

## **K12 MINECRAFT CHALLENGE: BACK TO SCHOOL OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**BY PARTICIPATING IN THE STRIDE, INC. MINECRAFT CHALLENGE(S) ("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 PHOTOS) AND REQUESTS BECOME THE PROPERTY OF STRIDE, INC. (THE "SPONSOR") AND WILL NOT BE RETURNED OR ACKNOWLEDGED.**

**Contest begins at 9 AM Eastern Time ("ET") on Monday, August 12, 2024 and ends at 5:00PM (ET) on Monday, September 16, 2024 ("Contest Entry Period").**

**ELIGIBILITY:** Contest is open to legal residents of the 50 United States or the District of Columbia. Contestants must be enrolled in grades K–12 at time of entry ("Entrant Team" or "You") and must reside in the U.S. at the time of their entry to be eligible for the Contest. Contestants must be enrolled in a K12-powered school 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 Sponsor and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, retailers, 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. Sponsor's decisions are final and binding on all matters.

**HOW TO ENTER:** Visit [K12 Minecraft Challenge: Back to School page](#) and follow all onscreen instructions to complete the official entry form. **Uploading a submission is required.** Submission can be in .jpg, .jpeg, .png, .PDF, .PPT, or .docx. Submission should not exceed 50MB in size. Submission must be created by Entrant, can be in color or black and white, and uploaded in compliance with the Contest requirements. All entries must be received during the Contest Entry Period. For the purposes of these Official Rules, receipt of an entry occurs when Sponsor's server (or Website) records the entry information (resulting from Entrant clicking on the "Submit" button).

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 Sponsor for purposes of these Official Rules. Entrants are subject to all notices posted on Website, including, but not limited to Sponsor's privacy policy. All entries eligible for the Contest will be prescreened by the Sponsor within five business days of submission prior to posting on the Website.

By submitting Minecraft creation, Entrant understands and grants permission for the submission to be posted on Website for viewing by visitors to the Website. Sponsor and Contest Entities are not responsible for any unauthorized third party use of any submission.

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 submission and/or comments in any way, in any and all media, without limitation and without compensation to Entrant. Submission of Minecraft creation in the Contest further constitutes Entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title, and interest in and to the submission, including, without limitation, all copyrights. The Sponsor may publish and/or promote submission, or a portion of the submission. If a submission, or a portion of the submission is selected for publication and/or promotional purposes, it does not imply that it is a winning submission in this Contest, nor does it create a confidential relationship between you and the Sponsor or any of its respective affiliates or subsidiaries.

Submission dialog/audio 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. If the submission contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Minecraft creation, any and all releases and consents necessary to permit the use and exhibition of the submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Minecraft submission/creation. If any identifiable person appearing in the photo is under the age of majority in his or her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. By submitting a creation, the Entrant (or, if an eligible minor, his or her parent or legal guardian) warrants and represents that he, she, and/or any persons appearing or who are identifiable in the photo consent to the submission and use of the creation in this Contest, and to its posting on Website in connection with the Contest. Entrant agrees to fully indemnify and defend Sponsor and the Contest Entities from any and all third-party infringement claims that may arise out of its breach of these representations and warranties.

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

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group, profane or pornographic, or contain nudity;
- Content 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;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent, or contain disparaging remarks about other people or companies;

- Excepting that of the Sponsor, content 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, content 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 permission;
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict and cannot itself be in violation of any law or otherwise.
- Submissions should not exceed 50 MB. Photos exceeding 50 MB may still be featured but are not eligible to win.
- Plagiarism will result in disqualification.

All entries must be received no later than 5:00pm ET on Monday, September 16, 2024. Entries submitted after the deadline may still be featured but will not be eligible to win.

Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion. The Sponsor reserves the right to not 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.

**JUDGING & VOTING:** At the conclusion of the Contest, winners will be determined by the total number of votes received through public voting. A winner will be selected in each grade band (K-2<sup>nd</sup> grade, 3<sup>rd</sup>-5<sup>th</sup> grade, 6<sup>th</sup>-8<sup>th</sup> grade, 9<sup>th</sup>-12<sup>th</sup> grade) to receive a prize, resulting in four (4) winners.

- Public voting will happen through the Minecraft challenge landing page starting 9 AM (ET) on September 17, 2024, through 5 PM (ET) on October 1, 2024. Any individual will be eligible to vote and will be allowed one vote per day during the voting period

**CONTEST PRIZES & CORRESPONDING APPROXIMATE RETAIL VALUES (“ARV”):**

Each winner in each grade band will receive a \$25 Amazon e-gift card. Only winners will be notified.

**WINNER NOTIFICATION:** Potential winners will be notified by email, or telephone, and/or US mail within 5 calendar days of the end of the public voting period and 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 date specified on 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 he or she is 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 his or her 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 Affidavit/Release (or any required document) on 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. No substitutions are permitted except 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. 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 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 his or her prize. Incidental expenses on any prize not specified herein are each winner's sole responsibility. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, Minecraft creation, 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:** Entrants agree 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's participation, acceptance and use or misuse of any prize.

In the event 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. Entrants assume 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, U.S. without regard to its conflicts of laws provisions. Entrants hereby agree 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 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, then 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.

Sponsor and Entrant agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any the Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within 30 days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any office of the American Arbitration Association.

**LIMITATIONS OF LIABILITY FOR WEB ACCESS:** The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, or 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's or to any other person's computer related to or resulting from participating in this Contest or downloading and/or uploading materials from or use of the Website. If for any reason, the Contest is not capable of running as planned by reason 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, 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 through the use of 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 (including photos, photos, and/or essays) 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 who is assigned to an email address by an internet access provider, online service provider, or other organization that is 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 21 calendar days after end of contest), please visit <https://www.smores.com/y9d23-national-contest-challenge-winners>.

**OPT-IN/OPT-OUT:** By entering the Contest, Entrants agree that collected information from Entrants may be used for future communications (via U.S. mail, phone, text or email) by Sponsor regarding its products and services including current offers and promotions, in addition to being used to notify winners. Refer to the Sponsor's privacy policy at <https://www.stridelearning.com/privacy-policy.html> to learn how to opt-out if you do not wish to receive future offers from Sponsor.