95 Phonics Core Program® 09.12.24 Webinar Giveaway

Official Rules

Read these Official Rules carefully. These Official Rules contain a waiver of certain rights.

PARTICIPATION CONSTITUTES THE ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING. WINNING A PRIZE IS CONTINGENT UPON COMPLYING WITH THESE OFFICIAL RULES AND FULFILLING ALL CONDITIONS TO WIN, WHICH ARE FULLY DESCRIBED HEREIN.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER.

1. Eligibility: (3) 95 Phonics Core Program® Classroom Sets to be awarded to (3) live webinar attendees | 95 Phonics Core Program® Webinar Giveaway

(The "Giveaway") is open only to persons who are 18+ years of age, or the age of majority, as of the date of entry and who are legal residents of the fifty (50) United States and the District of Columbia. Employees of 95 Percent Group LLC (the "Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and their immediate family members and/or those living in the same household each are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Limit one entry per person. By entering, you expressly affirm that you are eligible to win as provided under these Official Rules.

- 2. Agreement to Rules: By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as they relate to the content of these Rules and the operation of the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws.
- 3. Giveaway Period: Live webinar attendees will be entered into the Giveaway as they log into the live event on Thursday, September 12, 2024, at 6:30 PM CT. Entries will be accepted throughout the live event and end when the winners are announced at the conclusion of the webinar (the "Entry Period"). All entries must be received on or before Thursday, September 12, at the conclusion of the webinar. The Sponsor's designated computer clock shall be the official timekeeper for this Giveaway. Proof of sending an email or mail is not considered proof of receipt by the Sponsor of an entry.
- 4. How to Enter: The Giveaway must be entered by registering for and attending the live webinar. Registrants who do not attend the live webinar will not be eligible to win. There is one (1) drawing as set forth in these Rules, and an entrant may only win once. All non-

winning entries will be automatically entered into the remaining drawing(s), if any, unless otherwise ineligible or withdrawn. To withdraw an entry, notify the Sponsor by emailing info@95percentgroup.com and providing the first and last name and email address submitted on the webinar registration form.

- 5. Prizes: Three (3) winners will each receive a 95 Phonics Core Program® Classroom Set. Winners will select a specific grade level, K-5. The total Giveaway prize value is approximately \$3,600. Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution is permitted except at Sponsor's discretion. The prize is non-transferable. Any prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of the prize constitutes permission for the Sponsor to use the winner's name, likeness, and entry for advertising and trade without further compensation unless prohibited by law. Limit one entry per person and one prize per person. A winner cannot win more than once during this Giveaway.
- 6. Odds: The odds of winning depend on the number of live webinar attendees.
- 7. Winner selection and notification: Winners of the Giveaway will be selected in one (1) random drawing on Thursday, September 12 at the conclusion of the webinar, under the supervision of the Sponsor. Winners will be notified at the live webinar with an email message to follow to confirm receipt and shipping information. By entering this Giveaway and accepting the Prize, such selected entrants affirm their eligibility and that they agree to a release of liability and publicity (where permitted). The Sponsor shall have no liability for a winner's failure to receive notices due to the winner's spam, junk e-mail, or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is deemed ineligible, or fails to claim the prize within 15 days from the time award notification was sent, the prize may be forfeited, and an alternate winner selected. Sponsor is not obligated to ascertain any alternate winner(s) and may do so at its discretion. The receipt by the winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AS DETERMINED AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. Rights Granted by you: By entering this Giveaway, you understand that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors, and

assigns will have the right, where permitted by law, without any further notice, review, or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Giveaway, and biographical information as news, publicity, or information and for trade, advertising, public relations, and promotional purposes without any further compensation.

- 9. Terms: The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway should a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, the Sponsor may select the winners from all eligible entries received before and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Rules. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to, multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Giveaway Rules; or the use of bots, macros, or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Giveaway, you agree to receive emails periodically from the Sponsor. You can opt out of receiving this communication anytime by clicking the unsubscribe link in the emails. Opting out may impact our ability to notify you of winner selection.
- 10. Limitation and Release of Liability: By entering, you agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising, and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v)

electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND ILLINOIS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Illinois having jurisdiction. BY ENTERING THIS SWEEPSTAKE, THE PARTICIPANT ALSO WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL. Further, in any such dispute, under no circumstances will the participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased. 12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor's Web Site. To read the Privacy Policy, click here.