

K12 MIDWINTER MASHUP PRIZE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

BY PARTICIPATING IN THE DECEMBER 2020 K12 MIDWINTER MASHUP (“SWEEPSTAKES”), EACH PARTICIPANT REPRESENTS AND WARRANTS THAT HE OR SHE MEETS THE ELIGIBILITY REQUIREMENTS DETAILED WITHIN THESE OFFICIAL RULES, AND ACKNOWLEDGES THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN DISQUALIFICATION. ENTRY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. ALL ENTRIES (INCLUDING VIDEOS AND PHOTOS) AND REQUESTS BECOME THE PROPERTY OF K12, INC. (THE “SPONSOR”) AND WILL NOT BE RETURNED OR ACKNOWLEDGED. IN ANY JURISDICTION WHERE SUCH ASSIGNMENT IS INVALID BY OPERATION OF LAW, YOU AGREE TO ASSIST SPONSOR IN THE LEGAL ASSIGNMENT OF RIGHTS TO ANY INTELLECTUAL PROPERTY SUBMITTED TO SPONSOR IN THIS SWEEPSTAKES.

**Sweepstakes begins at 1:00:00 PM Eastern Time (“ET”) on 12/28/20
and ends at 11:59:00 PM ET on 12/29/20 (“Sweepstakes Entry Period”).**

ELIGIBILITY: Sweepstakes is open to legal residents of the 50 United States or the District of Columbia who are age 13 or older at time of entry. Employees of Sponsor and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, retailers, distributors (collectively, “Sweepstakes Entities”), and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Sponsor’s decisions are final and binding on all matters.

HOW TO ENTER: Visit destinationsacademy.com/resources/career-insights/midwinter-mashup (“Website”) and follow all onscreen instructions to register for the Midwinter Mashup webinar series. You must attend the final session on 12/30/20 at 3:00:00 PM ET and email a video of you giving an elevator pitch to nivory@K12.com (video entry form is collectively referred herein as the “entry”). **Uploading a video is required.** Video can be in .avi, .mpeg, .mpg, .mp4, .mov or .wmv format and should not exceed 1GB in size. Photo/video must be taken by entrant (or entrant must own the rights to the photo/video if it was not taken by him or her). The video can be in color or black & white and must be uploaded in compliance with the Sweepstakes requirements. All entries must be received during the Sweepstakes Entry Period. For the purposes of these Official Rules, receipt of an entry occurs when Sponsor’s server (or Website) records the entry information (resulting from entrant clicking on the “Submit” button). Once you submit your entry, your submission is final and may not be modified or edited. Any automated computer receipt (such as one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Entrants are subject to all notices posted on Website, including, but not limited to Sponsor’s privacy policy. Limit: one (1) unique entry per person or email address. All entries eligible for the Sweepstakes will be prescreened by the Sponsor and may be posted on the Website.

By submitting video or photo, entrant understands and grants permission for his/her video or photo to be posted on Website for viewing by visitors to the Website. Sweepstakes Entities are not responsible for any unauthorized third party use of any video and/or photo.

Except where prohibited by law, entry submission grants the Sponsor the right in perpetuity to reproduce, publish, use, edit, adjust, modify, abridge, condense, and excerpt such video and/or photo/essay and/or comments in any way, in any and all media, without limitation and without compensation to entrant. Submission of video, photo, and/or essay in the Sweepstakes further constitutes entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title, and interest in and to the video, photo, and/or essay, including, without limitation, all copyrights. The Sponsor may publish and/or promote a video and/or photo and/or essay or a portion of the video and/or photo and/or essay. If a video and/or photo and/or essay or a portion of video, photo, and/or essay is selected for publication and/or promotional purposes, it does not imply that it is a winning video or photo or essay in this Sweepstakes nor does it create a confidential relationship between you and the Sponsor or any of its respective affiliates or subsidiaries.

