Game On K12 Challenge Terms and Conditions

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

BY PARTICIPATING IN THE STRIDE, INC. GAME ON K12 CHALLENGE ("CONTEST"), EACH PARTICIPANT REPRESENTS AND WARRANTS THAT THEY MEET THE ELIGIBILITY REQUIREMENTS DETAILED WITHIN THESE OFFICIAL RULES AND ACKNOWLEDGES THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN DISQUALIFICATION. ENTRY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. ALL ENTRIES (INCLUDING ALL SUBMITTED AND WINNING PROPOSALS) AND REQUESTS BECOME THE PROPERTY OF STRIDE, INC. (THE "SPONSOR").

Registration for Game On K12 begins at 9 AM Eastern Time (ET) on December 12, 2023, and will close at 11:59 PM (ET) on January 31, 2024. Game On K12 entries must be received at time of registration to be eligible for the Contest.

ELIGIBILITY: The Contest is open to legal residents of the 50 United States and the District of Columbia. Contestants must be enrolled in grades K–12 at time of entry ("Entrant" or "You") and must reside in the U.S. at the time of their entry to be eligible for the Contest. Parents or guardians of students under the age of 13 must submit entries on behalf of their student(s). Employees of the Sponsor and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, distributors (collectively, "Contest Entities"), and their immediate family members and/or those living in the same household of each are eligible to enter or win. Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. The Sponsor's decisions are final and binding on all matters.

HOW TO ENTER: Visit <u>https://enrichment.k12.com/gameon</u> and follow all on-screen instructions to complete the official entry form. Submitting an entry by the deadline is required to be eligible for the Contest. The entry must be created solely by the Entrant and contain a pitch with an idea for an educational game. Parents or guardians of students under the age of 13 must submit entries on behalf of their student(s), and the entries should be solely the original ideas and work of the student entering. All entries must be received during the Contest Entry Period (effective 9 AM (ET) on December 12, 2023, through 11:59 PM (ET) on January 31, 2024). For the purposes of these Official Rules, receipt of an entry occurs when the Sponsor's server (or Website) records the entry information. "Website" means any website owned or operated by K12, Stride, or its affiliates. Once you submit your entry, your



submission is final and may not be modified or edited. Any automated computer receipt (such as one confirming delivery of entry) does not constitute proof of actual receipt by the Sponsor for the purposes of these Official Rules. Entrant is subject to all notices posted on Website, including, but not limited to Sponsor's privacy policy.

Except where prohibited by law, entry submission grants the Sponsor the right in perpetuity to reproduce, publish, use, edit, adjust, modify, abridge, condense, sublicense, and excerpt such game proposals and/or comments in any way, in any and all media, without limitation and without compensation to Entrant. Submission of a game proposal in the Contest further constitutes Entrant consent to irrevocably assign and transfer to the Sponsor any and all rights, title, and interest in and to the game proposal, including, without limitation, all copyrights. The Sponsor may publish and/or promote a game proposal, or a portion of a game proposal. If a game proposal, or a portion of a game proposal in this Contest, nor does it create a confidential relationship between you and the Sponsor or any of its respective affiliates or subsidiaries.

Game proposals must be in English and must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights; trademarks; rights of privacy; publicity or other intellectual property; or other rights of any person or entity. The Sponsor reserves the right to request proof of these permissions in a form acceptable to the Sponsor from any Entrant at any time. Entrant agrees to fully indemnify and defend the Sponsor and the Contest Entities from any and all third-party infringement claims arising from breach of these representations and warranties.

Entries must comply with the following content guidelines to be eligible:

- Game proposals cannot be sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender (including gender identity or gender expression), disability, sexual orientation, religion, or age group; profane or pornographic; or contain nudity.
- Game proposals cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.
- Game proposals cannot be obscene or offensive or endorse any form of hate or hate group.
- Game proposals cannot defame, misrepresent, or contain disparaging remarks about other people or companies.
- Excepting that of the Sponsor, game proposals cannot contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertise or promote any brand or product of any kind without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses, or street addresses.



