Promethean[®]

NO PURCHASE NECESSARY TO ENTER

The Promethean-Netherlands 2021 Back to School 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

Prize Draw Name and Purpose: This is the Promethean-Netherlands 2021 Back to School Prize Draw (the "Prize Draw"). The purpose of this Prize Draw is to encourage educators to learn more about Promethean products and services.

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 Period begins on 1 October 2021 at 9:30 a.m. Central Europe Time ("CET") and ends on 31 October 2021 at 3:30 p.m. CET.

Timekeeping: The Sponsor has the official time keeping device for the Prize Draw.

Prize Draw Submissions: To be eligible for entry in the Prize Draw, each individual Entry must be completed and submitted for entry during the Prize Draw Period. Any Entry submitted before or after the dates and times set forth in the Prize Draw Period, for any reason, will be disqualified from the Prize Draw.

Who May Enter: Except as otherwise provided herein the Prize Draw is open to individuals that are employed by a school or educational institution located within The Netherlands that complete the Promethean Request for Demonstration form located at <u>www.PrometheanWorld.com/nl/prijs</u> during the Prize Draw Period and meet the Prize Draw Program eligibility requirements set forth herein and otherwise comply with these Official Rules ("Eligible Entrants").

The following classes of persons are NOT eligible to participate the Prize Draw: (1) individuals that are not employed by a school or educational institution located within The Netherlands, or (2) 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 these Prize Draw Programs (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 stepgrandchildren), and each of their respective spouses.

How to Enter: To enter into the Prize Draw and to become eligible to be selected as the Prize Winner of the Prize Draw, each Eligible Entrant must complete and submit the Promethean Request for Demonstration form found at: <u>www.PrometheanWorld.com/nl/prijs</u>, during the Prize Draw Period.

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

ENTRY INTO THE PRIZE DRAW IS LIMITED TO ONE (1) ENTRY PER PERSON. For the avoidance of doubt, multiple individuals from the same school or educational institution are permitted to enter this Prize Draw.

Winner Selection:

THE PRIZE DRAWING FOR THIS PRIZE DRAW SHALL BE CONDUCTED ON OR BEFORE 12 NOVEMBER 2021 ON A DATE, AND AT A TIME, DETERMINED BY SPONSOR. The winner of the Prize for the Prize Draw will be the first name randomly selected by Sponsor from among all of the Prize Draw Eligible Entrants' Entry Forms received by Sponsor during the Prize Draw Period.

The odds of winning the Prize will depend on the number of eligible entries received by the Sponsor during the Prize Draw Period.

By entering the Prize Draw Program, 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 regard to administering the Prize Draw and shall not be subject to appeal.

Prize Draw Award: One (1) Prize Draw Award shall be awarded under this Prize Draw. The Prize Draw Winner will receive a LEGO MINDSTORMS Robot Uitvinder (valued at approximately €389,95 including VAT).

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, prize or purchase. The prize provided as the Prize Draw Award is provided on an "AS IS" basis with no warranty provisions.

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 re-draw to select a new Prize Award Winner. 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.

Prize Draw Award Claim Procedures for Prize Draw Winner:

- 1. The 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 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, labor dispute or strike, labor 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, 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 each such Entrant's name, surname, email address, job role and title, school or company name, school or company address, telephone number, 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;
- to provide general or specific information about Sponsor's products and services to each individual Prize Draw entrant (provided that each entrant, individually, shall always retain the rights relating to the processing of their personal data to include but not be limited the right to be forgotten or the option to unsubscribe from, or opt out of receipt of future product marketing and advertising messages from Sponsor); or
- ➢ for all other lawful purposes.

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

- Emailing the Sponsor at <u>privacy@prometheanworld.com</u>; 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-Netherlands 2021 Back to School 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 the Prize Draw Award Winner must be received by 3 December 2021.