

Learning Ally 2024 Great Reading Games Contest Official Rules

1. Eligibility: Learning Ally Great Reading Games Contest (the “Contest”) is open only to enrolled Learning Ally schools of the fifty (50) United States and the District of Columbia. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator: Learning Ally, Inc., 20 Roszel Road, Princeton, NJ 08540.

3. Timing: The Contest begins on January 8, 2024 at 12:00 a.m. Eastern Time (“ET”) and ends February 23, 2024 at 11:59 p.m. ET (the “Contest End Date”).

4. How to Enter: Enrolled Learning Ally schools of the fifty (50) United States and the District of Columbia will automatically receive entry into the Contest. Any attempt by a school to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the enrolled Learning Ally School can opt out of the Contest by contacting Learning Ally’s Customer Care team at 1-800-221-4792 or <https://learningally.org/Contact-Us>.

5. Awards: Decisions as to the administration and operation of the Contest and the selection of the potential winners is determined by the Administrator and are final and binding in all matters related to the Contest. Administrator will evaluate the score results after the Contest End Date. The score will only be calculated for those schools using Learning Ally’s audiobook reading app. Points will be given as follows:

Boost Up Points

Starting December 1, 2023 at 12:00 a.m. Eastern Time (“ET”) and ending December 31, 2023 at 11:59 p.m. ET

- 1000 points for every unique educator that adds a book to a student’s bookshelf
- 5000 points if you get 4 or more educators to add a book to a student’s bookshelf

Reading Points

Starting January 8, 2024 at 12:00 a.m. Eastern Time (“ET”) and ending February 23, 2024 at 11:59 p.m. ET

- 100 points for every day a student reads 20 minutes on a weekday (M, T, W, Th, F);
- 50 points for every day a student reads 20 minutes on a Saturday or Sunday;
- 10 points for every page read;
- 1 point for every student that you have reading during the contest period.

Points will be added together to determine your rank. Only schools that have at least 5 students with reading activity showing during the Contest period will be eligible to win. Schools with less than 5 students can still participate but those students will only be eligible for individual prizes.

We reserve the right to validate or investigate any reading data.

6. Brackets: Participating schools will be placed into one of 12 brackets based on the name of the school, students' grade levels and school's previous reading activity. The Top 10 schools will be shown on a leaderboard in each bracket.

There are three bracket categories for grade level: elementary school (PK-5), middle school (6-8) and high school (9-12).

A school's grade category is determined by the name of the school or, in the scenario where Elementary, Primary, Middle, Junior High, Jr. High, or High does not exist in the name, the maximum number of students reading in a grade level. In the event that Elementary, Primary, Middle, Junior High, Jr. High, or High does not exist in the school name, the grade level with the highest number of students reading is then compared to grade categories; this then determines which grade category the school is placed in. (Example: School XYZ has 13 kids reading in grade 4, 12 kids reading in grade 5, and 19 kids reading in grade 6. Since 19 is the highest count of students reading, grade 6 is the MAX grade band and therefore this school competes in the middle school category.)

In the event that there is a tie across all grade levels, the school's grade category is simply the highest of the grade levels. (Example: School ABC School XYZ has 13 kids reading in grade 4, 13 kids reading in grade 5, and 13 kids reading in grade 6. All grades are tied but Grade 6 is the highest grade category; therefore this school competes in the middle school category.)

In the event that Elementary, Primary, Middle, Junior High, Jr. High, or High does not exist in the school name, and there are no students reading, the school will be placed by default in the Middle School Blue bracket.

Under each grade level category, there are four brackets: purple, blue, green and orange. Schools are placed into these brackets based on their past reading activity with Learning Ally. The Administrator has

completed in-depth analysis to place schools into a bracket in order to allow them to participate in the Contest alongside other schools that are most like them. The longevity of the school's participation with Learning Ally, the number of students reading, and the amount of reading were all taken into consideration. Decisions as to the placement of schools into a bracket is determined by the Administrator and are final and binding in all matters related to the Contest.

7. Prizes:

- \$500 digital gift card for the top school in each bracket
- \$100 digital gift card for schools placing 2nd through 5th in each bracket
- \$50 digital gift card for schools placing 6th through 10th in each bracket
- \$50 digital gift card for the top 30 students in each grade level (10 in Elementary, 10 in Middle and 10 in High School)

Winners may also be featured in promotional videos and stories on the Learning Ally website and other media outlets.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or a component thereof for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on utilization of Learning Ally software (pages and days read) during the Contest Period and participation in the Secondary Award.

8. Prize Claim: An educator at the winning school will receive an email from Learning Ally if their school or students wins. After receipt of the email, the educator must confirm their prize by providing an email address to send the prize.

9. Publicity: Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor's and its agents' use of the winner's school name, photograph, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Students' full name and information will not be shared unless the Administrator receives confirmation that the school has parent permission.

10. Release: By entering the Contest, each entrant agrees to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final, to forever waive any rights to claim ambiguity with respect to these Official Rules and to forever and irrevocably to release, defend, indemnify and hold harmless Contest Entities, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Released Parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest including but not limited to any Contest-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Contest, (b) typographical errors in these Official Rules or any Contest promotional materials, (c) acceptance, attendance at, participation in, travel related to, possession, receipt, delivery of, defects in, use, misuse or inability to use a prize (or any component thereof), (d) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control, (e) any interruptions in or postponement, cancellation, or modification of the Contest, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the entry, (h) any technical malfunctions or unavailability of the Contest Site or any computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider utilized by any of the Contest Entities or by an entrant, (i) interruption or inability to access the Contest, the Contest Site or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (j) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities, or any of their agents or employees, (n) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof). Prizes are provided, as is, without warranty of any kind. Each prize winner hereby acknowledges that the Contest Entities have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any component thereof.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner.

Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for New Jersey or the appropriate New Jersey State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.learningally.org/privacy/>.