- Excepting that of the Sponsor, Game proposals cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media) without written permission.
- Game proposals cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without written permission.
- Game proposals cannot communicate messages or images inconsistent with the positive images and/or goodwill with which the Sponsor wishes to associate.
- Game proposals cannot depict the violation of any law and cannot itself violate any law or otherwise.
- Plagiarism will result in disqualification.
- Game proposal must be for a game idea that is educational is some way, shape or form.
- By submitting their entry, the Entrant certifies that, to the best of their knowledge, the entry submitted is an original work of authorship by the Entrant and that it is not copied or derived from, nor does it include, any other person's copyrighted work. If any of the work has been derived from an AI tool, the designated portions must note the AI tool that was used, the name of the AI tool, and dates on which the tool was used.

All entries must be received no later than 11:59 PM (ET) on January 31, 2024. Entries received after the deadline will not be part of the Contest and will not be eligible to win.

Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

At the conclusion of the Competition, if there are no entries that earn a minimum criteria score of 80% for a grade level, no one will be determined a winner. Judges' decisions are final and binding. Only winners and semi-finalists will be notified.

JUDGING: At the conclusion of the Contest registration, there will be three rounds of judging.

- Round 1: Judges will review initial game pitch ideas submitted at registration. All game ideas that meet the below judging criteria will move on to round 2 and be asked to submit a proposal building out their game idea:
 - Entrant-submitted Game Title
 - Entrant-submitted Game Pitch that gives a basic understanding of the game idea
 - Entrant-submitted Game Concept that has educational value



- Round 2: Judges will review the game proposals submitted by Entrants that advanced from round 1 and select 4 proposals per grade band (K-2, 3-5, 6-8, 9-12) to advance to Round 3 (16 proposals).
- Round 3: Semi-finalists will work to develop a trailer demo of their game that will be made available for the public to view and vote for one People's Choice winner per grade band. One semi-finalist will be declared the Game On K12 winner in each grade band by a panel of judges.

CRITERIA: A panel of judges consisting of Stride Inc. personnel and non-Stride personnel ("Judges") will determine the entries moving on from Round 1 to Round 2 based on the following criteria:

- Entrant-submitted game title (25%)
- Entrant-submitted game pitch that gives a basic understanding of the game idea (50%)
- Entrant-submitted game concept that has educational value (25%)

A panel of judges consisting of Stride Inc. personnel and non-Stride personnel ("Judges") will determine the entries moving on from Round 2 to Round 3, and the overall winners in each grade band based on the following criteria from the individuals submitted game proposals:

- Game title (i.e., Game title is creative and original) (5%)
- Objective and goal of the game (i.e., the objective and goal of the game are clear and relate to education content that is creatively used in a fun and enticing way) (20%)
- Characters in the game (i.e., the characters are relevant to the story and educational content of the game and have been well developed) (20%)
- Story of the game (i.e., the story of the game is relevant, well-structured, and engaging with context and creativity) (20%)
- Mechanics of the game (i.e., the mechanics of the game contribute to the educational experience while making the learning experience enjoyable and effective) (20%)
- How you win the game (i.e., the way you win is innovative, challenging, motivating, and creates a strong desire for learning and mastery of the game) (15%)

TIES: In the event of a tie, the entry from among the tied entries with the highest Objective and Goal scores will be declared the winner. In the event of a further tie, the entry from among the tied entries with the highest Story score will be declared the winner. In the event of further ties, the Judges will make the final determination as to which entry will win.

The Sponsor reserves the right not to award a prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified entries for a given category.

CONTEST PRIZES AND CORRESPONDING APPROXIMATE RETAIL VALUES ("ARV"):



The Judges' winning Entrant in each grade band will receive their choice of one of the following gaming consoles at an approximate value of \$500: Sony PlayStation[®]5; Microsoft Xbox Series X; Nintendo Switch[™]; or Valve Steam Deck[™]. (ARV: \$500).

The People's Choice winning entrant in each grade band will receive a \$100 Amazon e-gift card (ARV: \$100).

