1. **Promotion Description: NO PURCHASE NECESSARY.** The IMAGINE LEARNING MOTIVATION PROGRAM ("Program") shall be active during the dates provided on the applicable Program flyer (the "Promotion Period"). By participating in the Program, each entrant unconditionally accepts and agrees to comply with and abide by these terms and conditions ("Official Rules"), the decisions of Imagine Learning ("Sponsor"), which shall be final and binding in all respects, any additional rules and regulations on the applicable Program flyer, and Sponsor's Privacy Policy. Sponsor is responsible for the collection and review of entries and the overall administration of the Program. Entrants hereby consent and agree to be contacted by a representative of Sponsor or Sponsor’s affiliates. Entrants should look solely to Sponsor with any questions, comments or problems related to the Program.

2. **Eligibility:** The Program is open to any individuals ("Entrants") that meet the eligibility requirements provided on the applicable Program flyer, at the time of entry, and who are legal residents of the 50 United States or D.C., excluding where otherwise prohibited by law, rule, or regulation. The Program is specifically void outside the 50 United States and D.C. and wherever prohibited by law. Proof of legal U.S. residency and of age may be required at the time of entry or winner validation. Employees of Sponsor and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors, and employees (collectively, the "Promotion Entities"), and their immediate families with whom they reside are not eligible to enter or win. The definition of immediate family as it pertains to these rules includes mother, father, brother, sister, spouse, and child.

3. **How to Enter:** Please see the applicable Program flyer for how to enter. Any use of robotic, repetitive, or any other automated means for entry (including contest-entry services or multiple or different identities) are prohibited and will void all entries submitted by that Entrant. Incomplete entries will be disqualified.

4. **Prize:** Winner is solely and fully responsible for any and all costs and expenses and applicable federal, state, and local taxes related to prizes received. The winner may be required to fill out tax forms as necessary to receive the prize. The prize is awarded “as is”. Sponsor does not make, nor is Sponsor in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize including, but not limited to, quality, merchantability, fitness for a particular purpose, or condition. The prize is nontransferable and non-exchangeable. No substitutions or cash redemption of prize are permitted except that Sponsor retains the right to substitute a prize of equal or greater retail value (or at Sponsor’s election, the cash value of the applicable prize). Additional restrictions may apply.

5. **Probability of Winning:** The probability of winning a prize depends on the total number of eligible entries received before the deadline in accordance with these rules.

6. **Decisions Final:** All decisions made by Sponsor with respect to all aspects of this Program are final and not subject to challenge. Sponsor expressly reserves the right to take any steps it deems necessary in its absolute discretion, including the limiting of entries and the exclusion of entrants, to ensure that the Program is conducted in a fair way for all entrants and Sponsor. Sponsor reserves the right to cancel or modify the Program or disqualify an Entrant, with or without cause, or if fraud or any other factor impairs the spirit or integrity of the Program, as determined by Sponsor in its sole discretion. If Sponsor cancels or modifies the Program, Sponsor reserves the right to award or not award prizes in its sole discretion.

7. **No Liability:** By entering, all Entrants release, indemnify, and hold harmless Sponsor and all Promotion Entities from any and all liability for any and all injury, loss, and damage of any kind, arising from or in connection with the Program or receipt or use and/or misuse of any prize. Sponsor assumes no
responsibility or liability for any risk associated with the acceptance or use of the prizes awarded as part of this Program, including any purchases made on any electronic prizes, or any liability associated with online or electronic entries, and expressly disclaims liability from loss or damage to an Entrant's property and equipment, however caused, arising from bugs, viruses, or technical failures in any way associated with or arising from online or electronic entries. Entrants hereby waive all rights to any claims for punitive, incidental or consequential damages.

8. Entries Belong to Imagine Learning: All entries become the property of Imagine Learning and will not be returned.

9. Lost Entries: Sponsor is not responsible for any lost, misdirected, or delayed entries. Proof of entry in the Program will not be deemed to be proof of receipt.

10. Consent to Use: By entering the Program, Entrants consent to the use of their name, address, phone number, and email address by Sponsor for the explicit purpose of expanding the Sponsor database of customers or potential customers. Entrants may receive the following from Sponsor employees or representatives: phone calls, catalogs, specials, promotional offers, postcards, fliers, and other advertising material.

11. Personal Information: The personal information obtained from the Program entry form will not be used or disclosed by Sponsor for any purpose whatsoever other than general Program administration and the purposes set forth in these rules. All Entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. Personal information will be collected and stored by Sponsor. All personal information submitted as part of the Program may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. The applicable privacy policies can be found at https://www.imaginelearning.com/privacy/policy. By participating in the Program, Entrants have read and hereby agree to all personal information uses and disclaimers as explained in these privacy policies.

12. Applicable Laws: This Program is subject to all applicable state and federal laws and regulations, excluding conflicts of laws principles. All federal, state, and local laws and regulations apply. Entrants hereby consent to the exclusive jurisdiction and venue of the courts located in Maricopa County, Arizona for any causes or controversies arising out of the Program that are not subject to arbitration. Entrants waive any and all objections to jurisdiction and venue in these courts. Void where prohibited by law.

13. Official Rules Request: To obtain a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: 8860 E. Chaparral Rd., Scottsdale, AZ 85250. Request must be received no later than the end of the Promotion Period.

14. Arbitration: Except where prohibited, any and all disputes related to the Program will be submitted to confidential, binding arbitration before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Maricopa County, Arizona. Arbitration judgment and award may be entered in any court having jurisdiction. Entrants will have no right to any injunctive or equitable relief in connection with the Program, and Entrants waive any right to trial by jury or to bring a class action. The prevailing party in any dispute will be entitled to collect its costs and expenses, including reasonable attorneys’ fees, in connection with any dispute.

15. General Conditions:

a. Sponsor shall not be responsible for acts of God, acts of terrorism, actions or inactions of any governmental entity (foreign or domestic) or its agencies and/or departments, civil unrest or disturbances, riots, work stoppage delays, postponements, inclement weather, rescheduling, natural disasters, government-ordered shelters-in-place or shut-downs, or any other event or occurrence outside its respective control.
b. If, in Sponsor's sole determination, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if technical difficulties or methods used to submit entries compromise the spirit and/or integrity of the Program, Sponsor reserves the right in its sole discretion to void any entry at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process or for whom tampering or interfering is done on his/her behalf), and/or to cancel, terminate, modify, or suspend the Program, in whole or in part, at any time without notice.

c. Sponsor is not responsible for any problems or technical malfunction of any network, system, server, provider, equipment, software, or entry received by Sponsor or any web site, related to or resulting from participation in the Program, as well as any third-party websites or devices used to facilitate the random selection of a winner.

16. **Sponsor**: The Sponsor of the Program is Imagine Learning, 8860 E. Chaparral Rd., Scottsdale, AZ 85250.