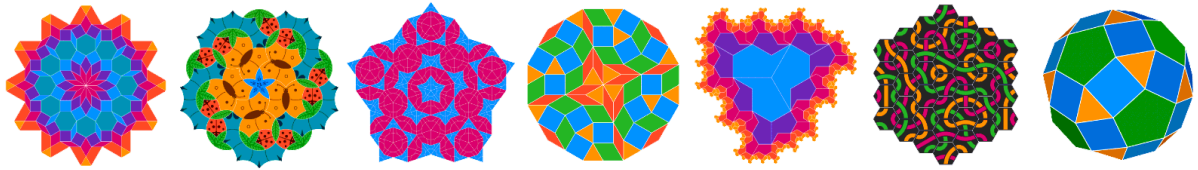


Polypad Art Contest 2024: Terms and Conditions



Visit the polypad.amplify.com/contest to learn more about this contest.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. U.S. LAW GOVERNS THIS CONTEST.

These General Terms and Conditions apply to each of the Polypad math contest. For detailed rules, please review the contest rules on the Polypad website page dedicated to the contest (such rules, the "Contest Rules"). These General Terms and Conditions, together with the Contest Rules, will comprise the "Official Rules" for Polypad Contests.

1. **ELIGIBILITY:** Each of the Polypad Contests (the "Contest"), sponsored by Amplify Education, Inc. ("Amplify"), is open to entrants who are 18 years of age or younger as of the time of entry. The Contest is open only to individual entrants. Groups and companies of any kind are not permitted to enter.
 - a. **Minors – Parents and Guardians:** An eligible person under the age of majority in such person's jurisdiction must have his/her parent's or legal guardian's consent to enter this Contest. The parent(s) or legal guardian(s) of an entrant under the legal age of majority in his/her jurisdiction of residence (a) will ensure that the entrant in respect of whom they agree to the Official Rules will comply with the Official Rules; and (b) warrants that he/she agrees to the Official Rules and gives the consents contained herein, including permission for his/her child/ward to participate in the Contest. The parents(s) or legal guardian(s) of each such entrant agrees to indemnify the Released Parties (as defined below) for and against: (i) any claims made by the entrant, his or her legal guardian(s), or any member of his or her family against the

Released Parties in connection with the Contest; and (ii) any losses (including any liability) caused by any conduct of the entrant that is inconsistent with the Official Rules.

- b. Teachers/School Personnel: By entering this Contest, you represent and warrant that your participation in this Contest and the Clearances you have obtained in accordance with Section 4 of these General Terms & Conditions comply with your school, institution, school board and school district policies. Any entry submitted in violation of such policies may result in disqualification.
- c. Verification: Amplify reserves the right to verify an individual's eligibility, compliance with applicable policies in the case of teachers and school personnel and, if applicable, a parent's or legal guardian's consent to enter the Contest by requesting proof of identity, compliance, or eligibility in the form acceptable to Amplify. At any time during the Contest, Amplify reserves the right to request minor entrants to provide a signed consent form from a parent/legal guardian agreeing to the provisions of this section and the terms and conditions of the Official Rules. Failure to provide such proof to the satisfaction of Amplify in a timely manner may result in disqualification. In the event of a disqualification, the entrant will no longer be eligible to participate in the Contest and will have no recourse or other opportunity to submit an entry.
- d. Entrant: In the event of a dispute regarding any entry, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address).
- e. Ineligibility: Employees of Amplify, its advertising and promotion agencies, and each of Amplify's and such agencies' respective parent companies, subsidiaries and affiliates (all of the foregoing, the "Contest Entities"), and such employees' immediate family and household members, are not eligible. Contributors (as defined in Section 5) also must not be employees of any of the Contest Entities or members of any such employee's immediate family or household.

2. **HOW TO ENTER:** To enter, visit polypad.amplify.com/contest (the "Website") and review the Contest Rules on the page devoted to the specific Polypad contest you are entering. The Contest Rules specify the period for submitting the entries (the "Contest Period") and specifications for the first annual Polypad art contest to be submitted by an entrant (a "Submission"). Amplify may extend the Contest Period at its discretion by posting a notification of the extension on the Website.
 - a. Submission: All entries must be completed and received by Amplify (as defined below) no later than 11:59:00 p.m. EST on the last day of the Contest Period. Proof of submission does not constitute proof of entry. Normal time rates, if any, charged by the entrant's Internet service provider will apply.
 - b. Limitations: There is a limit of one (1) prize per person. Each Submission can be entered only once. Multiple entrants may not submit the same Submission. In the event that two or more entrants submit the same Submission, Amplify will be entitled to take such action as it deems appropriate in its discretion (which may include, among other things, requiring documentation or other verification of ownership of the Submission, accepting the submission from the first entrant only and/or disqualification of all entrants submitting the same Submission).
3. **TECHNICAL AND CONTENT GUIDELINES:** Each Submission must comply with the guidelines and technical specifications provided in the Contest Rules and the following general guidelines:
 - a. The Submission must comply with the technical specifications provided in the Contest Rules and must be compatible with the upload mechanism required by the Contest Rules;
 - b. The Submission must be owned solely by the entrant;
 - c. The Submission must be original;
 - d. The Submission must not prominently (as determined by Amplify at its discretion) depict or refer to any brand or trademark;
 - e. The Submission must not contain any material that violates or infringes upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or

