

PAXTON/PATTERSON Got Grit™ Contest

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Eligibility: Except where regulated or restricted by law, the PAXTON/PATTERSON Got Grit (“**Contest**”) is open to legal residents of the 50 United States and the District of Columbia who are classroom instructors of a PAXTON/PATTERSON Learning Systems Lab prior to the beginning of and throughout the Contest Period (“**Entrant(s)**”). Employees of PAXTON/PATTERSON LLC (“**Sponsor**”), and its subsidiaries, affiliates, distributors, advertising and promotion agencies, and agents and such employees’ immediate family members (including, without limitation, spouse, parent, child or siblings, and their respective spouses, regardless of where they reside) and individuals living in the same households of these individuals, whether or not related, are not eligible to enter or win. This Contest is void in Rhode Island, New York, and Florida.

Entry Period: The Contest begins October 1, 2018 and ends April 30, 2019 (“**Contest Period**”). The Contest Period is divided into seven (7) entry periods, one for each month from October 2018 through the month of April 2019 (each an “**Entry Period**” or collectively the “**Entry Periods**”). The first Entry Period begins at midnight Central Time (“**CT**”) on October 1, 2018 and ends at 5:00 p.m. CT on October 31, 2018, each additional Entry Period begins at midnight CT on the first day of the month and ends at 5:00 p.m. CT on the last day of that month.

How to Enter the Contest: Classroom instructors may submit student work (the “**Work**”) to enter the Contest by (a) completing the **Submission Form** found on the PAXTON/PATTERSON website at <http://www.paxtonpatterson.com/contest> (the “**Contest Web Site**”), and (b) submitting the completed form, along with a link to the **Work**. All Submissions must be (a) based on a Paxton/Patterson Learning System Activity (b) consistent with the theme of this Contest: “conveying a message related to perseverance in learning” and (b) made with parent or guardian permission as required by the School Sponsor's district policy. All video Submissions must be less than four (4) minutes in length. The link to the Submission must be active through the end of the Entry Period; Submissions with inactive links are not eligible. Each Submission must specify a school sponsor which is the school at which the Entrant teaches and which is attended by the student (the “**Student**” or **Team/Group** that created the **Work** (the “**School Sponsor**”). A “**Team/Group**” means 2-4 students attending the School Sponsor that are assigned to work together in a module of a PAXTON/PATTERSON Learning Systems Lab. All Submissions must be in English or have English subtitles. By submitting an entry, Entrant expressly acknowledges compliance with these Official Contest Rules, including all eligibility requirements. Schools and classes within schools may make multiple Submissions in any and all Entry Periods; however, **LIMIT ONE (1) ENTRY PER STUDENT OR TEAM/GROUP PER ENTRY PERIOD.**

Conditions of Submission: By submitting an entry, each Entrant represents and warrants that: (i) the Submission is the sole and original creation of the Entrant and/or the Student or the Team/Group and has not been copied in whole or in part from any other work; (ii) the Submission does not and will not violate any applicable laws, and is not and will not be indecent, obscene, hateful, tortious, defamatory, disparaging, or libelous; (iii) the Submission does not contain depictions of third party

artistic works, copyrights, trademarks, services marks trade names, logos, or similar brand identifying marks or violate or infringe any copyright, trademark, service mark, trade name, or other proprietary right of any third party (including but not limited to rights of privacy or publicity); (iv) the Submission does not contain content which refers to competitors of Sponsor, or any product competitive with any product of Sponsor; (v) the subject(s) and/or persons depicted in the Submission have given consent to its submission into the Contest and its use as contemplated by these Official Contest Rules; and, (vi) the Entrant has the permission of the School Sponsor specified in the entry to receive a prize. By entering, the Entrant irrevocably grants to Sponsor and its affiliates, and their respective successors and assigns, a non-exclusive, transferable, fully-paid, royalty-free, worldwide, perpetual license, including the unlimited right to sublicense, reproduce, modify, publicly perform, publicly display, distribute, and use the Submission by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on Sponsor's website and social media pages, without limitation or compensation to the Entrant and without right of notice, review or approval of any such use of the Submission; and Entrant and/or the Student or the Team/Group agrees to execute all further documents respecting the Submission requested by Sponsor, including any further license, in order for Sponsor to use the Submission as contemplated by the Contest. By entering, each Entrant further warrants and represents that Entrant has received all rights which may be necessary from the Student and/or the Team/Group and any person or entity depicted in the Submission to grant the foregoing license. All entries become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into by Sponsor to Entrant regarding the status of an entry.

Submitting an entry is not an indication that the Entrant has won a prize or is otherwise eligible for a prize; and proof of sending or submission of an entry will not be deemed to be proof of receipt by Sponsor.

Void Submissions: Entries that are deemed by Sponsor, in its sole discretion, to be in violation of these Official Contest Rules or not in keeping with the image of the Sponsor will be void. Sponsor is not responsible for lost, late, illegible, misdirected, damaged, incomplete, garbled, corrupt or unintelligible entries, or for other errors appearing in these rules or other Contest materials, misprints or errors in other Contest related information, garbled communications, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Contest, processing errors, human errors or otherwise. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Contest Web Site, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Entrant may not participate with multiple e-mail addresses. If multiple entries are received from any person or e-mail address, all such entries will be disqualified.

Selection: At the end of each of the seven Entry Periods, the Sponsor will select at random a winner from all qualifying entries received during each Entry Period.

Odds: The odds of winning a Prize depend on the number of eligible entries received during the Entry Period; and, the odds of winning a Grand Prize depend on the number of eligible entries received during the Contest Period.

