

Official Rules

Learning A-Z® 2022 Learning A-Z UNICEF Kid Power Donations for Ukraine Program

NO PURCHASE NECESSARY TO PARTICIPATE. VOID WHERE PROHIBITED. PARTICIPATION IN THIS PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO TERMS OF LEARNING A-Z PRIVACY POLICY.

For a copy of these Official Rules, please visit <https://www.learninga-z.com/site/breakroom/unicef-ukraine-donation>

The 2022 Learning A-Z UNICEF Kid Power Donations for Ukraine Program (the "Program") is designed to empower eligible teachers and educators who are employed in a K-12 public or private school or school district, and who use eligible Learning A-Z online instructional resources ("Sponsor Product"), (collectively referred to in these rules as "Entrant," "Teacher," or "You") to encourage the students in Your Classroom, as defined within, to convert digital stars earned in the Sponsor Product into real world impact as donations to UNICEF Kid Power ("Donations"). From May 16, 2022 to May 20, 2022, Learning A-Z students will be presented with the option to donate Stars earned in the product to support students in Ukraine. Learning A-Z has partnered with UNICEF Kid Power so that for every 50,000 Stars donated, UNICEF Kid Power will provide a Ukrainian child with access to a kit, up to 2,500 kits. For more information, please visit <https://www.learninga-z.com/site/breakroom/unicef-ukraine-donation>.

For information about UNICEF Kid Power and the donations, please visit: <https://www.unicefkidpower.org/>.

By entering, You understand that You are agreeing to these Official Rules and providing Your information to Learning A-Z ("Sponsor"). Any information You provide will be used in accordance with the Sponsor's privacy policy which may be viewed at: <https://lazcommunity.force.com/knowledgebase/s/article/Privacy>.

1. Eligibility. The Program is not open to the general public and offered only to Teachers who are: (1) 21 years of age or older at time of start of the Program Entry Period; and (2) currently full or part-time employees at a School or school district with a Classroom using, including trial and pilot users, an eligible Sponsor Product. A "School" is defined as a Kindergarten through 12th grade public or private school (1) located within the U.S. that is tax-exempt under section 501(c)(3) of the Internal Revenue Service Tax Code or is registered as a public school with the National Center for Educational Statistics; or (2) located outside of the United States. A "Classroom" is defined as set of students with the same Teacher using a Sponsor Product. An eligible "Sponsor Product" is defined as any of the following Learning A-Z Products which offer star rewards: Raz-Plus, Raz-Kids, Raz-Plus ELL Edition, Raz-Plus Connected Classroom, Vocabulary A-Z, Writing A-Z, and Headsprout.

Program is subject to all federal, state, and local laws and regulations. Void where prohibited by law. Sponsor's decisions are final and binding on all matters.

2. Entry Period. The Program Begins at 12:00:00 AM Eastern Time ("ET") on May 16, 2022 and ends at 6:00:00 PM ET on May 20, 2022. Sponsor's computer is the official time-keeping device for the Contest.

3. How to Enter. During the Program Entry Period, any Teacher with a Classroom using and eligible Sponsor Product will be able to participate, unless the individual chooses not to participate either by: (1) selecting "turn off all incentives" within their Sponsor Product Teacher Dashboard ("Teacher Dashboard"), or (2) deselecting this specific incentive program within the Teacher Dashboard.

During the Program Period, students in participating Classrooms will have the option of converting the stars earned as part of their usual progress, awarded to them by the teachers in accordance with the rules below, within the Sponsor Product(s) into donations ("Donations"). More information about donation equivalency and dollar value can be found in Schedule A below. All donations, in the Dollar Donation Equivalent amount, will be made by Sponsor to UNICEF Kid Power, who will make the donations in accordance with their policies and in their sole discretion, based on the communities of the most critical need. Teachers will be able to see the Total Donations made by their Classroom(s) via the Student Management Dashboard in the Sponsor Product throughout the Program Entry Period.

Awarding Stars. Teachers may only award stars to students in the Classroom in accordance with the star system for all of the Sponsor Products, available at <https://www.raz-plus.com/technology/student-incentive-awards/>. If Sponsor determines, in its sole discretion, that a Teacher or anyone else has attempted to award additional stars to students for the purposes of this Program, Sponsor reserves the option to remove the Teacher and Classroom from the Contest, and any future promotions, or take any other action it deems necessary.

SCHEDULE A

Donation Information and Equivalency

<u>Donation Amount</u>	<u>Impact</u>	<u>Dollar Donation Equivalent</u> (USD)	<u>Number Added to</u> <u>Classroom Donation Total</u>
Early Childhood Development Education Kit Donations			
1000 stars	1 donation	\$.078 USD	1

4. General Conditions. Sponsor reserves the right to cancel or modify the Program if fraud, technical failures, human error, or any other factor impairs the integrity of the Program as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any Teacher/Classroom if it finds to be tampering with the entry process or the operation of the Program, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Program is in violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

5. Release. By participation in the Program, the Teacher on behalf of themselves, the School, and the District, agrees to release and hold harmless Sponsor, any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any losses, damages, rights, claims, or causes of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Program, including without limitation personal injury, death, and/or property damages, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

6. Limitation of Liability. The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by Entrants, printing errors, or by any of the equipment or programming associated with or utilized in connection with the Program; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, disconnections in phone lines, or network hardware, or software; (iii) unauthorized human intervention in any part of the entry process or the Program;

(iv) technical or human error which may occur in the administration of the Program or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a(n) Entrant, Teacher, School, or Classroom's participation in the Program while traveling to or from any Program-related activity. If for any reason a Donation(s) is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant has no remedy to recover such Donation(s), but may continue to participate in the Program, if possible.

7. Disputes. Teacher, on behalf of themselves, the School, and the Classroom, agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Program shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state court located in New York; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program but in no event attorneys' fees; and (iii) under no circumstances will Teacher be permitted to obtain awards for, and Teacher hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant, Teacher, Classroom, School, district, and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

8. Force Majeure. In the event Sponsor is prevented from continuing with the Program as planned herein by any event beyond its control, including but not limited to fire, flood, hurricane, earthquake, explosion, epidemic or pandemic, 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, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any winner, Sponsor shall have the right to modify, suspend, extend, or terminate the Program. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Program or use or redemption of any prize.

9. Limitation of Liability for Web Access. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Program and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Sponsor run websites or Sponsor Products. The Sponsor is not responsible for injury or damage to an Entrant's or to any other person's computer related to or resulting from participating in this Program or downloading and/or uploading materials in connection with this Program. If for any reason, the Program is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Program.

10. Entry materials or data that have been tampered with or altered, or mass entries or entries generated by a script, macro, or use of automated devices are void. Entries made through the use of any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void. Sponsor is not responsible for lost, late, damaged, or misdirected entries or Donations.

11. Privacy Policy. By participating in the Program, Entrant agrees that collected information may be used for further mailings (via U.S. mail or e-mail) by Sponsor regarding its products and services including current offers and promotions. Refer to the Sponsor's privacy policy at: <https://lazcommunity.force.com/knowledgebase/s/article/Privacy> to learn how to opt-out if you do not wish to receive further future offers from Sponsor.

12. Sponsor. Learning A-Z, LLC, 1840 East River Rd., #320, Tucson, AZ, 85718, USA

