

Promethean®

NO PURCHASE NECESSARY TO BE AWARDED A GRANT

The 2019 United Arab Emirates ActivPanel Grant Program (the "Grant Program") is governed by these official rules ("Official Rules"). By participating, all individuals submitting one or more Grant Applications ("Applicant" or "Applicants") agree to these Official Rules. The Grant Program is subject to all applicable laws and regulations, and is void outside of the United Arab Emirates, and where prohibited by law.

Grant Program Name and Purpose: This is the 2019 United Arab Emirates ActivPanel Grant Program (the "Grant Program"). The purpose of this Grant Program is to encourage the use of Promethean's ActivPanel product, to provide schools in need with access to the ActivPanel product, and to encourage teachers to consider how the ActivPanel product can positively impact their students.

Grant Program Sponsor: Promethean Limited, located at Office Suite No 01.13, Offices 3, One Central, Dubai, Dubai World Trade Centre, United Arab Emirates, is the "Sponsor" of this Grant Program.

Grant Program Period: The Grant Program begins on February 26th, 2019 at 10:00 a.m. Greenwich Mean Time ("GMT") and ends on April 14, 2019 at 11:59 p.m. GMT (the "Grant Program Period"). The Sponsor has the official time keeping device for this Grant Program. To be eligible, each individual Grant Application must be completed and submitted for entry into this Grant Program on or before 11:59 PM GMT on April 14, 2019. Any Grant Application submitted after the date and time designated above, for any reason, will be disqualified.

Who May Enter: Except as otherwise provided herein, this Grant Program is open to individual schools, school districts or educational establishments located in the United Arab Emirates that meet the Grant Program eligibility requirements and comply with these Official Rules ("Eligible Applicants").

The following classes of persons are NOT eligible to participate in this Grant Program: (1) individuals, (2) entities or organizations that are not schools, or (3) Sponsor and each of the employees, officers, and directors of Sponsor and its affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Grant Program (collectively, "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this Grant Program, parents (including in-laws), grandparents, siblings (including stepsiblings), children (including step-children), grandchildren (including step-grandchildren), and each of their respective spouses.

How to Apply For a Grant: To apply for a Grant under this Grant Program, each Eligible Applicant must:

- 1. Create a Grant Application video to creatively express: (a) your school's need for an ActivPanel front-of-class display device, (b) how you and other teachers in your school would use an ActivPanel, and (c) the types of content you could incorporate into lessons using an ActivPanel; and then**
- 2. Go to www.Prometheanworld.com/UAE-Grant to complete the registration form, upload your video and submit your Grant Application submission to the Sponsor. Your Grant Application must include the following information: (1) the School Representative's first name and last name, email address, phone number, and job function at the Applicant's school, and (2) the Applicant school's name. For the purposes of these Official Rules, the**

School Representative shall mean the individual person submitting the Grant Application on behalf of the Applicant school.

No Cost to Participate; Multiple Applications Allowed Subject to Grant Award Limit: There is no cost or charge to submit a Grant Application. Eligible Applicants may enter as many individual Grant Applications as desired. However, a single school is eligible to receive only one (1) Grant Award and no single school will receive more than one (1) Grant Award. For purposes of clarification, if an Eligible Applicant submits one (1) Grant Application, and if the Eligible Applicant's Grant Application is declared by the judging Panel as a Grant Winner, the Eligible Applicant's school will receive one (1) re-conditioned ActivPanel. As another example, if an Eligible Applicant submits multiple individual Grant Applications, and if one or more of the multiple Grant Applications submitted by the Eligible Applicant are declared as a Grant Winner by the judging Panel, the Eligible Applicant's school will still receive only one (1) re-conditioned ActivPanel irrespective of the number of individual Grant Applications declared a Grant Winner.