regulations, or whose use by the Amplify Parties requires a license or permission from any third party; and

f. The Submission must not contain any material that Amplify, in its sole discretion, deems inappropriate for public viewing.

4. **CLEARANCES:** Each entrant must obtain in writing all permissions, licenses and consents ("Clearances") that are necessary for the use of the Submission by the Amplify Parties as permitted hereunder. This means, for example, that:

- If the Submission identifies or depicts any actor or any other person other than the entrant, the entrant must obtain written Clearance from each such person (or his or her parent or legal guardian, if the person identified or depicted is a minor) to the identification or depiction of such person in the Submission and the use of the Submission by the Amplify Parties as permitted hereunder;
- If the Submission includes any music, footage, artwork or photography that is owned by someone other than the entrant, the entrant must obtain from the owner(s) of all such material written Clearance to the use of such material in the Submission and the use of the Submission by the Amplify Parties as permitted hereunder;
- If any footage or other material contained in the Submission is created at a location that is owned by someone other than the entrant and as to which a release is or may be required for the production or use of the Submission, the entrant must obtain from the owner(s) of the location written Clearance to the use of such material in the Submission and the use of the Submission by the Amplify Parties as permitted hereunder; and
- If the Submission was written by someone other than the entrant, the entrant must obtain from the writer(s) of all such material written Clearance to use such materials in the Submission and the use of the Submission by the Amplify Parties as permitted hereunder.
- By entering the Contest, the entrant represents and warrants that the entrant has complied with all of the Technical and Content Guidelines in accordance with Section 3 and has obtained all Clearances that are necessary for the submission of the Submission and the use of the Submission by the Amplify Parties as permitted hereunder. By entering, the entrant agrees to supply to Amplify any information or material

necessary for Amplify to verify compliance with the foregoing requirements, including, without limitation, copies of all Clearances. Amplify reserves the right in its sole discretion to disqualify and/or not to post on the Contest website any Submission that Amplify determines does not or may not comply with the foregoing requirements and/or to require the entrant to make such changes to any Submission as are necessary to make it compliant (such as, without limitation, removing or blurring components of the Submission that are not compliant with the foregoing requirements), or to take such other action as Amplify deems appropriate in its discretion with respect to any non-compliant Submission. Submissions may be reviewed preliminarily before being published or judged; however, such review is not a determination of an entrant's eligibility or compliance with the Official Rules and does not relieve the entrant of responsibility for compliance with all of the Official Rules.

5. **CONTRIBUTORS:** If any person or entity other than the entrant made any contribution to a Submission (each a "Contributor"), the entrant must secure in writing prior to entry all necessary Clearances from all such persons or entities for the submission of the Submission in the Contest and the use by the Amplify Parties of the Submission as permitted hereunder. Each Contributor must not be an employee of any of the Contest Entities. Amplify will have no obligation to communicate with or provide any credit or compensation to any Contributor in connection with any use of any Submission hereunder.

6. **WINNER SELECTION:**

- a. Selection of Finalists: A certain number of finalists, as indicated in the Contest Rules (each a "Finalist"), will be selected by judges designated by Amplify (the "Judges") from among all Submissions submitted in accordance with the Official Rules during the Entry Period. Judges will determine the Finalists by applying the criteria indicated in the Contest Rules (the "Finalist Judging Criteria"), weighted as indicated in the Contest Rules. The entrants who submit the Submissions that receive the highest average scores from the Judges will be the Finalists. The Contest Rules may specify the category based on which a tie would be broken.
- b. Selection of Winners: A certain number of potential Grand Prize winners, as indicated in the Contest Rules, will be selected from among

the Finalists. Judges designated by Amplify will determine the potential winners by applying the criteria indicated in the Contest Rules (the "Winner Judging Criteria"), weighted as indicated in the Contest Rules. The Finalists who submit the Submissions that receive the highest scores will be potential Grand Prize winners. The Contest Rules may specify the category based on which a tie would be broken.

