

Promethean®

NO PURCHASE NECESSARY TO ENTER

The Promethean 2020 Survey Prize Draw (the “Prize Draw”) is governed by these official rules (“Official Rules”). By participating, all individuals submitting an Entry (“Entrant” or “Entrants”) agree to these Official Rules. The Prize Draw is subject to all applicable laws and regulations and is void outside of Australia and where prohibited by law.

Prize Draw Name and Purpose: This is the Promethean 2020 Survey Prize Draw (the “Prize Draw”). The purpose of this Prize Draw is to encourage educators to complete a survey (a series of questions) that will enable Promethean to better provide products and services that improve educational outcomes.

Prize Draw Sponsor: Promethean Limited, located at Promethean House, Lower Philips Road, Blackburn, Lancashire UK BB1 5TH, is the “Sponsor” of this Prize Draw.

Prize Draw Period: The Prize Draw begins on September 24, 2020 at 3:30 p.m. AEST and ends on December 10, 2020 at 11:59 p.m. AEST (the “Prize Draw Period”).

The Sponsor has the official time keeping device for this Prize Draw. To be eligible, each individual Entry must be completed and submitted for entry into this Prize Draw during the Prize Draw Period. Any Entry submitted after the date and time designated above, for any reason, will be disqualified.

Who May Enter: Except as otherwise provided herein, this Prize Draw is open to individuals residing within Australia and that are employed in a K-12 grade school as a Principal, Assistant or Deputy Principal, Head of Department or Faculty, Head of any grade or group of grades within the school, teacher, IT Manager, Network Manager, Business Manager, Bursar, teaching assistant, school administrator, or school support staff member and that meet the Prize Draw eligibility requirements and comply with these Official Rules (“Eligible Entrants”).

The following classes of persons are NOT eligible to participate in this Prize Draw:

(1) all individuals that are not employed by a K-12 grade school; (2) individuals that reside outside of Australia, 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 Prize Draw (collectively, “Released Parties”) and the members of the immediate families or households of any of the above, whether or not related.

How to Enter the Prize Draw: There is no purchase necessary to enter this Prize Draw. To enter this Prize Draw, each Eligible Entrant must:

1. Fully and accurately complete the survey located at <https://www.prometheanworld.com/au/stateoftechined/>; and
2. Fully and accurately complete and enter all of the required personal information to include but not be limited to your first and last name, your valid email address and the name of the school that employs you. This information is required to verify eligibility for this Prize Draw and to contact the Eligible Entrant in the event the Eligible Entrant is determined to have won a Prize Draw.

No Cost to Participate: THERE IS NO COST OR CHARGE TO SUBMIT AN ENTRY INTO THIS PRIZE DRAW. An individual may only complete one (1) survey and, consequently, an individual may only have one (1) entry into the Prize Draw. An individual may only win one (1) Prize Draw Award. Each weekly Prize Draw Award Winner shall not be an Eligible Entrant for, and shall be removed from, all Prize Draws that occur during the Prize Draw Period following the date of the Prize Draw in which the Prize Draw Award Winner was declared, by Sponsor, as the weekly Prize Draw Award Winner.

Prize Draw Requirements: Each Entrant 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 Entry, to include but not be limited to any information obtained via the survey, that the Entrant submits into this Prize Draw, 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 Entrant is a Prize Draw Winner.

The Sponsor reserves the right in its sole discretion to disqualify any Entry submitted into this Prize Draw 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.

Prize Draw Winner Selection: During the Prize Draw Period, the Sponsor shall, on a weekly basis commencing Thursday September 24, 2020 and continuing each successive Thursday thereafter for the duration of the Prize Draw Period, conduct a random prize draw from among all entries properly submitted by Eligible Entrants to Sponsor prior to the date and time of the applicable weekly Prize Draw, to select one (1) winner from among the Eligible Entrant's entries.

During the Prize Draw Period, each weekly Prize Draw shall take place at 6:30 p.m. AEST.

The weekly Prize Draw winner does not have to be present to win. Each weekly Prize Draw Winner will be contacted on or before the close of business of the date that is fourteen (14) days following the date of the applicable weekly Prize Draw by email (the "Notification Email") sent by Sponsor to the email address provided by the Eligible Entrant's Entry submitted to Sponsor along with the survey located at <https://www.prometheanworld.com/au/stateoftechined/>.

In addition, each weekly Prize Draw Winner will have their details published on the Sponsor's website for the Prize Draw located at <https://www.prometheanworld.com/au/stateoftechined/>.