Grant Program-Application Requirements:

1. All Grant Applicants must obtain, or have previously obtained, all consents, to include but not be limited to parental consents, required, necessary or appropriate for the use of any video, images, or other content, to include but not be limited to any student video, images, or other content, contained within the Grant Application or within any materials gathered by Sponsor during any visit to the Grant Award Winner's school. All such consents shall be provided to Sponsor upon Sponsor's written request.
2. Each Applicant grants to the Sponsor, and any company controlling, controlled by, or under common control with the Sponsor, a non-exclusive, world-wide royalty-free, perpetual, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, edit, publish, translate, create derivative works from, distribute, display, and otherwise exploit each Grant Application that the Applicant submits into this Grant Program, or any part thereof, throughout the world in any media (including on the Sponsor's website or in any video or electronic communication form, and in any printed publications), whether now known or hereafter created regardless of whether the Grant Application is a Grant Award Winner.
3. Each Grant Application submitted into this Grant Program must be an original work and shall not include (i) any content that the Applicant does not have all rights necessary to grant the License to the Sponsor described herein, or (ii) images of individuals that the Applicant does not have the right and consent of the appropriate party to use for all purposes contemplated within these Official Rules. In addition, each Grant Application submitted into this Grant Program shall not be in violation of any law, copyright, trademark, publicity right, privacy right, or any other right of any third party, and will not contain any defamatory statements, threats to any person, place, business, or group, display or describe any dangerous behavior or unacceptable clothing or adornments, or display or describe any indecent behavior, profanities, or obscenities. The Sponsor reserves the right in its sole discretion to disqualify any Grant Application submitted into this Grant Program that, in the Sponsor's opinion, refers, depicts, or in any way reflects negatively on the Sponsor or any other person or entity, or does not comply with these Official Rules.
4. All Grant Applications submitted for entry into this Grant Program must be submitted in either English or Arabic.

Grant Winner Selection: The Sponsor shall appoint a panel of judges consisting of employees of the Sponsor or other individuals with experience in the education field ("Panel"). Sponsor will have sole discretion in choosing the members of the Panel. Each Grant Application submitted shall be evaluated by the Panel based upon the following criteria: the needs of the Eligible Applicant's School, how an ActivPanel will impact lessons, the creativity of the Grant Application, and student involvement in the Grant Application. These criteria, as more specifically described in Exhibit A attached hereto, shall be used by the Panel to evaluate and

judge each Grant Application submitted to determine each Grant Awarded in this Grant Program.

Grant Award Winners will be contacted on or before the close of business on May 15, 2019 by email (the "Notification Email") sent by Sponsor to the email address provided by the Eligible Applicant in the Grant Application submitted to Sponsor through www.prometheanworld.com/UAE-Grant.

Grant Awards: A maximum of ten (10) Grant Awards may be awarded under this Grant Program. Each Grant Award Winner as determined by the judging Panel will receive one (1) re-conditioned ActivPanel unit as the Grant Award to be awarded through this Grant Program subject to the limitation that an individual school may only receive one (1) Grant Award through this Grant Program. No individual school may receive more than one (1) re-conditioned ActivPanel under this Grant Program.

Included in the Grant Award is the Grant Award Winner's choice of either (i) installation of the ActivPanel on a suitable wall by Promethean's preferred third-party installer, or (ii) a mobile stand for the ActivPanel in lieu of installation of their re-conditioned ActivPanel on a wall. No alternative prize(s) may be requested, although Promethean reserves the right to substitute the Grant Award if necessary. There is no cash alternative, and the Grant Award cannot be transferred to any other person or school. The re-conditioned ActivPanels that are provided as the Grant Awards are provided with Promethean's 12-month standard warranty with the warranty period commencing upon date the Notification Email is sent by to the Grant Award Winner. Any Winner that elects to receive a mobile stand in lieu of installation of the ActivPanel on a wall may need to purchase additional cables or equipment to use the ActivPanel with the mobile stand. Any additional cables or equipment that may be required to use or operate the ActivPanel on the mobile stand shall be at the Grant Award Winner's expense and are not included as part of the prize.

