## NO PURCHASE NECESSARY TO BE AWARDED PRIZE

The 2023 Promethean BETT Prize Draw (the "2023 Promethean BETT Prize Draw") is governed by these official rules ("Official Rules"). By participating, all individuals submitting a Prize Draw Entry ("Entrant" or "Entrants") agree to these Official Rules. The Prize Draw Program described herein is subject to all applicable laws and regulations and is void where prohibited by law.

**Prize Draw Program Name and Purpose**: This is the 2023 Promethean BETT Prize Draw Program (the "Prize Draw" or "Prize Draw Program"). The purpose of this Prize Draw Program is to encourage the use of Promethean's ActivPanel product.

**Prize Draw Program Sponsor**: Promethean Limited, Promethean House, Lower Philips Road, Blackburn, BB1 5TH, is the "Sponsor" of this Prize Draw Program.

**Prize Draw Period**: This Prize Draw Program consists of three (3) separate Prize Draw sessions with one (1) prize draw session occurring on each of 29 March 2023, 30 March 2023 and 31 March 2023. Each Prize Draw session will commence at 16:00 GMT each day and will be conducted in the Sponsor's stand or booth at the BETT 2023 event in London.

The Prize Draw Period for Prize Draw #1 begins on 29 March 2023 at 08:30 a.m. GMT and ends on 29 March 2023 at 16:00 GMT (the "Prize Draw #1 Period").

The Prize Draw Period for Prize Draw #2 begins on 30 March 2023 at 08:30 a.m. GMT and ends on 30 March 2023 at 16:00 GMT (the "Prize Draw #2 Period").

The Prize Draw Period for Prize Draw #3 begins on 31 March 2023 at 08:30 a.m. GMT and ends on 31 March 2023 at 16:00 GMT (the "Prize Draw #3 Period").

The Sponsor has the official time keeping device for this Prize Draw Program.

**Who May Enter**: Except as otherwise provided herein, this Prize Draw is open to individuals attending the BETT 2023 event in London, England (UK), and individual schools, school districts or educational establishments with representatives attending the BETT 2023 event during a Prize Draw Period described herein and that meet this Prize Draw Program eligibility requirements and comply with these Official Rules ("Eligible Entrants").

The following classes of persons are NOT eligible to enter into and be an Eligible Entrant in this Prize Draw Program: (1) individuals or entities that are not in attendance at the BETT 2023 event in London, England during a Prize Draw Period, (2) entities or organizations that are not schools or employees of 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 Prize Draw Program (collectively, "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. For the purposes of these Official Rules, "immediate family members" includes parents (including in- laws), grandparents, siblings (including stepsiblings), children (including step-children), grandchildren (including step-grandchildren), and each of their respective spouses.

For the Grand Prize drawing conducted during each Prize Draw session each day, an individual in his or her individual capacity is not eligible to win the Grand Prize. For purposes of each Grand Prize drawing, each Eligible Entrant shall be acting as a representative of a school. The Grand Prize drawing winner each day will be the school that the Eligible Entrant that is present and in attendance at the Sponsor's BETT 2023 stand or booth and that is in possession of the prize draw ticket selected as the Grand Prize winner. The Grand Prize will be awarded to the school that such individual is representing.

For each prize drawing conducted each day other than the Grand Prize drawing, an individual is eligible to win each of the other Prize Draw drawings (except the Grand Prize drawing).

**How to Enter**: To enter into the Prize Draw to be held 29 March 2023 at or about 16:00 GMT, and in order to become eligible to be selected as either a Prize Winner or a Grand Prize Winner of the 29 March 2023 Prize Draw, each Eligible Entrant must have their conference badge scanned during the Prize Draw #1

Period either at the Sponsor's booth or at an executive briefing conducted by Sponsor during the Prize Draw #1 Period.

To enter into the Prize Draw to be held 30 March 2023 at or about 16:00 GMT, and in order to become eligible to be selected as either a Prize Winner or a Grand Prize Winner of the 30 March 2023 Prize Draw, each Eligible Entrant must have their conference badge scanned during the Prize Draw #2 Period either at the Sponsor's booth or at an executive briefing conducted by Sponsor during the Prize Draw #2 Period.

To enter into the Prize Draw to be held 31 March 2023 at or about 16:00 GMT, and in order to become eligible to be selected as either a Prize Winner or a Grand Prize Winner of the 31 March 2023 Prize Draw, each Eligible Entrant must have their conference badge scanned during the Prize Draw #3 Period either at the Sponsor's booth or at an executive briefing conducted by Sponsor during the Prize Draw #3 Period.

An individual can have one (1) and only one entry into the prize drawings conducted each individual day. For example, an individual can have one (1) entry into the prize drawings conducted on 29 March 2023. The same individual can have one (1) entry into the prize drawings conducted on 30 March 2023, and the same individual can have one (1) entry into the prize drawings conducted on 31 March 2023.

