

## TeacherLists Summer Share Sweepstakes | Official Rules

July 11, 2019

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 2019 TeacherLists Summer Share 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").

- **1. Sweepstakes Dates**: The Sweepstakes begins on July 18, 2019 at 12:00:00 AM Eastern Time and ends August 30, 2019 at 11:59:59 PM Eastern Time ("Sweepstakes Period"). SFM's computer is the official time-keeping device for the Sweepstakes.
- 2. Eligibility: Subject to the additional restrictions in these 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 at least 18 years or older at the time of entry, and who meet entrant requirements (see section 4 in "official rules"). Each entrant ("Entrant") is entering the Sweepstakes on behalf of the school with which the Entrant is employed or otherwise associated (the "Represented School"), and all prizes awarded as part of the Sweepstakes will be for the account of the Represented School with which the Entrant is employed or otherwise associated. Entrants themselves are not eligible to win prizes in the Sweepstakes. Employees of either Co-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 and its Represented School's full and 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 it's 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 nonsuspect, eligible entries received before the termination date. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE 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 TO THE FULLEST EXTENT

PERMITTED BY LAW.

**4. How To Enter**: During the Sweepstakes Period, registered TeacherLists users can enter for a chance for their Representative School to win a Sweepstakes prize by posting one or more classroom supply list(s) for the Represented School for the 2019-2020 school year on TeacherLists.com and sharing them with parents. Entrants need to have or sign up for a free account with TeacherLists.com. Registration is free. No purchase or pledge is required to enter.

For a Represented School to qualify as a potential prize winner in the sweepstakes:

- a) Individual teachers at a Represented School may set up their own individual TeacherLists.com user accounts and use TeacherLists.com to publish their own new or updated 2019-2020 classroom supply lists for the Represented School, and share the list(s) with parents, in which case their Represented School is then automatically entered into the Sweepstakes; or
- b) Other representatives of, or person associated with, the Represented School (for example, PTO leader) may set up his or her own TeacherLists account, and use TeacherLists to post one or more 2019-2020 individual classroom school supply lists for individual teachers who are currently employed at the Represented School, and share the list(s) with parents.
- **5. Prize and Odds**: Three Represented School winners will receive the grand prize of a check for \$1,000 made out to the respective school. Five Represented School winners will each receive a school supply stash. The approximate retail value of each school supply stash is \$300. The total approximate retail value of all Sweepstakes prizes is \$4500. Prizes will be sent to all winners by December 31, 2019.

The odds of winning one of the Sweepstakes prizes depend on the number of eligible entries received. Prizes are non-transferable, non-exchangeable, 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**: Three grand prize \$1,000 Winners and five School Supply Stash Winners will be selected from all eligible

entries received during the Sweepstakes Period in a random drawing to be held by October 1, 2019. Entrants associated with a Winner 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 an Entrant associated with 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 limited to one entry per Represented 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 Sponsor and their respective Affiliates are not be 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 in 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 Represented School: (a) agree to be bound by these Official Rules and the decisions of SFM, which decisions shall be final and binding, and (b) agree to release and hold harmless each Co-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 names, likenesses, photographs, voices, opinions and/or hometowns and states 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 their Represented School, once confirmation is complete, may be posted on the TeacherLists website at <a href="https://www.teacherlists.com">www.teacherlists.com</a>. To obtain a list of the winning Represented Schools and their associated Entrants, send a self-addressed, stamped envelope by January 1, 2019 to: TeacherLists c/o School Family Media, LLC. 100 Stonewall Blvd. Suite 3, Wrentham, MA, 02093.