

**TEACHERS MAKE A DIFFERENCE EVERY DAY**  
**TEACHER APPRECIATION WEEK PHOTO CONTEST**

**2019 OFFICIAL RULES**

**4/1/2019**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

These are the Official Rules of the 2019 *Teachers Make a Difference Every Day* Teacher Appreciation Week Photo Contest (“Contest”). By entering or attempting to enter the Contest, you are deemed an “Entrant” and affirm that you have read, understand and agree to be bound by these Official Rules and their requirements, conditions and limitations. Agreement to and compliance with these Official Rules is a condition of winning a prize.

1. **Contest Description.** The 2019 *Teachers Make a Difference Every Day* Teacher Appreciation Week Photo Contest is our way of saying thank you to all of the teachers who make a difference every day! Enter your name and photo, or the name and photo of a teacher you would like to recognize with permission, and then gather votes! The teachers with the top three vote totals at the end of the voting period will be eligible to win a Visa eGift card for \$1,000.00 (First Place), \$500.00 (Second Place), or \$250.00 (Third Place)! Additional daily prizes will be awarded at random, one per day of the Contest.

2. **Sponsors; Administrator.** This Contest is offered and sponsored collectively by Earlychildhood LLC dba Discount School Supply, 20 Ryan Ranch Road, Suite 200, Monterey, CA 93940, LifeCubby, LLC, 2800 Corporate Exchange Drive, Suite 350, Columbus, OH 43231, ChildCare Education Institute, LLC (“CCEI”), 3059 Peachtree Industrial Blvd., Suite 100, Duluth, GA 30097, Children’s Factory, LLC 510 S. McKinley Ave., Union, MO 63084, Frog Street Press, LLC (“Frog Street”), 530 S. Nolen Drive, Southlake, TX 76092, Really Good Stuff, LLC, 5 Research Drive, Suite 150, Shelton, CT 06484, and Educational Products, Inc. (“EPI”), 4100 N. Sam Houston Parkway West, Suite 240, Houston, TX 77086 (Each individually a “Sponsor” or, collectively “Sponsors”). The administrator of this Contest is Wishpond Technologies, Ltd., 1000-1500 West Georgia St. Vancouver, British Columbia, V6G 2Z6, 1-800-921-0167 (“Administrator”).

3. **Entry Period.** The Contest Entry Period begins on Monday, April 1, 2019 at 12:00 a.m. Eastern Daylight Time, and ends on Sunday, April 21, 2019 at 11:59 p.m. Eastern Daylight Time (“Entry Period”). An entry must be received within the Entry Period to be eligible.

4. **Voting Period.** The Contest Voting Period begins on Monday, April 22, 2019 at 12:00 a.m. Eastern Daylight Time, and ends on Sunday, April 28, 2019 at 11:59 p.m. Eastern Daylight Time (“Voting Period”). Only votes cast during the Voting Period will be counted.

5. **Eligibility.** To be eligible to enter or to win a prize, an Entrant must, at the time of entry: (a) be a legal resident of the 50 United States or the District of Colombia;(b) be 18 years old or have reached the age of majority in entrant’s state of residence; (c) be currently employed as a teacher or caregiver in a school, child care center, Head Start or other regulated program that teaches or cares for children from birth to high school, and (d) not be an employee, officer, director or agent of any Sponsor or Administrator, or their respective parent, grandparent, subsidiary or affiliate companies (“Non-Eligible Employee”), or an immediate family member (parents, siblings, children and their respective spouses,

whether biological, step or in-law, and regardless of residency) of a Non-Eligible Employee, nor an individual residing at least three months out of the year in the same household as a Non-Eligible Employee or his/her immediate family member, whether or not related. Agreement to and compliance with these Official Rules is also a requirement of eligibility.