Prizes and Delivery: Prizes will be awarded once the winner has been verified. The Prize will be awarded to the School Sponsor specified in the winning Submission. The "Prize" consists of 1) a (1) pizza party for the class and period for which the winning Submission for the Entry Period belongs which includes: pizza and soft drinks by a supplier of the Sponsor's choosing with an approximate retail value (including delivery) of up to \$150 and 2) a (1) \$100 Visa gift card for either the winning Student or the winning Team/Group (to be split among the members) (additional terms and conditions of the Visa gift card apply). The total approximate retail value of all prizes is a maximum of \$850. Any difference between actual value and stated value of a prize will not be awarded. Return of any prize notification as undeliverable will result in disqualification and selection of an alternate winner. If winner cannot or will not accept the prize, the prize will be forfeited and an alternate winner may be selected. All prizes will be awarded provided a sufficient number of eligible entries are received. Prizes which are not awarded in an Entry Period will not roll over to subsequent Entry Periods. All federal, state, and local taxes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winners. Prizes are non-transferable; there are no cash redemptions or substitutions for prizes except at Sponsor's sole discretion; and, prizes must be accepted by the winner as awarded.

Conditions: Winners of the Prizes will be announced at the end of each Entry Period via www.paxtonpatterson.com website. Contest winners and their winning Submissions will be posted online at www.paxtonpatterson.com. Winners will also be notified by phone, mail, or email (as specified in the winner's entry) within seven (7) business days of the selection. Each winner will be required to complete and return an affidavit of eligibility and liability release and, except where prohibited, a publicity release (the "Affidavit/Release"). The winner will have seven (7) business days from the date of receipt to complete, sign, and return to Sponsor the Affidavit/Release. If the Affidavit/Release is not returned within seven (7) days or if the winner is found to be ineligible or not in compliance with these Official Contest Rules, the winner will forfeit the prize awarded and an alternative winner may be selected.

Applicable Law: This Contest is governed by the laws of the state of Illinois without regard to any choice of law provisions. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state, and local courts located in Cook County, IL; (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 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.

Privacy: Any personally identifiable information collected during this Contest will be collected by Sponsor and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at www.paxtonpatterson.com, and as allowed by law.

Release: Except where prohibited, by accepting a prize, each winner (including each Student or each member of the Team/Group) grants permission for Sponsor and its agents to use his/her name, video, voice, biographic information and/or likeness, for Sponsor's advertising, merchandising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial

or time limitations and without additional compensation. For Submissions posted on Sponsor's website, Entrants acknowledge and agree that: (a) while the Sponsor will seek to accurately present these Submissions on the website, the Submissions as posted on the website may differ from the Submissions as originally submitted by Entrants due to technological malfunction, error, defect, limitation and/or modifications and the Sponsor and its agencies shall have no liability related thereto; (b) the Sponsor may append comments/commentary of their sole choosing, to one or more Submissions in its sole and absolute discretion; and (c) Entrant hereby releases and discharges the Releasees (as defined below) from all liability resulting from any distortion, alteration, or faulty reproduction which may occur in the dissemination or use of any Submission.

Limitation of Liability and Remedies: NEITHER THE SPONSOR NOR ANY OTHER RELEASEE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTEST, ANY SUBMISSION OR USE OF THE SUBMISSION, OR ANY CONTENT EMBODIED THEREIN, INCLUDING WITHOUT LIMITATION ANY LIABILITY, LOSS, INJURY OR DAMAGE TO ENTRANT OR ANY OTHER PERSON OR ENTITY, INCLUDING PERSONAL INJURY OR DEATH, OR DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF ENTRANT'S ENTRY IN THIS CONTEST, THE USE OF ANY SUBMISSION, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE. Sponsor is not responsible for any: (a) telephone, computer, hardware, software, satellite, programming or interrupted or unavailable network, server or other connections, network malfunction, or other technical failures or errors, or failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Sponsor, including inability to access the Contest Web Site, submit entries or other disruption related to Internet traffic, virus, bug, or nonauthorized intervention; (c) damage caused by computer virus or otherwise resulting to any computer from Entrant's access of the Contest Web Site, whether human, mechanical or electronic; or (d) incorrect or inaccurate information whether caused by Contest Web Site users or by any of the programming or equipment associated with or used in the Contest.

Indemnification: By participating in this Contest, Entrants and each Student and/or Team/Group member agree to release, indemnify and hold harmless Sponsor, its respective affiliated companies, subsidiaries, printers, advertising and promotion agencies and each of their respective employees, officers, directors, representatives and agents (collectively, the "Releasee(s)") from any and all liability for any injuries, losses or damages of any kind to persons, including death, or property arising in whole or in part, directly or indirectly, from acceptance, use or misuse of a prize, participation, or inability to participate in the Contest.

Official Contest Rules: The terms of the Contest, as set out in the Official Contest Rules, are not subject to amendment or counter-offer, except as set out herein. Sponsor's decisions with respect to the Contest are final and binding. If any provisions of the Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Any attempt to deliberately damage the Contest Web Site or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including

criminal prosecution. Sponsor's failure to enforce any term of these Official Contest Rules will not constitute a waiver of that term. If, for any reason, the Contest is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures or any other causes which Sponsor deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and such that all unawarded prizes remaining at the time of modification or suspension shall be awarded to eligible non-winning participations selected by random drawing conducted by Sponsor from among all eligible non-winning entries unaffected by technical failures and received prior to the action. Sponsor shall post notice of such action on the Contest Web Site.

Sponsor: The Contest is sponsored by PAXTON/PATTERSON LLC. 4141 W. 126th Street, Alsip, IL 60803