

**Learning A-Z® 2022 Back to School Survey Sweepstakes**  
**OFFICIAL RULES**

**NOT OPEN TO THE GENERAL PUBLIC. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.** [Click here](#) for a copy of these Official Rules.

**1. ENTRY PERIOD.** The Learning A-Z® 2022 Back to School Survey Sweepstakes (this “Sweepstakes”) begins on August 1, 2022 12:00:01 AM Central Time and ends on October 11, 2022 11:59:59 PM Central Time (the “Entry Period”). Sponsor’s computer is the official time-keeping device for this Sweepstakes.

**2. ELIGIBILITY.** This Sweepstakes is only open to K-12 Educators who: (i) have an active Learning A-Z account as of 7/31/22 and access to any of the Learning A-Z products; (ii) are currently full or part-time employees at a School/school district or a homeschool Educator; (iii) legal residents of the 50 United States, including the District of Columbia, or Canada; and (iv) who are at least 21 years old at the time of entry (“Entrant” or “Educator”). 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 in Canada. Employees, officers, directors, or agents of Sponsor and its affiliate companies, as well as their immediate family members (spouse, parents, siblings and children) and household members of each such employee of such entities are ineligible to enter. This Sweepstakes is subject to all applicable federal, state, municipal and local laws and regulations. Void in Puerto Rico, the U.S. Territories and Possessions, and where prohibited or restricted by law. **All prizes will be awarded to the winning Educator’s Classroom or School of employment for educational purposes and/or for the benefit of the School or Educator’s classroom and will NOT be awarded to the individual winning Educator or Entrant for their personal use.**

By participating in this Sweepstakes and subsequently accepting any Prizes awarded, the Entrant represents and warrants that the Entrant has reviewed any policies or restrictions related hereto, including the School or Classroom’s potential involvement or use of the Prize, and that your participation does not violate any school or district policies with which an Entrant is required to comply. The awarding of prizes is subject to any such policies. If, for any reason, an Entrant is unable to accept a Prize, including due to School or district policies, the Prize will be forfeited, and Sponsor will have no further obligation to such Entrant. Sponsor hereby disclaims any and all liability or responsibility for disputes arising between and Entrant, School, or district related to this Sweepstakes.

**3. HOW TO ENTER.** There is one (1) method of entry.

**Complete the Survey.** During the Entry Period, Sponsor may invite individuals either via social media post, landing page, or email to complete a survey for active users of Learning A-Z products to provide insight into their product experience at the following link: <https://www.surveymonkey.com/r/6P83T5K>. To participate in this Sweepstakes, an eligible individual must provide the information requested and submit a completed survey entry (and “Entry”). Once an eligible individual submits the survey, no further action is required to enter the Sweeps. All Entries must be received by Sponsor’s server by 11:59:59 PM CT on October 11, 2022.

**4. ENTRIES.** **There is a limit of one (1) Entry per person.** Any automated confirmation of submission will not constitute proof of actual receipt of an entry by Sponsor. Entries cannot contain profanity, violence, threatening language, illegal or offensive material, derogatory or defamatory comments, or be inappropriate, indecent, or obscene as determined by Sponsor, in its sole discretion. Entries must be in keeping with Sponsor’s image and may not violate the privacy rights or publicity

rights of any person or otherwise infringe upon any person's or entity's intellectual property, personal or proprietary rights. All non-conforming entries will be disqualified, as determined by Sponsor in its sole discretion. Any incomplete or garbled entries will be disqualified. You agree to hold Sponsor harmless in the event that your entry violates any third-party intellectual property, publicity or privacy rights. Once submitted, all entries become the exclusive property of Sponsor and will not be returned. By responding to the survey, you acknowledge and agree that: (i) Sponsor may use or not use any product improvement suggestions in entries in its discretion; (ii) Sponsor is under no obligation to attribute any product improvement ideas to any particular entrant; and (iii) it is possible that Sponsor, its employees and agents have independently developed similar concepts on their own.