6. **How to Enter.** To enter the Contest, visit <https://excelligence.wishpond.com/teachers-make-a-difference-every-day-photo-contest/> during the Entry Period, and follow instructions to complete the Entry Form, which will include uploading a photo of the teacher being entered and answering the question, "How do you or this teacher make a difference every day?" Incomplete entries are subject to disqualification. A link to the Contest may also be posted on Sponsors' website, Twitter, Facebook or Instagram pages. No purchase is necessary to enter. A purchase does not increase the odds of winning. All winners are subject to verification of satisfaction of eligibility requirements. Limit one (1) entry per person.

7. **How to Vote.** To vote, access the link to the Contest located at <https://excelligence.wishpond.com/teachers-make-a-difference-every-day-photo-contest/> during the Voting Period, and select the teacher you would like to vote for that day. A link to the Contest may also be posted on Sponsors' website, Twitter, Facebook or Instagram pages. You will be limited to one (1) vote per day, regardless of who you vote for.

8. **Prizes.** There will be three (3) Grand Prize Winners selected at the end of the Voting Period, and Daily Prizes awarded at random during the Contest, as follows. The approximate retail value of all prizes combined is \$4,991.00.

**Grand Prizes** (First Place, Second Place, and Third Place) will be awarded to the eligible Entrants determined to have the first, second and third highest vote totals at the end of the Voting Period:

First Place: \$1,000.00 Visa eGift Card

Second Place: \$500.00 Visa eGift Card

Third Place: \$250.00 Visa eGift Card

**Daily Prizes**, one Daily Prize will be awarded at random to an eligible Entrant each day of the Contest (Entry and Voting Periods).

- (14) x \$50 Amazon eGift Cards
- (4) x \$75 Discount School Supply Gift Certificates
- (4) x \$75 Really Good Stuff Gift Certificates
- (3) x \$100 Frog Street Gift Certificates
- (1) Frog Street SPLASH Conference Registration (\$399 Value)
- (1) Children's Factory Carpet & Pillows (\$381 Value)
- (1) Children's Factory Carpet & Easel (\$264 Value)
- (4) x Teachers Make a Difference Every Day Shirt Pack (10 Shirts/Pack, \$300 Total Value)
- (3) x ChildCare Education Institute \$99 Individual Annual Training Subscriptions

The following general conditions apply to the Prize(s): (a) Allow 4-6 weeks for the delivery of any Prize unless otherwise noted; (b) Prizes are awarded "as-is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) and Prize Winner responsible for the safe and appropriate use of Prize by his/herself or by any others in his/her care; (c) Sponsor reserves the right to substitute a prize of equal or greater value if all or part of the advertised Prizes are unavailable or cannot reasonably be provided for any reason; (d) Prizes may not be substituted by Prize Winner, redeemed for cash value, or transferred by Prize Winner to any third party; (e) Gift cards are subject to the terms of the issuer and Gift cards may be sent electronically via email; (f) If any Prize is lost, destroyed, or stolen it will not be replaced; and (g) Prize Winner is solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the use, acceptance or possession of any Prize.

9. **Winner Selection.** Valid entries received within the Entry Period will be eligible to win. For Daily Prizes, valid entries will be entered in a random drawing, to take place daily throughout the contest nomination and voting period. For Grand Prizes, the eligible entries with the top three vote totals as of the end of the Voting Period will be awarded First Prize, Second Prize, and Third Prize, respectively. All entries selected to win are potential winning entries until verification of eligibility and compliance with these Official Rules. **Sponsor and Administrator's decisions will be final and binding without the right of appeal in all matters pertaining to the administration and operation of the Contest, including the determination of eligibility and the selection and verification of prize winners.**

10. **Notification of Winner:** Sponsor or Administrator will attempt to contact potential prize winners via the e-mail address provided at the time of Entry. For Grand Prizes, two (2) contact attempts will be made within a 48-hour period starting Monday, April 29, 2019 ("Winner Selection Period"). If Sponsor does not make contact with, and verify eligibility of, a potential Grand Prize winner within the Winner Selection Period, the Sponsor will select the eligible entry with the next highest vote totals. For Daily Prizes, the winner will be contacted the same day of the selected daily prize announcement. If the initial daily prize winner selected does not respond after (2) email attempts within a 48-hour period, the prize will be forfeited and another winner will not be selected.

