

## Newsela's Share a Lesson Sweepstakes

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 21 YEARS OF AGE OR OLDER, ARE EMPLOYED DURING THE ENTRY PERIOD AS A TEACHER IN A SCHOOL OR EDUCATIONAL INSTITUTION IN THE UNITED STATES AND ARE REGISTERED USERS OF THE NEWSELA PLATFORM AS OF 9/23/21. U.S. LAW GOVERNS THIS SWEEPSTAKES. VOID WHERE PROHIBITED.**

- 1. ELIGIBILITY:** The Newsela Share a Lesson Sweepstakes (the "Sweepstakes") is open only to persons who (a) as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a legal resident of one of the 50 United States or the District of Columbia and are 21 years of age or older, (b) are employed during the Entry Period as a teacher in a school or educational institution in the United States and (c) are registered users of the Newsela platform as of 9/23/21. Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are an employee of Newsela, Inc. ("Sponsor") or any of Sponsor's parent companies, subsidiaries, affiliates or advertising or promotion agencies, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Sweepstakes. Void where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Sweepstakes begins at 12:01 AM Eastern Time (ET) on 9/23/2021 and continues through 11:59 PM ET on 10/15/2021 (the "Entry Period"). No purchase is necessary. To enter the Sweepstakes, an eligible entrant must, during the Entry Period access the Newsela portal, log into the portal and take any one of the following actions:
  - Create and share an Assignment with students
  - Print a Newsela article to share with students
  - Share Newsela content with students via entering Presentation Mode
  - Share a Newsela Assignment via an LMS like Google Classroom
  - Create and/or deliver a lesson using the Newsela Lessons Beta tool
  - Sharing an Annotation with students
  - Customize the Write Prompt on an Article
  - Share a lesson or lesson idea in the Newsela Community

Each eligible entrant who does so will receive one entry in the Sweepstakes. Entering the Sweepstakes constitutes acknowledgement of and consent to these Official Rules. **There is a limit of one entry per person.** For the avoidance of doubt, regardless of how many actions above an eligible entrant participates in during the Entry period, each eligible

entrant is only allowed one entry in the Sweepstakes. Entry times will be determined using Sponsor's computer. Normal time rates and data charges, if any, charged by the entrant's Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

- 3. WINNER SELECTION AND NOTIFICATION:** Following the conclusion of the Entry Period, one hundred eighty-six (186) potential prize winners will be selected in a random drawing conducted by Sponsor or its agent from among all eligible entries received during the Entry Period. The odds of being selected as a potential winner will depend on the number of eligible entries received. Each potential prize winner will be notified by e-mail (sent to the e-mail address in the potential winner's Newsela account). The potential winner must respond to Sponsor's initial notification attempt within 72 hours. Each potential winner is subject to verification of eligibility and may, in Sponsor's discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner's eligibility and confirmation of the releases and grant of rights set forth in these Official Rules (as applicable, "Winner Verification Documents"), within three days of attempted delivery of same. Each potential winner may also in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within three days of attempted delivery of same. If a potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within three days of attempted delivery of same, or if a potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).
- 4. PRIZES:** One hundred eighty-six (186) prizes are offered, as follows: Two (2) prizes each consisting of a vacation voucher, provided in the form of a gift card with a face value of \$1,000 (approximate retail value ("ARV") of each: \$1,000); four (4) prizes each consisting of funding for \$250 of classroom supplies, provided in the form of a gift card or in such other form as Sponsor may determine (ARV of each: \$250); ten (10) prizes each consisting of a \$50 gift card for food delivery (ARV of each : \$50); twenty (20) prizes each consisting of a \$25 coffee gift card (ARV of each: \$25); fifty (50) prizes each consisting of a \$10 gift card for food delivery (ARV of each: \$10); and one hundred (100) prizes each consisting of a \$5 coffee gift card (ARV of each: \$5). The aggregate ARV of all prizes is

