



iPad Mini LAUSD Summer Drawing 2020

1. Promotion Description: The "iPad Mini LAUSD Summer Drawing" begins on June 24, 2020 and ends on July 29, 2020 (the "**Promotion Period**"). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these terms and conditions ("**Official Rules**"), the decisions of Edgenuity ("**Sponsor**"), which shall be final and binding in all respects, and Sponsor's Privacy Policy. Sponsor is responsible for the collection and review of entries and the overall administration of the Contest. Official Rules are subject to change in Sponsor's sole discretion and without notice.

2. Eligibility: The Summer School giveaway is only available to Virtual students. Blended students are not eligible for the contest. To be eligible for the drawing, students must be on pace, ahead of pace, or no more than 10% behind pace in all of their Edgenuity summer school classes. If a student is selected in one of the drawings, they must also complete all of their Edgenuity summer school classes on time in order to be eligible to receive their iPad mini. In each drawing, the Sponsor will select one (1) winner from middle school and one (1) winner from high school, beginning on June 24, 2020 and ending on July 29, 2020. All winners must maintain eligibility for the prize by completing all of their Edgenuity summer school classes on time. If a winner becomes ineligible by failing to complete all of his/her Edgenuity courses, another winner who meets the criteria will be randomly selected. . The Contest is specifically void where prohibited by law. Employees of Sponsor and their respective students, parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors, and employees (collectively, the "**Promotion Entities**"), and their immediate families with whom they reside are not eligible to win. The definition of immediate family as it pertains to these rules includes mother, father, brother, sister, spouse, and child.

3. How to Enter: All students eligible for the drawing will be entered automatically. No other entry is required. The Sponsor will notify the winners. No purchase is necessary to enter or win.

4. Contest Period: The Contest begins on June 24, 2020 at 12 a.m. (CDT). The final drawing will occur on July 29, 2020 at 11:59 p.m. (CDT).

5. Prizes: iPad Minis will be mailed to winners after July 29, 2020, once final eligibility has been determined.

Each winner is solely and fully responsible for any and all costs and expenses and applicable federal, state, and local taxes related to prizes received. All prizes are awarded "as is". Sponsor does not make, nor is Sponsor in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize including, but not limited to, quality, merchantability, fitness for a particular purpose, or condition. The prize is nontransferable and non-exchangeable. No substitutions or cash redemption of prizes are permitted except that Sponsor retains the right to substitute a prize of equal or greater retail value (or at Sponsor's election, the cash value of the applicable prize). Additional restrictions may apply.

6. Selection of Winners: The winners will be contacted by email at the address entered in the Edgenuity Student Information System (Genius) as of Friday, August 10, 2020. If a winner cannot be reached by email or does not respond to notification within forty-eight (48) hours of the drawing, the prize will be forfeited and another eligible entry may be drawn. The process will be repeated as necessary to ensure a winner for each drawing. Sponsor shall have no liability for a winner's failure to receive notices due to a winner's computer spam, junk email, or other security settings or for

winner's provision of incorrect or otherwise non-functioning contact information. Sponsor reserves the right to use third-party websites or devices to facilitate the random selection.

7. Probability of Winning: The probability of winning a prize depends on the total number of eligible students during the contest period in accordance with these rules.

8. Decisions Final: All decisions made by Sponsor with respect to all aspects of this Contest are final and not subject to challenge. Sponsor expressly reserves the right to take any steps it deems necessary, in its absolute discretion, including the limiting of entries and the exclusion of entrants, to ensure that the Contest is fairly conducted for all entrants and Sponsor. Sponsor reserves the right to cancel or modify the Contest or disqualify an Entrant, with or without cause, or if fraud or any other factor impairs the spirit or integrity of the Contest, as determined by Sponsor in its sole discretion. If Sponsor cancels or modifies the Contest, Sponsor reserves the right to award or not award prizes in its sole discretion.

9. No Liability: By entering, all Entrants release, indemnify, and hold harmless Sponsor and its employees, agents, and representative from any and all liability for any and all injury, loss, and damage of any kind, arising from or in connection with the Contest or receipt or use and/or misuse of any prize. Sponsor assumes no responsibility or liability for any risk associated with the acceptance or use of the prizes awarded as part of this Contest or any liability associated with online or electronic entries, and expressly disclaims liability from loss or damage to a participant's property and equipment, however caused, arising from bugs, viruses, or technical failures in any way associated with or arising from online or electronic entries. Entrants hereby waive all rights to any claims, punitive, incidental or consequential damages, or any other damages whatsoever, including court costs and attorneys' fees, in connection with the Contest. Furthermore, Entrant agrees that any and all disputes and causes of action arising out of or connected with this Contest and the prizes awarded shall be resolved solely by Sponsor, shall be final and binding, and without resort to any form of class action.

10. Consent to Use: By entering the Contest, Entrants consent to the use of their name, address, phone number, and email address by Sponsor for the explicit purpose of conducting the Contest and awarding the prize.

11. Personal Information: The personal information obtained from the Contest entry form will not be used or disclosed by Sponsor for any purpose whatsoever other than general Contest administration and the purposes set forth in these rules. All Entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list.

12. Applicable Laws: This Contest is subject to all applicable state and federal laws and regulations, excluding conflicts of laws principles. All federal, state, and local laws and regulations apply. Entrants hereby consent to the exclusive jurisdiction and venue of the courts located in Maricopa County, Arizona for any causes or controversies arising out of the Contest. Entrants waive any and all objections to jurisdiction and venue in these courts. Void where prohibited by law.

13. Arbitration: Any and all disputes related to the Contest will be submitted to confidential, binding arbitration before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Maricopa County, Arizona. Arbitration judgment and award may be entered into any court having jurisdiction. Entrants will have no right to any injunctive or equitable relief in connection with the Contest. The prevailing party in any dispute will be entitled to collect its costs and expenses, including reasonable attorneys' fees, in connection with any dispute.

14. General Conditions:

a. Sponsor shall not be responsible for Acts of God, acts of terrorism, actions or inactions of any governmental entity (foreign or domestic) or its agencies and/or departments, civil unrest or disturbances, riots, work stoppage delays, postponements, inclement weather, rescheduling, natural disasters, government-ordered shelters-in-place or shut-downs, epidemics or pandemic or any other event or occurrence outside its respective control.

b. If, in Sponsor's sole determination, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties or methods used to submit entries compromise the spirit and/or integrity of the Contest, Sponsor reserves the right in its sole discretion to void any entry at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process or for whom tampering or interfering is done on his/her behalf), and/or to cancel, terminate, modify, or suspend the Contest, in whole or in part, at any time without notice.

c. Sponsor is not responsible for any problems or technical malfunction of any network, system, server, provider, equipment, software, or entry received by Sponsor or any web site, related to or resulting from participation in the Contest, as well as any third-party websites or devices used to facilitate the random selection of a winner.

17. Sponsor: The Sponsor of the Contest is Edgenuity, Inc., 8860 E Chaparral Rd, Scottsdale, AZ 85250.