Potential prize winners are solely responsible for (a) providing current, accurate contact information as requested by these Official Rules; (b) confirming Sponsor and Administrator receives any updated or corrected contact information in the event of any changes; and/or (c) verifying ability to receive communications from Sponsor and Administrator which, as applicable, could include allowing phone call from an unlisted/blocked number, adjusting email spam filters, enabling messaging through social media providers. Forfeiture of any prize and the selection of an alternate prize winner may result from any of the following, which shall be at the sole discretion and judgment of Sponsor: (a) failure, for any reason, to make contact with Sponsor within the Winner Selection Period; (b) failure to provide Sponsor with satisfactory proof of eligibility (including age, identity, and residence); or (c) failure to comply with any component of these Official Rules.

11. **Prize Winner's Grant of Rights.** By accepting a Prize, each Prize Winner grants Sponsor (and, at Sponsor's choosing, its designee) a non-revocable, perpetual, worldwide license to use Prize Winner's name, place of residence, Prize won, photograph, video, likeness, and/or statement for advertising, marketing and publicity purposes in any media now or hereafter known, including on the internet, email and social media, without additional notice, permission, or compensation. Prize Winner agrees to execute any documents requested by Sponsor to formalize this Grant of Rights.

12. **Entrant's Grant of Rights.** By entering the Contest and submitting an Entry, each Entrant hereby: (i) consents to Sponsor contacting Entrant through the contact information provided in the Entry, (ii) grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, irrevocable, fully paid, license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, modify, edit, display the Entry, or any portion thereof or otherwise use the submission, in whole or in part in any media now known or hereafter devised; (iii) authorizes the Sponsor and any entities affiliated with the Sponsor to utilize the Entry in any manner they see fit; and (iv) waives all moral and publicity rights in and to his or her image or video included in the Entry in favor of the Sponsor.

13. **Privacy.** Any information collected by Sponsor in connection with the Contest shall be subject to Sponsor's privacy policy. If an email address is provided on entry form with the "opt-in" option selected to receive future communications, entrant acknowledges that he/she (a) is over the age of 18 and (b) grants Sponsor permission to send her or him marketing messages.

14. **Content: Originality and Permissions.** Each Entry must be the original work of the Entrant and may not have previously been used in connection with any other Contest. Entrant is responsible for obtaining all necessary permissions, and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. ANY PHOTO OR ENTRY DEPICTING A PERSON UNDER THE AGE OF 18 MAY NOT BE USED WITHOUT THE CONSENT OF EACH'S PARENT/LEGAL GUARDIAN. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. By submitting an Entry, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent, themselves or through their parent/legal guardian, to the use of Entry as set forth herein.

15. **Prohibited Content.** The following actions are not authorized, encouraged or sponsored by Sponsor and are prohibited: (a) unauthorized use of any third party's name, image, likeness, and/or intellectual property, including but not limited to copyrights and trademarks, (b) any tortious act, libel, defamation and/or violation of rights of privacy or publicity of a third party; (c) use of words, statements or images considered, in Sponsor's sole and absolute discretion, to be unlawful, sexually explicit, harassing, abusive or offensive to individuals of any race, ethnicity, gender, religion, family status, sexual orientation, socioeconomic group or other class of persons; or (d) statements concerning third party products, made in comparison to Sponsor's products or otherwise, in connection with this Contest. Sponsor reserves the right to disqualify and seek the removal of any Entry that in Sponsor's sole discretion and judgment violates these prohibitions.

16. **No Affiliation.** This Contest is not sponsored, endorsed, or administered by or associated with Visa, Inc., Facebook, Inc., Instagram, Inc., Twitter, Inc., or Amazon, Inc., nor are these companies associated with the Contest in any way. Any questions, comments or complaints regarding the Contest should be directed to Sponsor or Administrator. Where applicable, the Terms of Service of Facebook, Instagram and/or Twitter shall apply.

