

Terms and Conditions:

The “Tell Us How Your Students are *Really Ready* for College and Career” Contest is sponsored by Apex Learning, Inc. The Contest is governed by these official rules (“Official Rules”). By participating in the Contest, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.

This promotion is in no way sponsored, endorsed or administered by, or associated with, LinkedIn, Facebook Inc., Twitter, YouTube, LLC. Any questions, comments or complaints regarding the promotion will be directed to Apex Learning, Inc., not LinkedIn, Facebook, YouTube or Twitter.

ELIGIBILITY

THE CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF US THE UNITED STATES WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND WHO HAVE INTERNET ACCESS AND A VALID E-MAIL ACCOUNT PRIOR TO THE BEGINNING OF THE CONTEST PERIOD. IF YOU ARE NOT A RESIDENT OF THE UNITED STATES OR DO NOT OTHERWISE MEET THE ELIGIBILITY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND WE RESERVE THE RIGHT NOT TO AWARD PRIZES TO ENTRANTS WHO DO NOT MEET ALL OF THE ELIGIBILITY REQUIREMENTS, INCLUDING RESIDENCY AND AGE REQUIREMENTS, AT THE TIME OF ENTRY.

Directors, officers, and employees of Apex Learning, Inc. and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family members and household members of each are not eligible to win any prizes. All applicable federal, state, provincial and local laws and regulations apply. OFFER VOID WHERE PROHIBITED. Sponsor has the right to verify the eligibility of each entrant, including, as a condition of being awarded any prize, obtaining from each winner a signed affidavit of eligibility, confirmation that the winner accepts these Official Rules, and/or a release of liability.

CONTEST PERIOD

The Contest begins at 12:00 am (Pacific Time) on Monday, January 29, 2017 and ends at 11:59 pm (Pacific Time) on Friday, March 9, 2017 (“Contest Period”). All entries (submissions) must be received on or before the end of the Contest Period. Sponsor will, in its sole discretion, determine the valid and official entry time, should any discrepancies of time occur. Sponsor reserves the right to extend or shorten the Contest at its sole discretion.

WHAT TO ENTER / VIDEO REQUIREMENTS

Your video submission must be at least one minute in length but no longer than 3 minutes in length, suitable for public viewing, entirely your own original work, created solely by you, and not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

The person submitting an entry into the Contest must complete the consent portion of the entry form for all persons appearing in the video. Students featured in the video must have a corresponding parent consent submission on the form if they are under 18 years of age. The entrant's submission will not be considered valid if any person's consent is missing. If any persons appear or are referred to in the submission, it is the sole responsibility of the entrant to ensure that consent is given by any persons appearing in the video. The entry form will have multiple lines for consent of participants who are minors. The submission must not contain any personally identifiable information of any person other than the entrant (phone numbers, address, last name, e-mail address, etc.). Should the entrant include personally identifiable information about their person in the submission, they acknowledge and agree that such information will be disclosed publicly and they are solely responsible for any consequences.

Our preference is for your video to not include music in the background. We prefer that your story simply be recorded in your own voice. Use of music in your submission will not influence any decision concerning the awarding of prizes. All music used in a submission must be either accompanied by a license from the owner allowing its use in the submission or an original composition and recording. In either event, by submitting your video, you represent and warrant to us as the Sponsor that the music used in your submission, if any, does not, and will not, require any additional clearances from Sponsor in order to use or display such submission to the public.

WINNER SELECTIONS

The prizes (iPad mini; Chromebook and five Amazon gift cards) selected by employees of Sponsor on March 30, 2017. Entries will undergo screening by the Judges during the Contest Period and the period immediately following the end of the Contest and the announcement of the prize winners. Each of the prize winners will be selected for the school or district that tells the best story about how their students are using digital curriculum to be Really Ready for college and career as deemed by the judges. The decision of the Judges shall be final.

