

Official Rules
Learning A-Z® 2021 Learning A-Z UNICEF Kid Power Classroom Challenge Contest

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO TERMS OF LEARNING A-Z PRIVACY POLICY. For a copy of these Official Rules, please visit <https://www.learninga-z.com/site/breakroom/unicef-kid-power-2021>

The 2021 Learning A-Z UNICEF Kid Power Classroom Challenge Contest (the "Contest") is designed to empower eligible teachers and educators who are employed in a K-12 public or private school or school district, and who use eligible Learning A-Z online instructional resources ("Sponsor Product"), (collectively referred to in these rules as "Entrant," "Teacher," or "You") to encourage the students in Your Classroom, as defined within, to convert the most digital stars earned in the Sponsor Product into real world impact as donations to UNICEF Kid Power ("Donations"). The Entrant's Classroom with the most Donations will be the Winner, and the Prize will be awarded in accordance with these Official Rules (the "Official Rules").

For information about UNICEF Kid Power and the donations, please visit: <https://www.unicefkidpower.org/>.

By entering, You understand that You are agreeing to these Official Rules and providing Your information to Learning A-Z ("Sponsor"). Any information You provide will be used in accordance with the Sponsor's privacy policy which may be viewed at: <https://lazcommunity.force.com/knowledgebase/s/article/Privacy>.

1. Eligibility. The Contest is not open to the general public and offered only to Teachers who are: (1) 21 years of age or older at time of start of the Contest Entry Period; and (2) currently full or part-time employees at a School or school district with a Classroom using, including trial and pilot users, an eligible Sponsor Product. A "School" is defined as a Kindergarten through 12th grade public or private school (1) located within the U.S. that is tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code or is registered as a public school with the National Center for Educational Statistics; or (2) located outside of the United States. A "Classroom" is defined as set of students with the same Teacher using a Sponsor Product. An eligible "Sponsor Product" is defined as any of the following Learning A-Z Products which offer star rewards: Raz-Plus, Raz-Plus ELL Edition, Raz-Plus Connected Classroom, Vocabulary A-Z, Writing A-Z, and Headsprout.

Contest is subject to all federal, state, and local laws and regulations. Void where prohibited by law. Sponsor's decisions are final and binding on all matters.

All prizes will be awarded to the winning Teacher's Classroom for the benefit of the Classroom and will NOT be awarded to the individual winning Teacher, nor the Teacher's School. Further, a Teacher may have several Classrooms, but the winning Teacher and Classroom will only be a single Classroom. Prior to entering, you must confirm whether Your School or district has any policies or restrictions concerning participation in contests. By entering into the Contest, You represent and warrant that Your School and district have consented to Your entry, including the School or Classroom's potential involvement in the Prize as described below, and that Your participation in the Contest does not violate any School or district policies with which You and the School are required to comply. The awarding of prizes is subject to any such policies. If, for any reason, any Teacher or their Classroom is unable to accept the Prize, including due to School or district policies, the Prize will be forfeited, and Sponsor will have no further obligation to such Teacher, Classroom, or School. Sponsor hereby disclaims any and all liability or responsibility for disputes arising between a Teacher, School, or district related to this Contest.

2. Entry Period. The Contest Begins at 12:00:00 AM Eastern Time ("ET") on March 5, 2021 and ends at the earlier of: (1) 11:59:00 PM ET on April 30, 2021; (2) or when 400,000 donations are reached globally (the "Contest Entry Period"). Sponsor's computer is the official time-keeping device for the Contest.

3. How to Enter. During the Contest Entry Period, any Teacher with a Classroom using and eligible Sponsor Product will be able to participate and will be entered into the Contest, unless the individual chooses not to participate either by: (1) selecting "turn off all incentives" within their Sponsor Product Teacher Dashboard ("Teacher Dashboard"), or (2) deselecting this specific incentive program within the Teacher Dashboard.

During the Contest Period, students in participating Classrooms will have the option of converting the stars earned as part of their usual progress, awarded to them by the teachers in accordance with the rules below, within the Sponsor Product(s) into donations (“Donations”). Classrooms located in the U.S. will have the option to donate stars which will donate meals to families in the U.S., and Classrooms located outside of the U.S. will have the option to donate stars which will donate water tablets to individuals across the globe. More information about donation equivalency and dollar value can be found in [Schedule A](#) below. All donations, in the Dollar Donation Equivalent amount, will be made by Sponsor to UNICEF Kid Power, who will make the donations in accordance with their policies and in their sole discretion, based on the communities of the most critical need. Teachers will be able to see the Total Donations made by their Classroom(s) via the Student Management Dashboard in the Sponsor Product throughout the Contest Entry Period.

Awarding Stars. Teachers may only award stars to students in the Classroom in accordance with the star system for all of the Sponsor Products, available at <https://www.raz-plus.com/technology/student-incentive-awards/>. If Sponsor determines, in its sole discretion, that a Teacher or anyone else has attempted to award additional stars to students for the purposes of this Contest, Sponsor reserves the option to remove the Teacher and Classroom from the Contest, and any future promotions, or take any other action it deems necessary.