**5. PRIZE(S) & APPROXIMATE RETAIL VALUES ("ARVs"); ODDS; DRAWING; WINNER NOTIFICATION.** All prizes will be awarded to the winning Educator's Classroom or School of employment for educational purposes and/or for the benefit of the School or Educator's/Entrant's classroom and will NOT be awarded to the individual winning Educator or Entrant for their personal use. Sponsor will award twenty-one (21) prizes. The Grand Prize is one (1) Cricut Machine (Approximate Retail Value: \$299.99). Sponsor will also award twenty (20) Learning A-Z Swag Totes which will include Learning A-Z branded items (ARV \$15) to the first twenty (20) eligible Entries. Odds of winning a prize depend on the number of eligible entries received during the Entry Period. **Limit one (1) prize per person.** Sponsor makes no representation to any winner as to the fitness or suitability of a prize for any purpose, and Sponsor hereby disclaims any and all warranties, express or implied, concerning any prize. The first twenty (20) eligible entries received will receive a Learning A-Z Swag Tote at the address provided in the Entry. Following the conclusion of the Entry Period, on or around October 21, 2022, Sponsor will randomly select a potential Grand Prize winner from among all eligible Entries submitted during the Entry Period. All entries must conform to these Official Rules to be eligible. By entering this Sweepstakes, each entrant consents to be contacted by via the email provided in the Entry for purposes relating to this Sweepstakes. A potential winner is required to respond within two (2) days of Sponsor's initial notification attempts. A potential winner may be required to sign, have notarized and return an affidavit of eligibility and release of liability and publicity release and IRS Form W-9 (Request for Taxpayer Identification) within five (5) business days of potential winner's receipt of such documents to claim a prize. Winner may also be required to provide a copy of winner's driver license for eligibility verification. If potential winner (1) cannot be contacted; (2) fails to reply to notification within two (2) days of notification; (3) fails to comply with these Official Rules; and/or (4) does not return any required documentation or eligibility verification by the due date, then the potential winner may be disqualified and the prize forfeited and Sponsor may select an alternate potential winner from the remaining eligible entries received during the Entry Period. Once a winner is confirmed, the Winner may be announced and featured on Sponsors social media accounts, in Sponsors discretion. Sponsor shall not be held responsible for any delays in awarding a prize for any reason. Please allow up to thirty (30) days for prize delivery after winner verification. Prize is non-transferable. No prize substitution or cash equivalent of any prize is permitted, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. All taxes or expenses, including, without limitation, sales tax, federal, state and local income tax, and any other costs incurred in claiming or using prize, are the sole responsibility of the prize winner.

**6. GENERAL TERMS.** Any attempted form of participation in the Sweepstakes other than as described in these Official Rules is void. Entries received from an entrant in excess of the stated limitation will be void. Multiple entrants are not permitted to share the same email address. If it is discovered that an entrant attempts to receive additional entries in excess of the stated limitation, including, without limitation, if an entrant is found to use multiple email addresses to enter this Sweepstakes, then the entrant may, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner or entrant, the winner or entrant will be the person who is the authorized account holder of the email address used to enter the Sweepstakes. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Sponsor reserves the right to disqualify any individual found, in Sponsor's

sole discretion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third party, or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT, TO THE FULLEST EXTENT PERMITTED BY LAW.

**7. LIMITS ON LIABILITY.** By entering, Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which will be final and binding in all respects. By entering, entrants acknowledge and agree that Sponsor, its affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agencies (the “**Released Parties**”) are not responsible and shall have no liability for: (a) entries that contain incomplete or inaccurate information or do not otherwise comply with these Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged, garbled, misdirected, or otherwise not received by Sponsor or its agents for any reason; (c) any typographical or other error in any materials relating to this Sweepstakes; (d) any problems or technical malfunctions, or causes beyond Sponsor’s reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. Except where prohibited by law, by participating, entrants and winners agree to, and hereby waive, release and hold harmless the Released Parties from and against (1) any and all claims, actions, and/or liability, for loss, harm, damage, injury, cost or expense whatsoever and of any kind with respect to or in any way arising from entry or participation in the Sweepstakes and/or in any Sweepstakes-related activity and/or use of the prize, including, without limitation, property damage, liability for personal injury (including emotional distress), and/or death caused, directly or indirectly, from the awarding, acceptance, possession, use, misuse, loss or misdirection of any prize, and (2) for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of this Sweepstakes; or (ii) acting in violation of these Official Rules. If Sponsor determines, in its sole discretion, that this Sweepstakes cannot be executed as planned, including, but not limited to, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, or if this Sweepstakes is compromised in any way, electronically or otherwise, Sponsor reserves the right to terminate this Sweepstakes, and to award the prize by a random drawing from all eligible entries received prior to the date of cancellation or suspension.

**8. PRIVACY.** Any personal information collected from an entrant’s participation in the Sweepstakes is subject to use in accordance with Sponsor’s privacy policy available at <https://lazcommunity.force.com/knowledgebase/s/article/Privacy>.

**9. PUBLICITY RELEASE.** By entering the Sweepstakes, entrant grant Sponsor and its designees the perpetual worldwide right to use and/or publish entrant’s name, biographical information, photos and/or other likeness, Entry information, and any statements or testimonials, in whole or in part, for promotion, trade, commercial, marketing advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, without additional compensation or notice to entrant, or review or approval by entrant, except where prohibited by law.

**10. GOVERNING LAW; FORUM.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Sweepstakes, 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 which

would cause the application of the laws of any jurisdiction other than the State of New York. If any part of these Official Rules is deemed to be invalid or otherwise unenforceable or illegal, the balance of the Official Rules shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM INDIRECT, 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.

**11. SPONSOR.** The "Sponsor" and administrator of this Sweepstakes is Learning A-Z Ltd., 1840 E River Rd, Tucson, AZ.

**12. WINNER LIST.** 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 Entry Period ends. Please address the request to Sponsor at: Learning A-Z Ltd., Survey Sweepstakes Information Request, Attention: K. Turnbloom, 1840 E River Rd, Tucson, AZ.