## **Let Teachers Teach ™ Contest**

## **CONTEST RULES**

**Updated:** 7/23/2015

How Many Syllables, its subsidiaries and affiliated companies (collectively, the "Company"), will administer this Let Teachers Teach<sup>TM</sup> contest (the "Contest") pursuant to the rules outlined below. By participating, each participant agrees as follows:

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

The Company may from time to time conduct contests concurrently and simultaneously on several websites owned and not owned by the Company, and the Company may add or remove participating websites at any time during a contest as announced on the affected websites contest page.

- 1. **PRIZE(S)**. One \$250 (US Dollars) prize will be awarded to one eligible winner per Contest. The prize is not transferable or exchangeable for any other prize. All prizes must be redeemed within thirty (30) days of the contest end date unless otherwise stated. If a winner cannot be contacted or is disqualified for any reason, the Company, in its sole discretion, may determine an alternate winner, increase the next contests' total prize amount, or award no prize for that Contest period.
- 2. **ELIGIBILITY AND LIMITATIONS**. This Contest is open to certified educators who are legal residents of their respective countries, where not prohibited by law, who are eighteen (18) years of age or older at the time of entry, and who have Internet access and a valid e-mail account *prior* to the beginning of the Contest Period. The Company has the right to verify the eligibility of each entrant. Certified educator means any person possessing a valid state teaching license, if a resident of the United States, or analogous teaching credentials granted by a regulatory body with the authority to issue such licenses, if a resident of a foreign country. Employees of the Company, the Contest's participating sponsors and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate.

- 3. **CONTEST PERIOD**. The Contest will begin on the first day the month in which the Contest is conducted at 12:00 AM Eastern Standard Time and end on the last day of every month in which the Contest is conducted at 11:59 P.M., Eastern Standard Time (the "Contest Period"). All eligible entries must be received on or before the time stated. The Company reserves the right to extend or shorten the contest at its sole discretion.
- 4. **ENTRY**. Entry into the contest will be through the Company's official website, http://www.HowManySyllables.com. You must apply online at http://www.HowManySyllables.com/contests/let\_teachers\_teach . Entrants must fill out all required fields on the entry form, including name and email address. After submitting the required information on the entry form, the entrant will receive one (1) entry into the contest. You may submit **only** one entry per Contest Period. Winners within the prior 6 months of the current Contest period are ineligible.
- 5. **WINNER SELECTION**. Odds of winning depend upon the number of participants. Only <u>one</u> prize will be awarded per contest. All eligible entries received during the Contest Period will be gathered at the end of the Contest Period. A winner will be chosen by the Company based on the following criteria: (1) Teacher's passion for helping their students (2) Estimated benefit to students from item(s) to be purchased with prize money (3) Proper grammar. Each Contest Period's winner will be announced on or about the 15<sup>th</sup> day at or about 12:00 PM Eastern Standard Time of the month following the end of the Contest Period. Announcement and instructions for the prize will be sent to the e-mail address supplied by the participant on the entry form. Winner's first and last name, school, grade level and subject(s) taught will be announced on the website at

http://www.HowManySyllables.com/contests/let\_teachers\_teach/prior\_contest\_winners. Delivery of prizes will be by made through the United States Postal Service by use of First Class Mail. Each entrant is responsible for monitoring his/her e-mail account for prize notification, receipt, or other communications related to this sweepstakes. If a prize winner cannot be reached within fifteen (15) days of winning using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner shall forfeit the prize. Prizes may not be awarded if an insufficient number of eligible entries are received.

- 6. **PRIZES TO BE USED FOR THE BENEFIT OF STUDENTS**. Each educator hereby agrees to use any and all prizes won from this Contest for the benefit of that educators' students. As used herein, benefit means any and all educational purposes the educator, reasonably and in good-faith, believes will aid or enhance the learning experience of students.
- 7. **USER CREATED CONTENT AND PERSONAL INFORMATION**. Where not otherwise prohibited by law, participants hereby grant Company a non-exclusive, perpetual, worldwide license to broadcast, publish, store, reproduce, distribute, syndicate, and otherwise use and exhibit submissions (along with names, voices, performances and/or likenesses) in all media now known, and which may later come into being, for purposes of trade or advertising without further

compensation. Participants represent and warrant that they have full legal right, power and authority to grant Company the foregoing license. Where allowed by law, the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes in accordance with the Company's privacy policy.

- 8. **RELEASE**. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.
- 9. **TAXES**. The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is responsible for reporting and paying all applicable taxes related to the prize. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- 10. **CONDUCT AND DECISIONS**. Participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain an unfair advantage in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning these rules or the Contest. The Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. The Company may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserve the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.
- 11. **NOT ENDORSED BY FACEBOOK, TWITTER, GOGLE, ETC.**: By participating in this contest, you acknowledge that this contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Google, Instagram, or any other social media platform and participant hereby releases any such platform from any and all liability arising from or related to this contest. The information you are providing for this contest is being provided to How Many Syllables and not to any other website, company, or platform, and will be used in accordance with the rules herein.

- 12. **MISCELLANEOUS.** *VOID WHERE PROHIBITED*. Upon the request of the Company, the winner may be required to return an Affidavit of Eligibility and Release and Prize Acceptance Form. If a potential winner fails to comply with these official rules, that winner will be disqualified. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the company's website. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. All entries become the property of the Company and will not be returned.
- 13. **COMPLIANCE WITH APPLICBLE LAWS**. The conduct of the Contest is governed by applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company shall follow the applicable laws for conducting contests, including where necessary, notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.
- 14. **DELIVERY DISCLAIMER**. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest.
- 15. **ADDITIONAL LIMITATIONS**. Company and any respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in printing or posting of these Rules, the selection and announcement of any winner, or the distribution of any prize.
- 16. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York. Any action to enforce any provision of this agreement shall be brought in the state court of the State of New York or a federal court which sits in the State of New York.

18. INDEMNIFICATION AND LIMITATION OF LIABILITY. BY ENTERING, EACH PARTICIPANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS COMPANY ITS, AFFILIATE AND SUBSIDIARY COMPANIES, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE SWEEPSTAKES.

## CONTEST SPONSORS

This contest is sponsored by: How Many Syllables, a corporation organized under the laws of the State of New York, of the United States of America.

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