

**Carnegie Learning Survey Sweepstakes  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**1. Eligibility:** The Carnegie Learning Survey Sweepstakes (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age and the age of majority in their state of residence at time of entry, and who receive an email from Sponsor with a link to a Survey Monkey survey. Employees, contractors, directors, officers, and agents of Carnegie Learning, Inc. (“Sponsor”) and its parent, affiliates, subsidiaries, distributors, sales representatives, agents, brokers and advertising, promotion and other agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such individual (whether or not related) are not eligible to enter or win.

This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. **IMPORTANT: PLEASE READ THESE OFFICIAL RULES, WHICH ARE A CONTRACT, CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.** Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Carnegie Learning, Inc., 501 Grant Street, Union Trust Building, Suite 1075, Pittsburgh, PA 15219.

**3. Sweepstakes Entry Period:** There are three (3) sweepstakes periods for this Sweepstakes, as follows (each, a “**Sweepstakes Entry Period**” and together, the “**Sweepstakes Entry Period**”):

- April 7, 2023 to April 21, 2023
- April 14, 2023 to April 28, 2023
- April 28, 2023 to May 12, 2023

Each Sweepstakes Period begins at 12:00:00am Central Time (“CT”) and ends at 11:59:59pm CT.

**4. How to Enter:** During the Sweepstakes Entry Period, Sponsor, or its authorized designee, will send a survey invitation by email, inviting eligible participants to visit a designated website (the

“Sweepstakes Site”) to complete a survey. To enter, eligible participants must click the link or otherwise follow the instructions contained in the survey invitation email and then follow the on-screen links and instructions on the Sweepstakes Site to complete and submit the survey during the Sweepstakes Entry Period. By completing the survey (including all required responses and information) and submitting any other required information, such as valid contact information like an email address (if required) by the end of the Sweepstakes Entry Period, an eligible participant will receive one (1) entry into the Sweepstakes. An eligible participant must complete all survey questions to earn an entry in the Sweepstakes. For purposes of the Sweepstakes, an entry is received only when the Sweepstakes Site’s servers record the submission of an entrant’s completed survey with all required information. Limit: One (1) entry into the Sweepstakes during each of the three Sweepstakes Entry Periods and one prize per eligible participant.

Individuals who do not follow all of the instructions, provide the required information in their survey or registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Other entry methods than those outlined above are void and will not receive entry.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. “Authorized Account Holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the Authorized Account Holder.

**5. Winner Selection/Notification:** Within approximately five (5) business days after the conclusion of each of the three (3) Sweepstakes Entry Periods, Sponsor will randomly select one (1) winner from among all eligible entries received during each Sweepstakes Entry Period. Odds of winning a prize depend on the number of eligible entries received. Potential winners will be notified via the e-mail provided during entry into the Sweepstakes. Potential winners are subject to verification. Potential winners will have ten (10) days to respond to the notification and complete and return all required documents or they will be disqualified and the prize will be forfeited in Sponsor’s sole discretion. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be

verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then the winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly. Sponsor is not obligated to pursue more than three (3) alternate winners for a prize for any reason, in which case the prize may go unawarded. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within the time frame set forth by Sponsor in the prize notification or prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

**6. Prize:** Three (3) winners, subject to verification, will each receive one (1) 9<sup>th</sup> generation 32GB iPad. Approximate retail value ("ARV"): \$329.00 USD. Total ARV for all prizes: \$987.00 USD. Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Any prize details not specified herein will be determined in Sponsor's sole discretion. If prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether it, in whole or in part, is used.

**7. Release:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents, and Reputation Track (the "Promotion Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

**8. Publicity:** Except where prohibited by law, winners grant (and agree to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**9. General Conditions:** Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or

human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prize from among all eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Sweepstakes 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 Sweepstakes 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. By participating in the Sweepstakes and submitting an entry, each entrant warrants and represents that he or she is at least eighteen (18) years of age or older (except in the case of legal residents of certain states or commonwealths where the legal age of majority is greater than eighteen (18) years of age, then such legal age of majority) at the time of entry. You may not participate in the Sweepstakes if you are not at least eighteen (18) years of age or older (except in the case of legal residents of certain states or commonwealths where the legal age of majority is greater than eighteen (18) years of age, then such legal age of majority) at the time of entry.

**10. Governing Law & Jurisdiction:** This Sweepstakes and its Official Rules are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof. Any legal actions, suits or proceedings relating to this Sweepstakes shall take place in the federal or state courts located in Chicago, Illinois.

**12. Entrant's Personal Information:** Please see the privacy policy located at <https://www.carnegielearning.com/privacy-policy> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

**13. Winners' List:** For information about who won, send an email to [marketingteam@carnegielearning.com](mailto:marketingteam@carnegielearning.com) with the subject line "Carnegie Learning Survey Sweepstakes Winners." For a copy of these Official Rules, print this page or send an email to

marketingteam@carnegielearning.com with the subject line “Carnegie Learning Survey Sweepstakes Rules.” Requests must be received no later than three (3) months after the end of the Sweepstakes Entry Period.