

## Learners Edge 2017 Amazing Teacher Contest

### Official Rules

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THIS CONTEST.** A purchase will not improve your chance to win. Void where prohibited. Subject to all applicable federal, state and local laws.
2. **ELIGIBILITY TO PARTICIPATE.** In order to participate in the Learners Edge 2017 Amazing Teacher Contest (the "Contest"), both the person nominating (the "Nominator") and the person being nominated (the "Entrant") for the Contest must be legal residents of the continental U.S. or Hawaii. Employees of Learners Edge, LLC. (collectively, the "Company"), its affiliates, advertising and promotion agencies, and website providers (individually or collectively, the "Promoters") and their immediate family members and/or others living in the same household may not participate in the Contest, either as Nominators or as Entrants.
3. **HOW DO I ENTER?** To enter the Contest, the Nominator must fill out an entry form nominating the Entrant (the "Entry Form") as an "Amazing Teacher". The Nominator is nominating the Entrant, not himself or herself, to win a prize.

The Entry Form can be found on the [Learners Edge Website](#). The Entry Form must be filled out completely, and in English. Entry Forms that are illegible, incomplete, or not in English will be disqualified. To complete the Entry Form Nominators will be required to answer questions about themselves and the Entrant, including describing why the Entrant is an Amazing Teacher.

By entering this Contest and agreeing to these Official Rules, each Nominator represents and warrants that he or she is the person listed on the Entry Form and the author of the Entry Form submitted in connection with the Contest. Nominators agree to fully indemnify Sponsor for all damages incurred as the result of the use of another's image, photograph, or written work. Entry Forms may not be offensive or defamatory, as determined by Sponsor in its sole discretion. Sponsor is not responsible for incorrect, inaccurate or incomplete entry of information or for entries which are lost, late, delayed, misdirected, electronically garbled, damaged, incompletely received, otherwise defective or lost in cyberspace due to any reason, all of which will void the entry. Proof of sending will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest and award a prize from entries received up to the time of termination or suspension should a virus, bug or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Contest or proper submission of Entry Forms.

Entry Forms must be submitted online by **11:59PM, CDT on April 14, 2017**. All Entry Forms must be submitted during the Contest Entry Period to be eligible.

4. **NUMBER OF ENTRIES.** Each Nominator may submit only one Entry Form and may nominate only one Entrant. The Entry Forms of Nominators who are determined to have submitted more than one Entry Form or to have nominated more than one Entrant will be disqualified.

An Entrant may be nominated by more than one Nominator; in that case, each Nominator's Entry Form will be a separate entry and will be considered individually. An Entrant is not eligible to win more than one prize.

**5. CONTENT REQUIREMENTS FOR ENTRY FORM.**

All content in Nominator's Entry Form must be entirely original.

Once the Nominator has submitted his or her Entry Form, the entry is final and may not be modified or edited. Nominators are solely responsible for transmission of Entry Forms and assume all risk that such Entry Forms are not received by Sponsor or are received incompletely. Sponsor shall have no liability or obligation with regard to Entry Forms which are not received, or are received incompletely, without regard to the reasons for such incompleteness or non-delivery.

**6. CONDITIONS OF ENTRY.** As a condition of participating in the Contest, and by submitting an Entry Form, Nominator warrants and represents that the Entry Form and all of its content:

1. is original and owned by Nominator;
2. contains all necessary rights and permissions from persons other than the Nominator who are referenced on the Entry Form; and
3. does not infringe the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party. Sponsor's determination as to whether the content of the Entry Form potentially violates the rights of any third party, made in its sole discretion, is final.

**7. HOW DO I WIN?** In its sole discretion, a panel of judges appointed by Sponsor will select a single grand prize winner (the "Grand Prize Winner") and two runners-up (the "Runner-Up Winners") (collectively the "Winners") from among the Entrants, based upon the information provided by the Nominators. Winners will be selected based on, in order of importance, alignment with the Amazing Teacher theme, creativity, emotional appeal and overall response quality. Promoters will attempt to contact the Winners and their Nominators by phone and/or email, using the information provided on the Entry Form. The selection of the Winners will be announced to the public on or about May 1, 2017. If Learners Edge, LLC is unable to get in touch with the chosen grand prize winner or runners-up between the dates of April 18 and April 28, 2017, the prize that such Winner would otherwise have received is irrevocably forfeited, and Sponsor may award the prize to another Entrant using the same procedure described above.

In order for the Grand Prize Winner to receive the Grand Prize, both the Grand Prize Winner and her Nominator must sign and return the Consent and Release Agreement referenced below within seven (7) days from date of notice. In order for a Runner-Up Winner to receive a Runner Up Prize, both the Runner Up Winner and her Nominator must sign and return the Consent and Release Agreement referenced below within seven (7) days from date of notice.

Odds of winning depend upon the number of entries received and the judgment of the panel of judges appointed by Sponsor.

Winners are subject to verification of eligibility and identity per these rules which must be completely satisfactory as determined by Sponsor in its absolute and sole discretion.

#### **8. WHAT CAN I WIN?**

##### **The Grand Prize Winner will receive:**

1. A \$500 check made out to the teacher personally.
2. Learners Edge will also make a donation of \$500 to the Grand Prize Winners School of employment.

##### **Each Runner-Up Winner will receive:**

1. A \$250 check made out to the teacher personally.
2. Learners Edge will also make a donation of \$250 to the runner-up's school of employment.

Winners may not request prize substitution or cash redemption. Prizes are not transferable. Sponsor reserves the right to substitute any prize, or variations of any part of a prize in its sole discretion. Sponsor makes no warranties or disclaimers concerning the prizes beyond those customarily given by Sponsor or already given by third parties in connection with any part of the prizes.