SCHEDULE A

Donation Information and Equivalency

<u>Donation Amount</u>	<u>Impact</u>	<u>Dollar Donation Equivalent</u> (USD)	<u>Number Added to</u> <u>Classroom Donation Total</u>
U.S. Classroom Meal Donations			
8000 stars	1 meal	\$0.15 USD	1
20,000 stars	3 meals	\$0.45 USD	3
Non-U.S. Clean Drinking Water Donations			
8000 stars	10 water tablets*	\$0.15 USD	1
20,000 stars	30 water tablets*	\$0.45 USD	3

**tablets: 10 tablets equal 40 liters of water which will provide approximately ten (10) days of clean drinking water.*

DOUBLE YOUR IMPACT. TEACHERS LOCATED WITHIN THE UNITED STATES MAY RECEIVE SEPARATE COMMUNICATIONS FROM LEARNING A-Z ABOUT DOUBLING THEIR CLASSROOM’S IMPACT OF DONATING STARS VIA THE SPONSOR PRODUCT (“DOUBLE YOUR IMPACT”). TEACHER’S MAY CHOOSE TO SIGN UP FOR DOUBLE YOUR IMPACT WITH UNICEF BUT DOING SO WILL NOT IMPACT A CLASSROOMS TOTAL NUMBER OF DONATIONS MADE IN CONNECTION WITH THIS CONTEST. FOR CLARITY, THE DOUBLE YOUR IMPACT PROGRAM IS RUN ENTIRELY BY UNICEF AND HAS NO BEARING ON THIS CONTEST.

4. Determining the Winner. After the conclusion of the Contest Entry Period, the Teacher’s Classroom with the most Total Donations made will be the potential Winning Classroom of the Contest (“Winning Classroom”). In the event of a tie between two (2) or more Classrooms which have the same Total Donations made during the Contest Entry Period, the Winning Classrooms will jointly receive the Prize at the instruction of and as coordinated by Sponsor.

5. Notification of Winners. There will be one (1) Winning Classroom. The Teacher of the Winning Classroom will be notified via the email associated with the Sponsor Product account on or before May 7, 2021.

6. Prize. The Prize will be awarded to the winning Teacher’s Classroom with the most Total Donations for the sole benefit of a single Classroom and will NOT be awarded to the individual Teacher nor to the Teacher’s School. A Teacher may have several Classrooms, but there will only be a single Winning Classroom, except in the event of a Tie, in which case there will be more than one Winning Classroom.

The Prize will consist of the opportunity for the Winning Classroom, or Classrooms in the event of a tie, to collaborate with Sponsor on a student-driven book (“Student Book”) to be published as a non-leveled PDF resource in RAZ-PLUS, as well as made available on www.learninga-z.com. The Student Book will be finalized and expected to be made available in the Fall of 2021, in accordance with the terms below.

The Winning Classroom will be working the Teacher, as guided by Sponsor, to develop the Student Book, on a topic to be chosen by Sponsor in its sole discretion. By accepting the Prize, the Teacher, on behalf of the Winning Classroom, agrees to follow the specifications, guidelines, and timeframes required by Sponsor in the publishing of Student Book, including but not limited: (i) adhering to content, language, and topic guidelines; (ii) working within any templates provided by Sponsor; (iii) participating in external and internal reviews of the Student Book; and (iv) submitting final drafts to Sponsor by applicable deadlines.

Learning A-Z shall exclusively own the Student Book (including, but not limited to any drafts, materials, documents, notes, methods, ideas, designs, concepts, techniques, models) created and developed pursuant to this Contest and the execution of the Prize. Immediately upon the creation of any portion of the Student Book, Company will own all copyrights in such the Student Book and have the right to use, authorize, or license third parties to use, the Student Book in any and all matter and media and in all channels of distribution (whether now known or hereafter devised) throughout the universe in perpetuity without any obligation to the Winning Classroom, Teacher, or School of any kind, including but not limited to any royalty payments or attribution.

To the extent that title to the Student Book (or any portion thereof) would, by operation of law, not vest in Sponsor, the Teacher on behalf of the Winning Classroom hereby agrees to irrevocably transfer, sell, grant, convey, assign, and relinquish exclusively to Sponsor all of its right, title, and interest in and to the Student Book, including all copyrights and equivalent rights, renewals, and extensions thereof, throughout the world. Further, to the maximum extent permitted by law, the Teacher on behalf of the Winning Classroom waives any and all moral rights which the Winning Classroom may have in any such Student Book (or any portion thereof).