Grant Winner Requirements: Each Grant Award Winner must respond to the Notification Email sent by the Sponsor within fifteen (15) business days of the date that Sponsor sends the Notification Email. If a Grant Award Winner does not respond to the Sponsor's Notification Email within fifteen (15) business days, the Sponsor reserves the right to withdraw the Grant Award entitlement, and Sponsor is not required to select an alternate or reserve Grant Award Winner, in which case the Grant Award will be forfeited. Sponsor will not be responsible for emails blocked by the Grant Award Winner's email filter or spam control tool or for any Grant Award Winner's failure to reply in a timely manner to the Grant Award Winner Notification Email provided by the Sponsor.

ALL POTENTIAL GRANT AWARD WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THIS GRANT PROGRAM.

Verification of Grant Winner: Each individual Grant Award Winner must continue to comply with all terms and conditions of these Official Rules. Each Grant Award is (i) contingent upon the Grant Award Winner fulfilling all requirements as reasonably required by the Sponsor for the purposes of awarding the Grant Award, and (ii) subject to all terms and conditions of these Official Rules to include by not be limited to the Grant Conditions described in these Official Rules.

Decisions of the Sponsor in all matters related to this Grant Program are final.

No Substitutions or Exchanges: Neither the Grant Award Winner nor the Grant Award Winner's School may substitute, exchange, or apply the Grant Award value (the value of the ActivPanel) towards a higher cost or alternate award or prize. The Grant Awards are non-transferable.

In the event there is no Eligible Applicant that wins a Grant Award identified in these Official Rules, the applicable Grant Award will not be awarded and shall be retained by the Sponsor.

Grant Award Claim Procedures for Grant Winners:

1. All Grant Award claims are subject to approval and verification by the Sponsor. Failure to comply with any terms or conditions of these Official Rules shall render any potential winner ineligible to claim any Grant Award, and the Sponsor shall be released of and from any and all liability with respect to any claim asserted by any Applicant, potential Grant Award Winner, or Grant Award Winner.
2. The recipient of any Grant Award may be required to provide the Sponsor with the recipient's tax identification number or other information as may be required to comply with applicable tax filing or other governmental filing requirements. Each recipient of any Grant Award is solely responsible for any and all tax obligations, tax declarations or other reporting of any kind or nature whatsoever attributable to the Eligible Applicant's receipt of any Grant Award.

Grant Conditions: The conditions of every Grant Award include the obligations and undertakings of the Grant Award Winner to:

1. arrange with the Sponsor a mutually convenient time, within ninety (90) days of the date of receipt of the Grant Award Winner Notification Email, for the delivery and installation of the re-conditioned ActivPanel Grant Award; and
2. permit Sponsor, at a mutually convenient time after installation of the ActivPanel Grant Award in the Grant Award Winner's school, to visit the Grant Award Winner's school to video, take pictures of the Grant Award Winner's use of the Grant Award, to talk with and record quotes from teachers using the Grant Award, and to use all materials and information obtained during such visit for Sponsor's public relations and marketing purposes.

Additional Rules and Restrictions: By participating, each Applicant agrees to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental, or consequential, for injury (including but not limited to death), damages, losses, or expenses arising out of or relating to Applicant's participation in this Grant Program, or the acceptance, possession, or use/misuse of any Grant Award, or participation in award-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefore. Released Parties shall not be liable to any Grant Award Winner or any other person for failure to supply the Grant Award or any part thereof by reason of any acts of God, any actions, regulations, orders, or applications by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

All Applicants are restricted to the use of ordinary and typical computer equipment, mobile phone equipment, portable electronic devices, Internet access, and cellular networks. The Sponsor disclaims all liability for the inability of an Applicant or prospective Applicant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors.

The Sponsor disclaims all liability for any injury or damage to any Applicant's or any other person's computer, mobile phone, or other portable electronic device used by an Applicant or prospective Applicant related to or resulting from participating in this Grant Program.