The winner of the prizes in each category will be announced on or about March 30, 2017. Announcement and instructions for prize will be sent to the e-mail address supplied on the potential prize winner's entry form. Each entrant is responsible for monitoring his/her e-mail account for prize notification and receipt or other communications related to the Contest. If a potential prize winner cannot be reached by Sponsor or its agents within fifteen (15) days, using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner shall forfeit the prize. Upon the request of the Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Release, and Prize Acceptance Form and IRS W-9 form or other applicable tax form. If a potential winner fails to comply with these Official Rules, that potential winner will be

disqualified. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to the second-place entrant (based on the selection criteria set forth above). The applicable prize will be offered to no more than two (2) alternate winners, after which the prize will remain un-awarded. Prizes may not be awarded if an insufficient number of eligible entries are received.

PRIZES:

Winners will be selected for the most compelling stories about how their district is using Apex Learning digital curriculum to ensure their students are really ready for college and career, including the following prizes.

Grand Prize: Apple iPad mini 4 (value of \$350)

Runner Up: Chromebook (value of \$200)

Honorable Mentions: Five strong submissions will receive \$100 Amazon gift cards

Terms and conditions may apply. Incidental expenses and all other costs and expenses that are not specifically listed as part of a prize in these Official Rules and that may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER. Actual model, color, accessories, and features of the Apple iPad mini 4 and Chromebook awarded as prizes will be selected by Sponsor in its sole discretion and may vary from photos or images shown in the Contest materials and advertising included on Sponsor's website.

ADDITIONAL LIMITATIONS

Odds of winning a prize depend on the number of eligible entries received. Prizes are non-transferable. No substitution or cash equivalent of prizes is permitted. Sponsor and its parent, affiliate, and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue, in its sole discretion. Sponsor and its respective parent, affiliate, and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of

entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

INDEMNIFICATION AND LIMITATION OF LIABILITY

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE, AND SUBSIDIARY COMPANIES, AGENTS, AND REPRESENTATIVES AND LINKEDIN, FACEBOOK, INC., TWITTER, YOUTUBE, INC. AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE, AND SUBSIDIARY COMPANIES, AGENTS, AND REPRESENTATIVES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENT, AFFILIATE, AND SUBSIDIARY COMPANIES, AGENTS, AND REPRESENTATIVES, INCLUDING ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

OWNERSHIP/PUBLICITY

By participating, each entrant grants Sponsor permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law. The entrant is releasing ownership and full use of his or her video submission (including any and all copyright, trademark, and other proprietary rights therein and associated therewith) to Sponsor.

Submissions will not be returned to entrants. Without limiting the generality of the foregoing, you acknowledge that Sponsor will own all rights to use, modify, and make derivative works of your video submission, without separate compensation to you or any other person or entity. You agree to take, at our expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by us to effect, perfect, or confirm Sponsor's ownership rights as set forth herein.

IN NO EVENT WILL ENTRANTS, INCLUDING WINNERS, BE ENTITLED TO ANY FEE, ROYALTY, OR OTHER COMPENSATION OF ANY KIND AS A RESULT OF THE CONTEST. BY ENTERING, EACH ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION FOR SPONSOR'S USE OF SUCH ENTRANT'S VIDEO SUBMISSION IN ACCORDANCE WITH THESE OFFICIAL RULES. REQUESTING THE WINNERS LIST OR A COPY OF THESE OFFICIAL RULES

COPYRIGHT NOTICE

The Contest and all accompanying Contest materials are Copyright © 2018 by Apex Learning, Inc. All Rights Reserved.

GOVERNANCE

These Official Rules shall be governed by and construed under the laws of the State of Washington without regard to conflict of law principles. Any dispute relating to the Official Rules shall be subject to the non-exclusive jurisdiction of the courts of King County, Washington.

CONTEST SPONSOR

This contest is sponsored by:
Apex Learning, Inc.
1215 Fourth Avenue Suite 1500
Seattle, WA 98161
www.apexlearning.com