

2021 TeacherLists Stress-Free Summer Sweepstakes | Official Rules

## Posted April 22, 2021

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 2021 Stress-Free Summer 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" or "Sponsor"). SFM will administer and manage the Sweepstakes. This Contest is not sponsored, endorsed or administered by, or associated with Instagram or Facebook. Any questions, comments or complaints must be directed to SFM, and not to Instagram or Facebook.

**1. Sweepstakes Dates:** The Sweepstakes begins April 27, 2021, at 12:00:00 AM Eastern Time and ends on June 30, 2021, 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 registered TeacherLists 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 and for the associated school, as designated on the Entrant's TeachersList.com user account (the

"Designated School"), with which the Entrant is currently employed. All prizes awarded as part of the Sweepstakes will be emailed or mailed to the Entrant. Employees of the 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 disgualify 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, registered TeacherLists users, whose accounts designate them with the following List Manager Types (Teacher, Principal, School Secretary, or School Staff-Other) can enter for a chance to win a Sweepstakes prize by i) using TeacherLists.com to post at least four (4) new or updated for 2021-2022 individual school supply lists for four (4) grade levels or four (4) individual teachers who are currently employed at the account registrant's Designated School, and each list must contain a minimum of four (4) items, or ii) other individual TeacherLists Users from the same Designated School uploading a minimum of four (4) new or updated for 2021-2022 individual school supply lists, with each list containing a minimum of four (4) items, then all TeacherLists Users, who accounts designate them with the following List Manager Types, Teacher, Principal, School Secretary, or School Staff-Other, from the same Designated School with a posted 2021-2022 individual school supply lists will be entered for a chance to win. Entrant needs to have or sign up for a free account with TeacherLists.com. Registration is free. No purchase or pledge required to enter.

**5. Prize and Odds:** At the end of the Sweepstakes Period, one (1) Entrant will be selected in a random drawing from all eligible Entrants to win a \$2,000 Visa gift card or a check payable to the Winner (the" Grand Prize"), and five (5) Entrants will be selected in a second random drawing from all remaining eligible Entrants to win one of five (5) \$500 Visa gift cards, (the "Consolation Prizes"). Only one winner per Designated School during the Sweepstakes period. The total value for all six (6) prizes is \$4,500. Prizes will be emailed or mailed to the address associated with the Entrant's TeacherLists account.

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. If components of the prize become 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 six (6) prize winners (each a "Winner" and collectively, the "Winners") will be selected from all eligible entries received during the Sweepstakes Period in two random drawings to be held by July 15, 2021. 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.

SFM may be required by applicable law to issue the Grand Prize Winner a Form 1099-MISC to report the 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:** Sweepstakes entries are limited to one (1) per Entrant. 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 Sponsor 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 Winners and, if applicable, their Designated Schools, once confirmation is complete, may be posted on the TeacherLists website at <u>www.teacherlists.com</u>. To obtain a list of the winning Entrants and their Designated Schools, send a self-addressed, stamped envelope with the name of the Sweepstakes written on the envelope by October 1, 2021, to: TeacherLists c/o School Family Media LLC, 100 Stonewall Blvd., Suite 3, Wrentham MA 02093.