes prizes depend on the number of eligible entries received and the timing of an Entrant's entry. Prizes are nontransferable, nonexchangeable, and have no cash value. There are no cash substitutions. If a prize becomes unavailable, or at SFM's sole discretion, SFM may award substitute prizes of comparable or greater value. All prize details are at SFM's sole discretion. Limit one prize per Winner. Prizes will only be provided to a Winner with the Winner's consent. In the event a Winner does not consent to receive a prize, an alternate Winner will be selected.

6. Winners Drawing, Notification, and Acceptance: The 500 Winners of the free sample pack of Post-it Notes will be the first 500 of all eligible entries received during the Sweepstakes Period. If needed, Winners will be contacted during SFM's regular business hours at the applicable email addresses or phone number associated with the TeacherLists accounts that the Entrant provided at time of entry. Failure to reach a Winner by email after three (3) attempts may result in the disqualification of that Winner and forfeiture of the Winner's interest in the prize.

SFM will, at its sole and absolute discretion, be free to select an alternate Winner from among all remaining eligible entries. A Winner may waive its right to receive a prize.

Winners are solely responsible for reporting and payment of any and all taxes on prize received, if applicable. Winners may be required to complete an Affidavit of Eligibility/Liability and Publicity and Prize Release ("Affidavit") (except where prohibited by law), which must be returned as directed by SFM in order to claim the prize. Failure to complete, sign, and return the Affidavit or to comply with any term or condition of these Sweepstakes Rules will result in a Winner's disqualification, the forfeiture of its interest in the prize, and the award of the prize to an alternate Winner. If a prize is not won and claimed by the eligible Winner in accordance with these Official Rules, it will not be awarded and will remain the property of SFM. The decisions of SFM regarding the selection of Winners and all other aspects of the Sweepstakes shall be final and binding in all respects.

7. Limitations on Entry: Prize entries are limited to one entry per Designated School. All entries must be fully and accurately completed. Use of any automated system to participate in the Sweepstakes or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void.

The Sponsors and their respective Affiliates are not responsible for incomplete, inaccurate, illegible, unintelligible, damaged, lost, late, postage-due, misdirected, delayed, or stolen entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware, or software, whether originating with sender or a Sponsor or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, or in any Sweepstakes-related materials. In the event of a dispute of who submitted an online entry, all online entries will be deemed to have been submitted by the owner of the ISP account from which they

were sent and he/she must comply with these Official Rules. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider, or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by SFM at its sole discretion, and SFM reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes. All entries become the property of SFM and will not be acknowledged or returned.

- 8. Release of Liability: By entering the Sweepstakes, each Entrant and its Designated School: (a) agree to be bound by these Official Rules and the decisions of SFM, whose decisions shall be final and binding; and (b) agree to release and hold harmless each Sponsor and their respective Affiliates from and against any and all claims, suits, causes of action, or other proceedings of any kind for losses, costs, damages, or other liabilities of any kind arising out of their participation in the Sweepstakes and/or their acceptance and/or use of any Sweepstakes prize, including, without limitation, due to personal injury, death, and/or property damage; claims based on publicity rights, defamation, or invasion of privacy.
- **9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes Entrant's consent to SFM's and its Affiliates' use of Entrant's name, likeness, photograph, voice, opinions, and/or hometown and state of residence for any commercial or promotional purpose in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification, or permission.
- **10. Winners' Names:** Names of Entrants and, if applicable, their Designated Schools, once confirmation is complete, may be posted on the TeacherLists website at www.teacherlists.com. To obtain a list of the winning Entrants and their Designated Schools, send a self-addressed, stamped envelope by December 1, 2020, to: TeacherLists c/o School Family Media LLC, 100 Stonewall Blvd., Suite 3, Wrentham MA 02093.