#### **9. REQUIREMENTS OF GRAND PRIZE WINNER.** As a precondition to the award of the Grand Prize, the Grand Prize Winner and her Nominator must:

1. Return Consent and Release Agreements, executed by Grand Prize Winner and her Nominator.
2. In the Consent and Release Agreement, Grand Prize Winner and her Nominator will be required, wherever lawful, to agree in writing that:
  1. Sponsor may use the name, image, likeness and persona of Grand Prize Winner and her Nominator in any print, Internet and television advertising, filming behind the scenes, and interviews. All such photographs, audio or video recordings and/or related material shall be the property of Sponsor.
  2. Sponsor has the ultimate right, in its sole discretion, to make the final determination on all aspects of any photos, audio, or video recordings of Grand Prize Winner and her Nominator, including the ultimate use or non-use of the images and/or recordings.
  3. Nominator assigns or licenses the intellectual property rights in his or her winning Entry Form to Sponsor.
3. Grand Prize Winner and his or her Nominator will be required to commit to participate in the Contest without any compensation (other than the Prize) or right of approval. Such participation may include, but is not limited to:

1. Participation in and assistance with (including providing personal photos and information as requested) photo, audio, and video appearances as reasonably requested by Sponsor for a period of up to one year after Grand Prize Winner's selection as Grand Prize Winner;
2. Participation in media interviews and/or mentions in press releases for a period of up to one year after Grand Prize Winner's selection as Grand Prize Winner;
3. Inclusion in print, television and online marketing and promotional materials for a period of up to one year after Grand Prize Winner's selection as Grand Prize Winner;
4. Indefinite use of Grand Prize Winner and Nominator's names, likeness and statements in online channels, including but not limited to Sponsor's website, Facebook, Twitter, and other social media accounts.
5. Grand Prize Winner and his/her Nominator must agree in writing to such other provisions as Sponsor may reasonably require, in its sole discretion.

In the event the Grand Prize Winner and/or her Nominator fail to complete any of the aforementioned requirements, such Grand Prize Winner may be disqualified and the Grand Prize may be awarded to another Entrant, in Sponsor's sole discretion.

**10. REQUIREMENTS OF RUNNER-UP WINNERS.** As a precondition to the award of the Runner-Up Prize, each Runner-Up Winner and her Nominator must:

1. Return Consent and Release Agreements, executed by Runner-Up Winner and his/her Nominator;
2. In the Consent and Release Agreement, each Runner-Up Winner and his/her Nominator will be required, wherever lawful, to agree in writing that:
  1. Sponsor may use the name, image, likeness and persona of Runner-Up Winner and her Nominator in any print, Internet and television advertising, filming behind the scenes, and interviews. All such photographs, audio or video recordings and/or related material shall be the property of Sponsor.
  2. Sponsor has the ultimate right, in its sole discretion, to make the final determination on all aspects of any photos, audio, or video recordings of Runner-Up Winner and his/her Nominator, including the ultimate use or non-use of the images and/or recordings.
  3. Nominator assigns or licenses the intellectual property rights in his or her winning Entry Form to Sponsor.
  4. Indefinite use of Runner-Up's & Nominator's names, likeness and statements in online channels, including but not limited to Sponsor's website, Facebook, Twitter, and other social media accounts.
3. Runner-Up Winner and his/her Nominator must agree in writing to such other provisions as Sponsor may reasonably require, in its sole discretion.

In the event a Runner-Up Winner fails to complete any of the aforementioned requirements, such Runner Up Winner may be disqualified and her Runner-Up Prize may be awarded to another Entrant, in Sponsor's sole discretion.

11. **ADDITIONAL TERMS.** Promoters and their promotional and advertising agencies shall have no liability and shall be released and held harmless by Nominators and Entrant(s) for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize or participation in this Contest.
12. **PRIVACY.** Information Nominators and Entrants provide to Learners Edge will be used to communicate with Nominators and Entrants regarding this Contest and otherwise as set forth in these Official Rules, as well as to contact Nominators and Entrants at a later date with respect to products or services that the Promoters believe may be of interest to them. By submitting an entry, all Nominators and Entrants acknowledge and agree that the personal information that they have provided will be maintained on the Learners Edge's server and/or the server of those responsible for administering the drawing, all in accordance with the Learners Edge Privacy Statement available at [www.LearnersEdgeInc.com](http://www.LearnersEdgeInc.com)
13. **DISPUTES.** Each Nominator and Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Nominators or Entrants be permitted to obtain awards for, and Nominators and Entrants hereby waive 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Nominators, Entrants and Promoters in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law, rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.
14. **HOLD HARMLESS.** By participating in the contest, you agree to release and hold harmless Facebook, the Promoters and their employees, officers, affiliates, agents, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in this Contest, including infringement of intellectual property rights. Learners Edge LLC. and each of its employees, directors, officers, affiliates, agents, and advertising and promotional agencies assume no responsibility or liability for any damages, injuries, claims, causes of action, or losses of any kind resulting in whole or in part from this Contest.
15. **FACEBOOK.** PARTICIPANTS ACKNOWLEDGE THAT THE CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. PARTICIPANTS AGREE TO

RELEASE AND HOLD HARMLESS FACEBOOK FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST.F

16. **SPONSOR.** Learners Edge LLC, 10523 165<sup>th</sup> Ave W., Lakeville, MN 55044 is the sponsor of this Contest. This Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook. Sponsor reserves the right to cancel the Contest at any time and substitute another promotion in its place.
17. **CONTEST RESULTS AND OFFICIAL RULES.** To obtain the identity of the Winners and/or a copy of these Official Rules, send an email request to [marketing@learnersedgeinc.com](mailto:marketing@learnersedgeinc.com).

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