Your school can have multiple entries in the Grand Prize drawing each day; however, an individual can have only one (1) entry on behalf of his or her school to the Grand Prize drawing. For example, John Doe, a teacher or administrator affiliated with Main Street School, can have one (1) entry in the Grand Prize drawing on 29 March 2023. John Doe can have one (1) entry for Main Street School in the Grand Prize drawing on 30 March 2023, and John Doe can have one (1) entry for Main Street School in the Grand Prize drawing on 31 March 2023. Jane Doe, another teacher or administrator affiliated with Main Street School, can also have one (1) entry into the Grand Prize drawing for each of the Grand Prize drawings conducted on 29 March 2023, 30 March 2023 and 31 March 2023. However, John Doe is not permitted to have more than one (1) entry into the prize drawing each day.

## THERE IS NO COST OR CHARGE TO ENTER OR PARTICIPATE IN THIS PRIZE DRAW PROGRAM.

**Grand Prize**: One (1) Grand Prize will be awarded by Sponsor each day. Specifically, one (1) Grand Prize will be awarded on each of (i) 29 March 2023, (ii) 30 March 2023, and (iii) 31 March 2023. The Grand Prize each day shall consists of one (1) used Promethean ActivPanel including installation of the ActivPanel within the winning school.

**Other Prizes**: Other prizes awarded based upon the prize drawings conducted during each prize draw session will include (i) Promethean swag bags; and (ii) a gift card valued at £50.00.

**Winner Selection**: Sponsor shall conduct a prize draw session within Sponsor's BETT 2023 stand or booth commencing at 16:00 GMT on each of 29 March 2023, 30 March 2023 and 31 March 2023.

YOU MUST BE PRESENT IN SPONSOR'S BETT 2023 STAND OR BOOTH AT THE TIME OF THE PRIZE DRAWING TO BE ELIGIBLE TO WIN ANY PRIZE UNDER THIS PRIZE DRAW PROGRAM.

Specifically, the person issued any ticket or number selected in any Prize Draw during any prize drawing session must be present in Sponsor's BETT 2023 stand or booth at the time of the Prize Draw (commencing at 16:00 GMT each day) to win.

In the event the person that has the ticket or number selected in any Prize Draw drawing is not present in Sponsor's BETT 2023 stand or booth at the time of the Prize Draw, such person is not eligible to win the applicable prize and another ticket or number shall be selected by Sponsor until an eligible winner of the prize has been determined.

During the Prize Draw session conducted each day (29 March 2023, 30 March 2023 and 31 March 2023), Sponsor will conduct four (4) separate prize drawings. **Each day:** 

the prize for the first prize drawing will be a Promethean swag bag; the prize for the second prize drawing will be a Promethean swag bag;

## the prize for the third prize drawing will be a £50 gift card; and the prize for the fourth drawing each day will be the Grand Prize.

The winner of each prize drawing will be randomly drawn by Sponsor from among all of the Prize Draw Eligible Entrants' entries received by Sponsor during the applicable Prize Draw Period that are present in Sponsor's BETT 2023 stand or booth at the time of the prize drawing. For the avoidance of doubt:

- (i) the winner of each prize drawing conducted during the 29 March 2023 prize draw session will be randomly drawn by Sponsor from among all Eligible Entrants' received by Sponsor during the Prize Draw #1 Period that are present in Sponsor's BETT 2023 stand or booth on 29 March 2023 at the time of the Prize Draw (16:00 GMT to approximately 16:15 GMT);
- (ii) the winner of each prize drawing conducted during the 30 March 2023 prize draw session will be randomly drawn by Sponsor from among all Eligible Entrants' received by Sponsor during the Prize Draw #2 Period that are present in Sponsor's BETT 2023 stand or booth on 30 March 2023 at the time of the Prize Draw (16:00 GMT to approximately 16:15 GMT); and
- (iii) the winner of each prize drawing conducted during the 31 March 2023 prize draw session will be randomly drawn by Sponsor from among all Eligible Entrants' received by Sponsor during the Prize Draw #3 Period that are present in Sponsor's BETT 2023 stand or booth on 31 March 2023 at the time of the Prize Draw (16:00 GMT to approximately 16:15 GMT).

Each Entrant understands and agrees that the **Grand Prize** will not be awarded to the individual Entrant but instead will be awarded to the school or district that employs the winning Entrant.

The winner of each individual prize drawing will be (i) with respect to each prize drawing except the prize drawing for the Grand Prize each day, the individual that is present in Sponsor's BETT 2023 stand or booth at the time of the applicable prize drawing and that was issued and holds the ticket or number randomly selected by Sponsor in the applicable prize drawing; and (ii) with respect to the Grand Prize to be awarded each day, the school that employs or is affiliated with the individual that is present in Sponsor's BETT 2023 stand or booth at the time of the applicable Grand Prize drawing and that was issued and holds the ticket or number randomly selected by Sponsor in the applicable Grand Prize drawing.

The odds of winning any prize including but not limited to the Grand Prize will depend on the number of eligible entries received by the Sponsor during the applicable Prize Draw Period and the number of Eligible Entrants present in Sponsor's BETT 2023 stand or booth at the time of the applicable prize drawing.