Prize Draw Award: One (1) Prize Draw Award shall be awarded under this Prize Draw each week during the Prize Draw Period for a total of four (4) Prize Draw Awards. The weekly Prize Draw Winner, as randomly selected by the Sponsor, will receive one (1) gift card with a value of **A\$100.00** as the Prize Draw Award to be awarded through this Prize Draw.

The total value of the weekly Prize Draw Award is A\$100.00. The total value of all Prize Draw Awards to be awarded by Sponsor during the Prize Draw Period is A\$1200.00 (A\$100.00 per week award multiplied by 12 weekly prize draws during the Prize Draw Period).

No alternative prize(s) may be requested, although Sponsor reserves the right to substitute the prize(s) if necessary. There is no cash alternative, and the prize cannot be transferred to any other person or entity. The Prize Draw Winner may not substitute, exchange, or apply the Prize Draw Award value towards a higher cost or alternate award or prize.

Prize Draw Winner Requirements: Each weekly Prize Draw Winner must respond to the Notification Email sent by the Sponsor or otherwise contact the Sponsor to claim the weekly Prize Draw Award within ninety (90) days of the date that Sponsor sends the Notification Email. If the weekly Prize Draw Winner does not respond to the Sponsor's Notification Email within ninety (90) days, the Sponsor shall conduct a re-draw to select a new Prize Award Winner. The re-draw will be conducted on the day and date as approved by the NSW regulatory authority. Sponsor will not be responsible for emails blocked by the Prize Draw Award Winner's email filter or spam control tool or for the Prize Draw Award Winner's failure to reply in a timely manner to the Prize Draw Award Winner Notification Email provided by the Sponsor.

Prize Draw Award Claim Procedures for Prize Draw Winner:

1. Each Prize Draw Award claim is 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 the Prize Draw Award, and the Sponsor shall be released of and from any and all liability with respect to any claim

asserted by any Entrant, potential Prize Draw Award Winner, or Prize Draw Award Winner.

2. The recipient of any Prize Draw 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.
3. The recipient of any Prize Draw Award is solely responsible for any and all charges or fees that may be associated with the Prize Draw Award or delivery of the Prize Draw Award to include but not be limited to income, value-added (VAT) or other taxes, customs duties or other similar charges.

Additional Rules and Restrictions: By participating, each Entrant 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 Entrant's participation in this Prize Draw, or the acceptance, possession, or use/misuse of any Prize Draw 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 Prize Draw Award Winner or any other person for failure to supply the Prize Draw 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, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

The Sponsor reserves the right to cancel, modify, or terminate this Prize Draw if, in the opinion of the Sponsor, fraud, misconduct, or technical failures destroy or threaten the integrity of the Prize Draw, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Prize Draw. In the event of early termination of the Prize Draw, the Sponsor reserves the right to determine the potential Prize Draw Winner or Prize Draw Winners from among all eligible Prize Draw entries 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 Prize Draw or any Prize Draw Award is delayed, rescheduled, postponed, or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the Prize Draw, and shall not be required to provide any Prize Draw Award or any substitute Prize Draw award or prize.

Decisions of the Sponsor in all matters related to this Prize Draw are final.

In Case of Disputes: By participating, each Entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with this Prize Draw, or any Prize Draw Award 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 Prize Draw entry or participating in this Prize Draw, but in no event attorneys' fees; and (iii) under no circumstances will any Entrant be permitted to obtain awards for, and each individual Entrant 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, the validity or enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with this Prize Draw shall be governed by and construed in accordance with the laws of England and Wales.

Privacy: By participating in this Prize Draw, each Entrant acknowledges and agrees that the Sponsor may collect the first and last name, email address, name of employer school, and job title or position of the person submitting the Prize Draw entry, as well as any other information that the Sponsor deems reasonable, necessary and appropriate to collect. The Sponsor may use this information to administer this Prize Draw and for all other lawful purposes including contacting the Entrant with additional information about Sponsor's products and services.

Entrant 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.

Information Request: For a copy of these Official Rules, send a self-addressed, stamped envelope to: Promethean Limited, Attention: Promethean 2020 Australia Survey Prize Draw, Promethean House, Lower Philips Road, Blackburn, Lancashire UK BB1 5TH. Please specify any specific information you are requesting. Requests for information regarding these Official Rules or a list of Prize Draw Award Winners must be received by November 15, 2020.