

## NO PURCHASE NECESSARY TO BE AWARDED PRIZE

The SPRING CUE 2022 Prize Draw Program (the “SPRING CUE 2022 Prize Draw Program”) 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 SPRING CUE 2022 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 and to provide schools in need with access to the ActivPanel product.

**Prize Draw Program Sponsor:** Promethean, Inc., a Delaware corporation headquartered at 720 Olive Way, Suite 1500, Seattle, WA 98101, is the “Sponsor” of this Prize Draw Program.

**Prize Draw Period:** This Prize Draw Program begins on 17 March 2022 at 07:30 a.m. Eastern Standard Time (“EST”) and, unless terminated earlier by Sponsor, will end on 19 March 2022 at 3:00 p.m. EST (the “Prize Draw 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 individual schools, school districts or educational establishments with representatives participating in the SPRING CUE 2022 Trade Show (“SPRING CUE 2022”) during the Prize Draw Period 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 in their individual capacity, (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 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 avoidance of doubt, while an individual acting in his or her individual capacity is not eligible to enter into this Prize Draw, an individual acting as a representative of a school IS eligible to enter into this Prize Draw subject to the condition that the individual’s school is the Eligible Entrant and in the event the name of the individual acting as a representative of a school is selected as the prize draw winner, the Grand Prize will be awarded to the school that such individual is representing.

**How to Enter:** To enter into this Prize Draw, and in order to become eligible to be selected as the Grand Prize Winner of this Prize Draw, each Eligible Entrant must:

- 1) Have their conference badge scanned either at the Sponsor’s booth; or
- 2) Input required contact information into Sponsor’s lead capture tool.

Your school can have multiple entries in the Prize Draw; however, an individual can only submit one (1) entry on behalf of his or her school to the Prize Draw. For example, John Doe, a teacher or administrator affiliated with Main Street School, can submit one (1) entry into the

Prize Draw for Main Street School. Jane Doe, another teacher or administrator affiliated with Main Street School, can also submit one (1) entry into the Prize Draw for Main Street School. However, John Doe is not permitted to submit more than one (1) entry into the Prize Draw for Main Street School. In addition, if John Doe submits an entry into the Prize Draw for Main Street School, John Doe is not permitted to submit an entry into the Prize Draw for any other school.

3) Your school (via your name) will then be entered into the Prize Draw by the Sponsor.

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

**Winner Selection:** The winner of the Grand Prize for this Prize Draw will be randomly drawn from among all of the Prize Draw Eligible Entrants' entries received by Sponsor during the Prize Draw Period. Each Entrant understands and agrees that no prize will be awarded to the individual Entrant but instead will be awarded to the school or district that employs the winning Entrant.

**THE PRIZE DRAWING FOR THIS PRIZE DRAW SHALL BE CONDUCTED ON MARCH 19, 2022.**

The winner of the Grand Prize will be the school or school district that employs the first name randomly selected from all of the Prize Draw Eligible Entries. The odds of winning the Grand Prize will depend on the number of eligible entries received by the Sponsor during the Prize Draw Period. 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.

**Grand Prize:** The Grand Prize to be awarded by Sponsor is one (1) Promethean ActivPanel Elements Series, Titanium 75" model.

**No Substitutions or Exchanges:** No alternative prize may be requested, although Promethean reserves the right to substitute the prize if necessary. There is no cash alternative, and the prize cannot be transferred to any other person or school. Neither the Grand Prize Winner nor any Entrant may substitute, exchange, or apply 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 wins the Grand Prize, the Grand Prize will not be awarded and shall be retained by the Sponsor.**

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

1. The Grand Prize 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 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. The recipient of 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 the Grand Prize is solely responsible for any and all tax obligations of any kind or nature whatsoever attributable to the receipt of the Grand Prize.

3. In the event the school that wins the Grand Prize is unable to accept the Grand Prize for any reason whatsoever, Sponsor shall have the right, in Sponsor's sole discretion, to (i) terminate this Prize Draw Program and not award the Grand Prize to any school, or (ii) select another school to receive the Grand Prize.

**Prize Draw Conditions:** The conditions of the Grand Prize Award include the obligations and undertakings of the Grand Prize Winner to arrange with the Sponsor a mutually convenient time, within one hundred and twenty (120) days of the date of being selected as the Grand Prize Award Winner, for the delivery and installation 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 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 the Grand Prize Winner, any Entrant into this Prize Draw or any other person for failure to supply 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 Grand Prize Winner from among all Eligible Entrants that were properly entered as of the date and time of such termination, or (ii) terminate the Prize Draw without awarding the Grand Prize.

If due to circumstances beyond the control of the Sponsor, any event associated with this Prize Draw or the Grand 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 Grand Prize Award 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 the State of Georgia. 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 Georgia.

**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 submitting the Prize Draw Program Entry on behalf of the Entrant 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 [privacy@prometheanworld.com](mailto:privacy@prometheanworld.com); or
- Writing to the Sponsor at the following address: Promethean, Inc. c/o Privacy Officer, 4550 North Point Parkway, Suite 370, Alpharetta, Georgia 30022. Please include your email address and phone number with your correspondence along with the information needed to support your request.

**Grand Prize Award Winner:** For a copy of these Official Rules or the name of the Grand Prize Winner, send a self-addressed, stamped envelope to: Promethean, Inc., Attention: SPRING CUE 2022 Show Prize Draw Program, 4550 North Point Parkway, Suite 370, Alpharetta, Georgia 30022. Please specify what information you are requesting. Requests for information regarding these Official Rules or the name of the Grand Prize Winner must be received by 19 April 2022.