7. FINALIST AND WINNER NOTIFICATION AND VERIFICATION:

- a. Notification of Finalists: Within one month of the end of the Contest Period or an earlier date indicated in the Contest Rules, the potential finalists will be notified by email (sent to the e-mail address provided by the entrant when entering) and/or telephone, in Amplify's discretion. Each potential finalist is subject to verification. Each potential finalist will be required to complete and return to Amplify an Affidavit of Eligibility, Affidavit of Compliance, and Publicity/Liability Release (certifying, among other things, that the entrant is eligible in accordance with Section 1, has complied with all applicable policies, the Submission complies with the Technical and Content Guidelines set forth in Section 3 and that the entrant has obtained all necessary Clearances as described in Section 4). If a potential finalist cannot be reached or does not respond within forty-eight (48) hours of the initial notification attempt, or fails to complete and return to Amplify an Affidavit of Eligibility, Compliance and Publicity/Liability Release (where permitted by law) within three (3) business days of delivery to the potential finalist of the same, or if any attempted notification is returned as undeliverable, the potential finalist will be disqualified and an alternate finalist will be chosen (using the same selection method as resulted in the initial selection of the potential finalist who was disqualified). If a potential finalist is a minor under the laws of his or her jurisdiction of residency, the finalist's parent or legal guardian must complete any required Affidavit/Release.
- b. Background Check: Verification of the potential winners' eligibility may include, without limitation, a background investigation. Each entrant consents to the conduct of a background investigation (which may include a review of criminal records) on the entrant and agrees to supply any authorizations or permission deemed necessary by Amplify in connection with any such investigation. Amplify reserves the right to disqualify any entrant if Amplify determines in its sole discretion that

awarding a prize to the entrant, publicizing any facts or details about such entrant or an association of the entrant with Amplify or the Contest, might reflect negatively on Amplify, Amplify's products or the Contest.

- c. **Notification of Winners:** The potential winners will be notified by email (sent to the e-mail address provided by the entrant when entering) and/or telephone at Amplify's discretion. Each potential winner may be subject to additional verification and may be required to complete and return to Amplify a Prize Acceptance Agreement. If a potential winner cannot be reached or does not respond within forty-eight (48) hours of the initial notification attempt, or fails to complete and return to Amplify any required Prize Acceptance Agreement within three (3) days of delivery to the potential winner of the same, or if any attempted notification or prize delivery is returned as undeliverable, the potential winner will be disqualified, and the prize will be awarded to an alternate winner. If a potential winner is a minor under the laws of his or her jurisdiction of residency, the prize may, at Amplify's discretion, be awarded in the name of the winner's parent or legal guardian, who must complete any required Affidavit/Release and/or Prize Acceptance Agreement, as applicable.
 - d. **Confidentiality Requirements:** By entering, each entrant agrees to maintain as confidential and not to disclose in any manner (including, without limitation, to any media outlet or on any blog, social media outlet or website) any non-public and/or confidential information that the entrant obtains concerning the Contest or the selection or verification of Finalists or winners. Information to be kept confidential and not disclosed includes, without limitation, the fact of and content of any communications between an entrant and any employee or agent of Amplify and the fact that an entrant has been selected as a potential Finalist or winner.
8. **PRIZES:** Prizes indicated in the Contest Rules will be offered. All prize details will be determined by Amplify at its discretion and may include a cash prize if appropriate. At Amplify's discretion and subject to the applicable U.S. state, district and school policies, prizes to entrants who are teachers or administrators at a school may be awarded via DonorChoose.org. All expenses and costs associated with the acceptance or use of any prize that are not expressly specified in the Official Rules as

being part of the prize are the responsibility of the recipient. No substitution of any prize is permitted, except in the discretion of Amplify, which reserves the right to substitute a prize of equal or greater value. All country, federal, state/provincial and local taxes on the prize value, if applicable, are the responsibility of the winner. An IRS form 1099 will be issued to the winner or, if applicable, the winner's parent or legal guardian, if required by law.

9. **GRANT OF RIGHTS:** By entering the Contest, each entrant irrevocably grants to each of the Contest Entities and those each of them may designate from time to time (all of the foregoing, the "Amplify Parties") the right, with the right to sublicense, during the Entry Period and thereafter, throughout the world, in perpetuity
- a. To exhibit, display and distribute the entrant's Submission and the entrant's name, likeness, voice and/or biographical information in all media and formats, whether now or later known or developed, including without limitation at the Website, Amplify Parties and their sublicensees' products and services, other websites and/or social media platforms and making the Submission available for public viewing and comment;
 - b. To incorporate the entrant's Submission and/or the entrant's name, likeness, voice and/or biographical information in advertising, marketing, and promotional materials for the Contest and/or Amplify Parties' and Amplify Parties and their sublicensees' products and services, in all media and formats whether now or later known or developed; and
 - c. To excerpt, edit, adapt and otherwise creative derivative works of the Submission in connection with any or all of the foregoing. Each entrant will be required to execute such releases, licenses and other documentation as Amplify requires with respect to the entrant's Submission.
10. **RELEASE AND ASSUMPTION OF RISK:** By entering, each entrant, on behalf of the entrant and his or her heirs, executors, guardians, assigns, agents and representatives, releases each of the Amplify Parties, each of their respective parent companies, subsidiaries, affiliates and successors, and the directors, officers, employees and assigns of each of the foregoing, and all people and entities involved in the development or execution of the Contest ("Released Parties"), from and agrees not to assert any and all claims, actions, suits, proceedings and demands arising out of or relating to

