## NO PURCHASE NECESSARY TO BE AWARDED PRIZE

The Promethean Autumn Prize Draw (the "Promethean Autumn 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 Promethean Autumn Prize Draw (the "Prize Draw Program"). The purpose of this Prize Draw Program is to encourage the use of Promethean's ActivPanel 7 product and to provide schools in need with access to the ActivPanel product.

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

Prize Draw and Prize Draw Period: This Prize Draw Period begins on 1 October 2022, 8:00 AM GMT and, unless terminated earlier by Sponsor, will end on 31 December 2022 11:59 PM GMT (the "Prize Draw Period").

Who May Enter: Except as otherwise provided herein, this Prize Draw Program is open to individual schools, school districts or educational establishments in England, Ireland (Northern and Republic of Ireland), Scotland and Wales that purchase Promethean ActivPanel 7 products 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 Program, an individual acting as a representative of a school IS eligible to enter into this Prize Draw Program 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 a Prize Draw Winner, a Grand Prize will be awarded to the school that such individual is representing.

**How to Enter**: In order to become eligible to be selected as a Grand Prize Winner of a Prize Draw, each Eligible Entrant must:

- 1) Purchase any quantity of Promethean's ActivPanel 7 panel between 1 October 2022, 8:00 AM GMT and 31 December 2022, 11:59 PM GMT; and
- 2) By 31 December 11:59 PM GMT, complete the form and submit proof of purchase found at: <a href="https://www.prometheanworld.com/gb/microsites/promethean-autumn-prize-draw/">https://www.prometheanworld.com/gb/microsites/promethean-autumn-prize-draw/</a> ("Prize Draw Entry")

**Grand Prize Award:** The Grand Prize Award shall be based on the number of ActivPanel 7 products purchased by the Grand Prize Winner during the Prize Draw Period as follows:

Number of ActivPanel 7 products purchased during the Prize Draw Period	Grand Prize*
One (1) ActivPanel 7	One (1) ActivPanel 7
Two(2) to Five (5) ActivPanel 7 products	Two (2) ActivPanel 7 products
Six (6) or more ActivPanel 7 products	Three (3) ActivPanel 7 products

<sup>\*</sup>Delivery and installation are included as part of the Grand Prize Award.

## THE PRIZE DRAWING FOR THIS PRIZE DRAW SHALL BE CONDUCTED ON OR BEFORE JANUARY 9, 2023.

Winner Selection: The winner of the Grand Prize of this Prize Draw will be randomly selected from among all of the Prize Draw Eligible Entrants' entries received by Sponsor during an individual 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. THERE IS NO COST OR CHARGE TO ENTER OR PARTICIPATE IN THIS PRIZE DRAW PROGRAM.

The winner of any 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 a Grand Prize will depend on the number of eligible entries received by the Sponsor during a 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 Program and shall not be subject to appeal.

**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.

Prize Draw Winner Notification and Requirements: Sponsor will send an email to the Prize Draw Winner to inform the Prize Draw Winner that he or she is the winner of the Prize Draw (the "Notification Email"). The Prize Draw Winner must respond to the Notification Email sent by the Sponsor or otherwise contact the Sponsor to make arrangements to claim the Prize Draw Award within ninety (90) days of the date of the Prize Draw or the date that Sponsor sends the Notification Email, whichever is later. If the Prize Draw Winner does not make arrangements to claim the Prize Draw award or does not respond to the Sponsor's Notification Email within ninety (90) days, the Sponsor may conduct a redraw to select a new Prize Award Winner or, in Sponsor's sole discretion, Sponsor may terminate this Prize Draw without selecting another winner and retain the Prize. Any such re-draw will be conducted on the day and date as determined by the Sponsor. 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.

## 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. 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 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 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 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 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 <a href="mailto:privacy@prometheanworld.com">privacy@prometheanworld.com</a>; 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.

**Grand Prize Award Winner**: For a copy of these Official Rules, send a self-addressed, stamped envelope to: Promethean Limited, Attention: Autumn Prize Draw Program, 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 the Prize Draw Award Winner must be received by 9 February 2023.