The Sponsor reserves the right to cancel, modify, or terminate this Grant Program if, in the opinion of the Sponsor, fraud, misconduct, or technical failures destroy or threaten the integrity of the Grant Program, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Grant Program. In the event of early termination of the Grant Program, the Sponsor reserves the right to determine the potential Grant Winner or Grant Winners from among all eligible Grant Applications properly submitted as of the date and time of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this Grant Program or any Grant Award is delayed, rescheduled, postponed, or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the Grant Program, and shall not be required to provide any Grant Award or any substitute grant award or prize.

In Case of Disputes: By participating, each Applicant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with this Grant Program, or any grants awarded or to be awarded shall be resolved individually without resorting to any form of class action; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with submitting any Grant Application or participating in this Grant Program, but in no event attorneys' fees; and (iii) under no circumstances will any Applicant be permitted to obtain awards for, and each individual Applicant 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. All issues and questions concerning the construction or interpretation of these Official Rules shall be governed by and construed in accordance with the laws of England and Wales. All issues and questions concerning the validity or enforceability of these Official Rules, or the rights and obligations of Applicant and Sponsor in connection with this Grant Program and promotion, shall be governed by and construed in accordance with the laws of the United Arab Emirates.

Privacy: By participating in this Grant Program, each Applicant acknowledges and agrees that the Sponsor may collect the name, email address and telephone number of the person submitting the Grant Application on behalf of the Applicant School, and any other information that the Sponsor deems reasonable, necessary and appropriate to collect. The Sponsor may use this information to administer this Grant Program and for other lawful purposes.

Applicant can contact the Sponsor or otherwise communicate privacy concerns by:

- Emailing the Sponsor at privacy@prometheanworld.com; or
- Writing to the Sponsor at the following address: Promethean Limited, c/o Privacy Officer, Promethean House, Lower Philips Road, Blackburn, Lancashire UK BB1 5TH. Please include your email address and phone number with your correspondence along with the information needed to support your application.

Grant Award Winners List: For a copy of these Official Rules or names of the Grant Award Winners, send a self-addressed, stamped envelope to: Promethean Limited, Attention: 2019 UAE ActivPanel Grant Program, Office Suite No 01.13, Offices 3, One Central, Dubai, Dubai World Trade Centre, United Arab Emirates. Please specify what information you are requesting. Requests for information regarding these Official Rules or Grant Award Winners must be received by May 19, 2019.

Exhibit A

Grant Application Evaluation Criteria

35% SCHOOL NEED

This evaluation criterion shall take into consideration the number, age and condition of the front of class Flat Panel Displays the Applicant currently has.

An Applicant with no front of class Flat Panel Displays or a limited number of Flat Panel Displays will score higher in this evaluation criterion category.

35% LESSON IMPACT

This evaluation criterion shall take into consideration the Applicant's description of how the ActivPanel front of class display will be used to improve lessons.

An Applicant that can demonstrate which applications, resources or tools the Applicant's teachers would like to use with an ActivPanel front of class display, how an ActivPanel would be used for collaboration purposes, how student engagement would be enhanced with an ActivPanel, and how the Applicant's students will benefit from the use of an ActivPanel will score higher in this evaluation criterion category.

30% CREATIVITY OF GRANT APPLICATION SUBMISSION

This evaluation criterion shall take into consideration the creativity demonstrated by the Applicant in the Grant Application submission including the involvement of the Applicant's students and teacher and the use of video, photographs, posters, presentation slides or other materials.

An Applicant that submits a Grant Application submission clearly involving the Applicant's students and teachers and creatively using video, photographs, posters, presentation slides or other materials to demonstrate the School Need and the Lesson Impact will score higher in this evaluation criterion category.

NOTE: We welcome the involvement of each applicant's students in each grant application submission; however, please be certain all required consents, including all required parental consents are in effect prior to using students in any grant application submission. Please note that the use of students is not required for any grant application.