the conduct of or the entrant's participation in the Contest, the acceptance or use of the prize, the use of any Submission by any of the Amplify Parties or anyone authorized by any of the Amplify Parties or any other exercise by any of the Amplify Parties of the rights granted herein, and all liabilities, losses, injuries and/or damages arising out of relating to the same. The foregoing includes, without limitation, any claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any damage to or loss of personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize and any activity or travel related thereto or participation in this Contest. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize.

11. **SIMILAR IDEAS:** Each entrant understands and acknowledges that:
- a. Contest Entities have wide access to ideas, stories, designs, film, tape, Submission and other materials, and those new ideas are constantly being submitted to it or being developed by their own employees;
 - b. Many ideas or stories may be competitive with, similar to, or identical to content in the Submission and/or each other in theme, idea, plot, format, or other respects; and
 - c. Entrants will not be entitled to any compensation as a result of Contest Entities' use of any such similar or identical material that has or may come to Contest Entities, or any of them, from other sources.

Each entrant (and if an eligible minor, his/her parent/legal guardian) acknowledges and agrees that the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the Submissions. Finally, each entrant acknowledges that, with respect to any claim by an entrant relating to or arising out of any Contest Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere

with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, the Submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12. **GENERAL RULES:** The Contest Entities are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries or e-mails, incorrect or inaccurate capture of, damage to, or loss of entries, Submissions or entry information, any delay or interruption in the launch, accessibility or operation of the Website or any entry or voting period or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Contest. The Contest Entities are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. The Contest Entities are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Amplify reserves the right at its sole discretion to disqualify or prohibit from participating in the Contest any individual who, in Amplify's discretion, Amplify determines or believes (a) has tampered with the entry process or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, or (b) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Amplify, or (c) has attempted or intends to attempt any of the foregoing. Amplify reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bug, technical problem, entrant fraud or misconduct, or other causes beyond the control of the Amplify corrupt the administration, integrity, security or proper operation of the Contest or should Amplify not receive a sufficient number of entries of sufficient quality to warrant the selection of sufficient number of winners, as determined by Amplify in its discretion. In the event of termination of the Contest, a notice will be posted online and Amplify, in its discretion, may

select winners from among all eligible entries received prior to the time of termination if suitable entries are received prior to the time of termination. Amplify reserves the right not to select any winners if the Contest is terminated early. Entry times will be determined using Amplify's computer, which will be the official clock for the Contest. All United States federal, state and local laws and regulations apply. Each entrant agrees to indemnify, defend and hold each of the Released Parties, harmless from and against any and all claims, actions, suits, proceedings and demands arising out of or relating to the use by any of them of the Submission as permitted hereunder, and all liabilities, losses, injuries and/or damages to entrant or any other person arising out of relating to the same. Entries will not be verified or returned. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Amplify, which are final and binding in all respects. The Contest Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. By entering the Contest, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Each entrant's sole and exclusive remedy with respect to any and all claims, causes of action and/or lawsuits relating to or arising out of the Contest and/or use of the Submission shall be an action at law for the recovery of monetary damages only, and in no event shall any of the rights acquired or to be acquired by any of the Amplify Parties hereunder be affected or impaired. Each entrant agrees that in no event shall the entrant have the right to enjoin or otherwise interfere with the exercise by any of the Amplify Parties of any of their rights hereunder or to terminate or rescind any of the rights granted herein. Non-compliance with the Official Rules may result in disqualification. Any legal proceedings arising out of this Contest or relating to the Official Rules shall be instituted only in the

federal or state courts located in New York County in the State of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

13. **PRIVACY:** Information collected by Amplify from entrants in connection with the Contest will be used and collected in accordance with Amplify's privacy policy, available at amplify.com/customer-privacy.
14. **WINNERS' NAMES:** For the names of the winners, send a self-addressed, stamped envelope to: Amplify Education, Inc., 55 Washington St., Ste 800, Brooklyn, NY 11201.
15. **SPONSOR: Amplify Education, Inc.**