Among other conditions detailed in these Official Rules, the granting of the Prize will be subject to all applicable laws, rules, regulations, and the approval of any applicable School and/or governmental agency, as well as the acceptance by such applicable School and/or governmental agency of Sponsor's requirements and conditions in connection with the award and execution of the Prize. If Sponsor believes that the potential award of the Prize (or any portion thereof) to a particular Classroom may violate any law, rule, or regulation, the Sponsor reserves the right in its sole discretion to award the prize to an alternate Classroom (the alternate being the Classroom with the next highest Total Donations), pending verification of eligibility.

The Prize is non-transferable and non-negotiable. No substitutions are permitted except Sponsor reserves the right to substitute or modify the Prize or portion of the prize with one of equal or substantially similar value in case of unavailability or other occurrence preventing the execution of the Prize. Teachers, on behalf of themselves and the Winning Classroom, acknowledge that the Sponsor and all other businesses concerned with this Contest and their agents do not make, nor are in any manner responsible for any warranties, representations, expressed or implied, in fact or in law, relative to any aspect of the Prize.

Winning Classrooms will be responsible for any applicable costs and expenses associated with winning a prize, including but not limited to internet service, computers, personal devices, and any other material required to participate in the Contest or execute the Prize.

7. Publicity. Except where prohibited by law, entry and acceptance of the Prize constitutes permission for the Sponsor and its agents to use the Winning Classroom's Teacher's name, likeness, video, photographs, essays, and statements for purposes of advertising, trade, promotion, and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further payment or compensation, notification, or permission.

8. General Conditions. Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures, human error, or any other factor impairs the integrity of the Contest as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any Teacher/Classroom is finds to be tampering with the entry process or the operation of the Contest, 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 damage any website or undermine the legitimate operation of the Contest is in violation of criminal and civil law, and, should such 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.

9. Release. By receipt of the Prize, the Teacher on behalf of themselves, the School, and the Winning Classroom, agrees to release and hold harmless Sponsor, any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any losses, damages, rights, claims, or causes of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest or resulting directly or indirectly, from acceptance, possession, use, or misuse of the Prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damages, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

10. Limitation of Liability. The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by Entrants, printing errors, or by any of the equipment or programming associated with or utilized in connect with the Contest; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, disconnections in phone lines, or network hardware, or software; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) technical or human error which may occur in the administration of the Contest or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a(n) Entrant, Teacher, School, or Classroom's participation in the Contest, or receipt, or execution of the Prize or while travelling to or from any prize-related activity. If for any reason a Donation(s) is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant has no remedy to recover such Donation(s), but may continue to participate in the Contest, if possible. No more than the stated number of prizes will be awarded.

11. Disputes. Teacher, on behalf of themselves, the School, and the Classroom, agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state court located in New York; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this the Contest but in no event attorneys' fees; and (iii) under no circumstances will Teacher be permitted to obtain awards for, and Teacher 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant, Teacher, Classroom, School, district, and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. Force Majeure. In the event Sponsor is prevented from continuing with the Contest as planned herein by any event beyond its control, including but not limited to fire, flood, hurricane, earthquake, explosion, epidemic or pandemic, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any winner, Sponsor shall have the right to modify, suspend, extend, or terminate the Contest. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Contest or use or redemption of any prize.

13. Limitation of Liability for Web Access. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Sponsor run websites or Sponsor Products. The Sponsor is not responsible for injury or damage to an Entrant's or to any other person's computer related to or resulting from participating in this Contest or downloading and/or uploading materials in connection with this Contest. If for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its

sole discretion to cancel, terminate, modify, or suspend the Contest and determine a Winner from the total donations received at the time such action is taken.

Entry materials or data that have been tampered with or altered, or mass entries or entries generated by a script, macro, or use of automated devices are void. Entries made through the use of any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void. Sponsor is not responsible for lost, late, damaged, or misdirected entries or Donations.

14. Privacy Policy. By participating in the Contest, Entrant agrees that collected information may be used for further mailings (via U.S. mail or e-mail) by Sponsor regarding its products and services including current offers and promotions, in addition to be used to notify the Teacher of the Winning Classroom. Refer to the Sponsor's privacy policy at: <https://lazcommunity.force.com/knowledgebase/s/article/Privacy> to learn how to opt-out if you do not wish to receive further future offers from Sponsor.

15. Sponsor. Learning A-Z, LLC, 1840 East River Rd., #320, Tucson, AZ, 85718, USA

16. Winner List Requests. The Teacher of the Winning Classroom will be announced to Sponsor customers (1) via email who have opted-in to communications from Sponsor, and (2) on the Sponsor blog available at: <https://www.learning-a-z.com/site/breakroom/unicef-kid-power-2021> after the Contest Entry Period. To receive a winner list or copy of these Official Rules, send a stamped, self-addressed envelope to Sponsor within three (3) months after the Contest Entry Period ends, which is July 30, 2021. Please address the request to Sponsor at: Learning A-Z, 2021 Learning A-Z UNICEF Kid Power Classroom Challenge Contest Information Request, Attention: Gary, A., Learning A-Z, 1840 East River Rd., #320, Tucson, AZ, 85718, USA