By entering the Prize Draw, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor. The Sponsor's decisions shall be final and binding in all respects with regards to administering the Prize Draw and shall not be subject to appeal.

**No Substitutions or Exchanges**: No alternative prize may be requested, although Promethean reserves the right to substitute any prize, if necessary. There is no cash alternative, and no prize can be transferred to any other person or school. Neither the Grand Prize winner nor any Entrant may substitute, exchange, or apply any prize value (including the Grand Prize value) towards a higher cost or alternate award or prize. The ActivPanel that is provided as the Grand Prize is provided with a 12-month Promethean warranty.

In the event there is no Eligible Entrant that is present in the Sponsor's BETT 2023 stand or booth that wins any prize to include but not be limited to the Grand Prize after 3 attempted drawings, Sponsor reserves the right to terminate the Prize Drawing for that day and, in such event, the Grand Prize will not be awarded and shall be retained by the Sponsor.

## **Prize Award Claim Procedures and Requirements:**

1. The Grand Prize 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 the Grand Prize, and the

Sponsor shall be released of and from any and all liability with respect to any claim asserted by any Entrant, potential Grand Prize Winner, or Grand Prize Winner.

- 2. All other Prize 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 the applicable Prize, and the Sponsor shall be released of and from any and all liability with respect to any claim asserted by any Entrant, potential Prize winner, or Prize winner.
- 3. The recipient of any prize to include but not be limited to the Grand Prize 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. The recipient of any Prize to include but not be limited to the Grand Prize is solely responsible for any and all tax obligations of any kind or nature whatsoever attributable to the receipt of the Prize.
- **4**. In the event the school that wins a Grand Prize is unable to accept its Grand Prize for any reason whatsoever, Sponsor shall have the right, in Sponsor's sole discretion, to (i) terminate the Grand Prize drawing and not award that Grand Prize to any school, or (ii) select another school to receive the Grand Prize.

**Prize Draw Conditions**: The conditions of each Prize Award to include but not be limited to the Grand Prize Award include the obligations and undertakings of each Prize winner to allow Sponsor to use such winner's name, images and quotes in marketing or other materials Sponsor may publish relating to this Prize Draw Program.

In addition, the Grand Prize Winner is required to arrange with the Sponsor a mutually convenient time, within ninety (90) days of the date of being selected as the Grand Prize Award Winner, for the delivery of the Grand Prize Award.

Additional Rules and Restrictions: By entering and participating in this Prize Draw Program, 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 or the Grand Prize, 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 winner, any Grand Prize winner, any Entrant into this Prize Draw or any other person for failure to supply any Prize, the Grand Prize 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, epidemic, pandemic, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' control.

The Sponsor reserves the right to cancel, modify, or terminate this Prize Draw Program if, in the opinion of the Sponsor, fraud, misconduct, or technical failures destroy or threaten the integrity of the Prize Draw Program, if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Prize Draw Program, or in the event of any acts of God, any actions, regulations, orders, or applications by any governmental entity, equipment failure, terrorist acts, war, fire, epidemic, pandemic, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's control makes continuation of this Prize Draw to difficult for Sponsor to conduct. In the event of early termination of the Prize Draw, the Sponsor reserves the right, in Sponsor's sole discretion, to (i) determine the potential Prize winners and each Grand Prize winner from among all Eligible Entrants that were properly entered and present in Sponsor's BETT 2023 stand or booth as of the date and time of such termination, or (ii) terminate the Prize Draw without awarding any Prize(s) or any Grand Prize(s).

If due to circumstances beyond the control of the Sponsor, any event associated with this Prize Draw or any Prize 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 or any substitute award or prize.

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 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 entry or participating in this Prize Draw Program, but in no event attorneys' fees; and (iii) under no circumstances will any Entrant be permitted to obtain an award 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 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 Entrant and Sponsor in connection with this Prize Draw Program, shall be governed by and construed in accordance with the laws of England and Wales.

**Privacy**: By participating in this Prize Draw Program, each Entrant acknowledges and agrees that the Sponsor may collect the name, email address and telephone number of the person entering into this Prize Draw Program either individually or on behalf of the Entrant's School, and any other information that the Sponsor deems reasonable, necessary, and appropriate to collect. The Sponsor may use this information to administer this Prize Draw Program and for other lawful purposes.

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

- Emailing the Sponsor at <a href="mailto:privacy@prometheanworld.com">privacy@prometheanworld.com</a>; or
- Writing to the Sponsor at the following address: Promethean Limited, Promethean House, Whitebirk Industrial Estate, Lower Philips Road, Blackburn, BB1 5TH, UK, c/o Privacy Officer. Please include your email address and phone number with your correspondence along with the information needed to support your request.

**Prize Award Winners**: For a copy of these Official Rules or the names of the Grand Prize Winners, send a self-addressed, stamped envelope to: Promethean Limited, Promethean House, Whitebirk Industrial Estate, Lower Philips Road, Blackburn, BB1 5TH, UK, c/o Marketing Department. Please specify what information you are requesting. Requests for information regarding these Official Rules or the name of any Prize winners must be received by 30 April 2023.