\$5,000. The exact value of each prize will depend on where the winner resides and market conditions at the time of prize fulfillment. All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its discretion. Restrictions may apply. Use of gift cards, vouchers and credits are subject to the issuer's terms and conditions. Expiration dates and other restrictions may apply. The prizes will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive a prize or any prize component is permitted, except in the discretion of Sponsor, which has the right to substitute any prize or any prize component with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. Each prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of any prize or any prize are the responsibility of the winner. Each prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

- 5. GRANT OF RIGHTS:** By entering the Sweepstakes, each winner irrevocably grants to Sponsor and its parent companies, subsidiaries, affiliates and advertising and promotion agencies, and the successors and assigns and licensees of each of the foregoing (collectively, the "Licensees") the right to use the winner's name, likeness, voice, biographical information and/or statements attributed to the entrant ("Personality Rights"), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor's and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law.
- 6. RELEASE AND LIMITATION OF LIABILITY:** By entering the Sweepstakes, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Licensees, all other companies involved in the development or operation of the Sweepstakes, all other companies involved in the provision of the prize or any component of the prize, and the directors, officers, employees and agents and contractors of each of the foregoing (collectively, the "Released Parties") from and against any and all claims and causes of action of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the use of the Website, the provision, acceptance or use of any prize or any component of any prize (including any travel that is part of or associated with any prize or the use of any product that is purchased using any prize) or any use of the entrant's Personality Rights as permitted pursuant to these Official Rules, including without limitation any and all claims and causes of action: (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity,

misappropriation, defamation, or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of the Website or the provision, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Sweepstakes. The Released Parties are not responsible for, and will not have any liability in connection with any cause not reasonably within their control that may delay or prevent Sponsor from fulfilling its obligations pursuant to these Official Rules.

7. **GENERAL RULES:** Sponsor has the right, in its sole discretion, to cancel, suspend or modify this Sweepstakes (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of Sponsor corrupts the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of the Sweepstakes, a notice will be posted on the Website and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL

LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry via the Twitter, Instagram or Facebook entry method, the entry will be deemed to have been submitted by the registered user of the social media account used to submit the Submission on the applicable platform. In the event of a dispute regarding who submitted an entry via the website entry method, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsor, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

8. **DISPUTES:** By entering the Sweepstakes, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes will be an action at law for the recovery of monetary damages only, and in no event will the entrant have the right to enjoin or otherwise interfere with the exercise by the Licensees of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the

respective rights and obligations of the entrants and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York [in the United States of America] without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in New York County in the State of New York, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to any of the foregoing. In the event of any conflict between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

**9. USE OF INFORMATION:** By entering the Sweepstakes, each entrant agrees that information submitted via the Website in connection with the Sweepstakes will be subject to Sponsor's Privacy Notice available at <https://newsela.com/about/privacy-policy/> (the "Privacy Notice") and may be used as permitted pursuant to the Privacy Notice, and may also be used as determined by Sponsor in connection with the administration of the Sweepstakes (including notification of winners and provision of lists of winners when requested).

**10. WINNERS' NAMES AND RULES REQUESTS:** For the names of the winners, available after 10/30/2021, or a copy of these Official Rules, send a self-addressed, stamped envelope to Newsela Share a Lesson Sweepstakes, 500 5<sup>th</sup> Ave, 28<sup>th</sup> Floor, New York, NY 10110. Winner's name requests must be received by Sponsor within six months after the conclusion of the Entry Period.

**11. SPONSOR:** Newsela, Inc., New York, NY.

## **ABBREVIATED RULES**

No purchase necessary. Open only to legal residents of the 50 United States and D.C. who are age 21 or older, employed as a teacher and a registered user of Newsela prior to the entry period. Entry period begins at 12:01 AM Eastern Time (ET) on 9/23/2021 and continues through 11:59 PM ET on 10/15/2021. Void where prohibited. For full Official Rules, visit <https://community.newsela.com/b/community-news/posts/winning-with-newsela---share-a-lesson-sweepstakes> . Sponsored by Newsela, Inc., New York, NY.