17. **Release.** By participating in or attempting to participate in the Contest, Entrant agrees to release, discharge, indemnify, defend, and hold harmless, Sponsors and Administrator, and their respective parents, subsidiaries, affiliates, successors, designees, and each of their respective officers,

directors, members, employees and agents, as well as all non-affiliated entities and social media platforms ("Released Parties") from and against any and all demands, claims, liability, costs, attorneys' fees, losses, damages, or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of or relating to, in whole or part, directly or indirectly, from (a) decisions made in the administration of the Contest and enforcement of these Official Rules, (b) Entrant's participation or attempted participation in the Contest; (c) the acceptance, possession, misuse, use, or award of any Prize awarded in the Contest, and/or (d) any and all claims based on any Entry, including but not limited to any claim of defamation, libel or violation of any intellectual property interest or any publicity, moral or privacy right. Entrant expressly waives all rights under any state statute that may be found to be applicable to this general release, including for example California Civil Code Section 1542, which provides, **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

18. **Limitation of Liability.** Neither Sponsors nor Administrator are responsible for errors, omissions, interruptions, deletions, defects, delays in operation or transmission, theft or destruction, or unauthorized access to or alterations of entry materials or Sponsor's website or social media accounts, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive entry information by Sponsor for any reason. Sponsor is not responsible for injury or damage to Entrant's or to any other person's mobile device, computer, or other electronic device related to or resulting from participating in this Contest. IN NO EVENT WILL SPONSORS, ADMINISTRATOR, RELEASED PARTIES, PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, AND/OR ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, LOST PROFITS, CONSEQUENTIAL, OR PUNITIVE, OR OTHER DAMAGES, INCLUDING ATTORNEYS' FEES.

19. **Disputes.** BY PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THE CONTEST, ENTRANT, SPONSOR AND ADMINISTRATOR AGREE that all disputes, claims or causes of action arising out of or relating to the Contest or the Parties' relationship with respect thereto shall be resolved (a) individually, without resort to any form of class action; (b) exclusively, in the State or Federal Courts located in Fairfield County, Connecticut; (c) based solely on Connecticut substantive law, without application of conflict of laws principles; (d) in a trial to the court. PLEASE BE ADVISED: ENTRANT IS GIVING UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM AGAINST SPONSOR. ENTRANT IS EXPRESSLY WAIVING THE RIGHT TO TRIAL BY JURY. ENTRANT IS CONSENTING TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN FAIRFIELD COUNTY, CONNECTICUT. ENTRANT FURTHER AGREES THAT ANY SUCH CAUSE OF ACTION MUST BE FILED WITHIN ONE (1) YEAR OF THE CONCLUSION OF THE ENTRY PERIOD OR BE FOREVER BANNED.

20. **Additional Terms.** This Contest is void in Rhode Island and where prohibited by law. All federal, state, and local laws and regulations apply. All entries, requests and/or materials submitted become the property of Sponsor and will not be returned or acknowledged. Sponsor reserves the right to cancel, suspend, delay, and/or modify the Contest, or any part of it, in any manner deemed appropriate by

Sponsor, due to any act of God, war, or terrorism, natural disaster, weather, fraud, technical, software or hardware failure or malfunction, or if any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole and absolute discretion. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

21. **Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce strictly any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor or Administrator has sole and absolute discretion. Headings are solely for convenience and will not be deemed to affect the meaning or intent of the Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Privacy Policy or Terms of Use on the Website, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

## 22. **Notification of Claims of Infringement**

If you are a copyright owner or an agent thereof and believe that any user submitted information or other content in connection with this promotion infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Copyright Agent to locate the material;
- (iv) Information reasonably sufficient to permit the Copyright Agent to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated Copyright Agent to receive notifications of claimed infringement is: Trey Thomas; Chief

Legal Officer, Excelligence Learning Corporation, 20 Ryan Ranch Road, Suite 200, Monterey, CA 93940, email: legal@excelligence.com.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

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