

HEARTLAND SCHOOL SOLUTIONS GROWTH GRANTS CONTEST OFFICIAL RULES

1. **DESCRIPTION OF THE CONTEST.** The “Heartland School Solutions Growth Grants Contest” (the “**Contest**”) is sponsored by Heartland School Solutions (“**Heartland**”). The Contest provides entrants the opportunity to share an idea for a project designed to encourage the use of MySchoolBucks for payments. Winning submissions may receive a growth grant of up to \$1,000 in the name of the entrant’s school or district, as applicable (the “**School**”) for use in connection with the submitted project. “Submissions” (as defined below) will be accepted electronically beginning on June 1, 2019 and the submission period is scheduled to end at 12:00 p.m. EST on July 31, 2019 (the “**Submission Period**”). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Heartland, which shall be final and binding in all respects. In the event there is a conflict between Contest materials and these Official Rules, these Official Rules shall prevail and govern.
2. **WHO MAY ENTER.** The Contest is open only to those legal residents and citizens of the United States (the “**Territory**”) who are (i) at least 18 years of age or older at the time of entry; (ii) have children who are enrolled in a School; and (iii) participants in the MySchoolBucks Back-To-School Program prior to the start of the Submission Period. Officers, directors and employees of Heartland and persons who are immediate family members of any such directors, officers and employees (collectively “**Promotion Entities**”) are not eligible to enter or win. The Contest is void where restricted or prohibited by law.
3. **HOW TO ENTER.** To participate in the Contest, each entrant must visit the Heartland School Solutions website at <http://info.heartlandschoolsolutions.com/msb-grant-2019> (the “**Website**”), fill out the Growth Grant Application form found there, and follow the uploading/submission instructions for the Submission. Each Submission that is entered into the Contest must meet the “Submission Requirements” set forth below.

Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the privacy policy located at <https://www.myschoolbucks.com/ver2/etc/getprivacy>. Any communication or information transmitted to Heartland and/or the Website by electronic mail or otherwise will be treated as non-confidential and nonproprietary. Submissions will not be returned or acknowledged, so entrants are advised to retain a copy of their Submission and other submission materials for their records.
4. **SUBMISSION REQUIREMENTS.** Each submission that is entered into the Contest must meet ALL of the “Submission Requirements” set forth below to be considered (a submission that meets all such requirements will be referred to as a “**Submission**”) (any submission that, in Heartland’s good faith judgment, violates the following criteria will be disqualified):
 - a) The Submission must describe how your School will use the Prize in connection with a project (the “**Project**”) to promote participation in your School’s meal program and the use of MySchoolBucks (e.g., build a school garden, purchase branded uniforms for school staff, host a nutrition program information table at an open house event, or purchase signage or flyers for your school nutrition program). You may include photos. All Submissions that are submitted must include a title, the author’s full name and email address, and the full name, employer and the name of and address of your School and School district.
 - b) The Submission must be the submitting entrant’s original, previously unpublished work;
 - c) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Heartland reserves the right, in Heartland’s sole discretion, to disqualify the applicable Submission);
 - d) No substitutions of new drafts for Submissions will be accepted under any circumstances once the original Submission is submitted for consideration;
 - e) Submissions that are obscene, pornographic, libelous or otherwise objectionable will be disqualified.
5. **WINNER SELECTION.** Up to 300 winners will be selected on a rolling basis during the Submission Period by a panel of judges (the “**Judging Panel**”) selected by Heartland in its sole discretion. The Judging Panel will select the winning Submissions based on an evaluation of each Submission’s message, potential impact and creativity. The decisions of the Judging Panel are final and not subject to appeal. The winners will be notified by e-mail, using the contact information provided at the time of entry within ten (10) days after the end of the Submission Period. Heartland shall have no liability for any winner notification that is lost, intercepted or not received by the

potential winner for any reason. If any potential winner does not respond within the time required by Heartland, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to the next highest scoring Submission.

6. PRIZES. Up to 300 winners will be selected. Each winner will receive a growth grant of up to one thousand dollars (\$1,000) for use in connection with the Project described in your Submission. Prizes will be awarded in the name of the School. The prize must be used for the Project and Heartland reserves the right to visit your School to view the Project or request proof (e.g. pictures) that the prize was used for the Project. Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotional materials are for illustrative purposes only. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Heartland in its sole discretion. No cash alternative or substitution of the prizes will be allowed, except Heartland reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each prize winner's School shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.
7. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each person who enters this Contest represents and warrants to Heartland as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory, libelous, pornographic, or obscene. Each entrant (and any minor entrant's parent or legal guardian) hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
8. DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS. Because of the unique nature and scope of the Contest, Heartland reserves the right, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Heartland cannot accurately predict the number of contestants who will participate in the Contest.
9. PUBLICITY RELEASE/LICENSE TO USE. By participating in the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, user name, likeness, biographical information and Submission(s) in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, on or in connection with the Website, MySchoolBucks, or the Contest or other promotions conducted by the Promotion Entities, and each entrant hereby releases the Promotion Entities from any liability with respect thereto. In connection therewith, the authors of the Top 10 Submissions may be required at any time to submit to a confidential background check to confirm eligibility and help ensure that each such person's continued participation in the Contest will not, in Heartland's sole discretion, bring Heartland into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest, the Promotion Entities or Heartland. Heartland shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, publish, or otherwise use each Submission for any purpose Heartland deems necessary, and each entrant irrevocably waives any and all so-called moral rights they may have therein.
10. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants (and any minor entrant's parent or legal guardian) agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Heartland assumes no responsibility for any damage to an entrant's, or any other person's, computer system that is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Heartland is not responsible for

incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Heartland 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 Website, 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 Heartland reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Heartland reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Heartland's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Heartland is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, 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, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Heartland's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Heartland shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Heartland will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Heartland. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Heartland for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
12. NO OBLIGATION TO USE: Heartland shall have no obligation (express or implied) to use any Submission or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Heartland may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.
13. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES

OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR HEARTLAND IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CHOICE OF LAW OF CONFLICT OF LAW RULES.

14. WINNERS LIST. After the end of the Contest, the name(s) of the Schools will be posted to the Website.