Total ARV up to: \$2,400

Amazon is not, in any way, associated with the Sponsor or this Contest. Gift cards will not be replaced if lost, stolen, or misused. IRS form 1099 may be issued and filed for winners, and winners are required to provide all information necessary for the form 1099 prior to receiving the award.

WINNER NOTIFICATION: Winners will be notified by email, telephone, and/or U.S. mail within seven calendar days of the Winner Reveal. They may be required to complete and return a notarized Affidavit of Eligibility and Liability and, where permissible, a Publicity Release ("Affidavit/Release") within seven days of the date specified on the notification, or an alternate winner may be determined. If an Affidavit/Release and/or if any required document(s) is not returned within such time period—or if a selected winner cannot accept or receive the prize for any reason, or if they are not in compliance with these Official Rules—the prize will be forfeited, and an alternate winner may be determined. If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in their state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute the Affidavit/Release (or any required document) on the minor's behalf. Prizes are awarded within 30 days after winner verification. Prizes are not redeemable for cash and are non-assignable or transferable except to a surviving spouse. The Sponsor reserves the right to substitute a prize, or portion of any prize, with one of equal or greater value in case of unavailability. No other substitutions are permitted. Winners acknowledge that the Sponsor and all other businesses concerned with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness, or merchantability of any aspect of any prize. Each winner will be responsible for all federal, state, local, and income taxes associated with winning their prize. Incidental expenses on any prize not specified herein are each winner's sole responsibility. Except where prohibited by law, entry and acceptance of a prize constitutes permission for the Sponsor and its agents to use each winner's name, prize won, hometown, likeness, game proposal, and statements for purposes of advertising, trade, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, or permission.

CONDITIONS OF ENTRY: Entrant agrees to these Official Rules and the decisions of the Judges and the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors, and assigns ("Releasing



Parties"), release, defend, and hold harmless the Contest Entities, as well as the employees, officers, directors, and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Entrant participation, acceptance, and use or misuse of any prize.

In the event the Sponsor is prevented from continuing with the Contest as planned herein by any event beyond its control, including but not limited to fire, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any winner or guest, Sponsor shall have the right to modify, suspend, extend, or terminate the Contest. Entrant assumes all liability for any injury, including death or damage caused or claimed to be caused by participation in this Contest or use or redemption of any prize.

This Contest shall be governed by and interpreted under the laws of the Commonwealth of Virginia, USA, without regard to its conflicts of laws provisions. Entrant hereby agrees that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of, or in connection with, this Contest shall be resolved, upon the election by the Entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and Entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and Entrant alone.

Furthermore, Claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement, and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or



unenforceable, the entire provision (other than this sentence) shall not apply. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of any prize.

LIMITATIONS OF LIABILITY FOR WEB ACCESS: The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering or hacking, or by any of the equipment or programming associated with or utilized in the Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to the Website. The Sponsor is not responsible for injury or damage to an Entrant or to any other person's computer related to or resulting from participating in this Contest or downloading and/or uploading materials from or using the Website. Suppose for any reason, the Contest is not capable of running as planned because of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest. In that case, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and determine winners from all eligible entries received prior to that action taken.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro, or use of automated devices, are void. Entries made with multiple email addresses, under multiple identities, or using any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void. In the event of a dispute, entries will be deemed to have been submitted by the Authorized Account Holder of the email address provided at the time of entry. "Authorized Account Holder" means the natural person assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, or misdirected entries.

WINNERS LIST: For the names of the winners (available 30 days after the end of Round 3 judging), visit <u>https://enrichment.k12.com/</u>.

OPT IN/OPT OUT: By entering the Contest, Entrant agrees that collected information from the Entrant may be used for future communications, solicitations, and marketing efforts (via U.S. mail, phone, text, or email) by Sponsor regarding its products, services, school offerings (including current offers), promotions, and enrollment opportunities, in addition to being used to notify winners. Calls and/or texts may use a device that autodials the number provided. Message and data rates may apply. Refer to the Sponsor's privacy policy at <u>https://www.stridelearning.com/privacy-policy.html</u> to learn how to opt out if you do not wish to receive future offers from the Sponsor.