Video dialog/audio and/or essay must be in English, it must be the original work of the entrant, it may not have been previously published, it may not have won previous awards, and it must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the video contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the video or photo/essay, any and all releases and consents necessary to permit the use and exhibition of the video by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the video. If any identifiable person appearing in the video is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. By submitting a video or photo/essay, entrant (or, if an eligible minor, his/her parent or legal guardian) warrants and represents that he/she and any persons appearing or who are identifiable in the video or photo consent to the submission and use of the video in this Sweepstakes, and to its posting on Website in connection with the Sweepstakes.

Entries must comply with the following content guidelines to be eligible:

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;

- Content cannot defame, misrepresent or contain disparaging remarks about other people or companies;
- Excepting that of the Sponsor, content cannot contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
- Excepting that of the Sponsor, content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media) without permission;
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict and cannot itself be in violation of any law or otherwise.

Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

The Sponsor reserves the right to not award a prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified entries for a given category.

SWEEPSTAKES PRIZES & CORRESPONDING APPROXIMATE RETAIL VALUES (“ARV”):

Three sweepstakes winners: an Apple iPad (ARV: \$429.00). Total ARV of all Sweepstakes prizes: \$1287.00.

WINNER NOTIFICATION: Potential winners will be notified by email, or telephone, and/or U.S. mail and may be required to complete and return a notarized Affidavit of Eligibility and Liability and where permissible, a Publicity Release (“Affidavit/Release”), within seven (7) days of date specified on notification, or an alternate winner may be determined. If an Affidavit/Release and/or if any required document(s) is not returned within such time period, or if a selected winner cannot accept or receive the prize for any reason, or if he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be determined. If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner’s parent or legal guardian who will be required to execute Affidavit/Release (or any required document) on minor’s behalf. Prizes awarded within 30 days after winner verification. Prizes are not redeemable for cash; are non-assignable or transferable except to a surviving spouse. No substitutions are permitted except Sponsor reserves the right to substitute a prize or portion of any prize with one of equal or greater value in case of unavailability. Winners acknowledge that the Sponsor and all other businesses concerned with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of any prize.

Each winner will be responsible for all federal, state, local, and income taxes associated with winning his/her prize. Incidental expenses on any prize not specified herein are each winner's sole responsibility. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, video, photographs, essays and statements for purposes of advertising, trade, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, or permission.

CONDITIONS OF ENTRY: Entrants agree to these Official Rules and the decisions of the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors, and assigns ("Releasing Parties"), release, defend, and hold harmless the Sweepstakes Entities, as well as the employees, officers, directors, and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall, or may have which in any way arise out of or result from entrant's participation, acceptance, and use or misuse of any prize.

In the event Sponsor is prevented from continuing with the Sweepstakes as planned herein by any event beyond its control, including but not limited to fire, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any winner or guest, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize.

This Sweepstakes shall be governed by and interpreted under the laws of the State of Virginia, USA without regard to its conflicts of laws provisions. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Sweepstakes shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, Claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of any prize.

Sponsor and Entrant agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any the Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any office of the American Arbitration Association.

LIMITATIONS OF LIABILITY FOR WEB ACCESS: The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Website. The Sponsor is not responsible for injury or damage to an entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading and/or uploading materials from or use of the Website.

If for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes and determine winners from all eligible entries received prior to that action taken.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Entries made with multiple email addresses, under multiple identities or through the use of any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void. In the event of a dispute, entries (including videos and/or photos/essays) will be deemed to have been submitted by the Authorized Account Holder of the email address provided at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, or misdirected entries.

WINNERS LIST: For the name of the winners (available after 01/01/21), send an email to nivory@K12.com.

OPT-IN/OPT-OUT: By entering the Sweepstakes, entrants agree that collected information from entrants may be used for future mailings (via U.S. mail or email) by Sponsor regarding its products and services including current offers and promotions, in addition to being to notify winners. Refer the Sponsor's privacy policy at [K12.com/privacy-policy](https://www.k12.com/privacy-policy) to learn how to opt-out if you do not wish to receive future offers from Sponsor.

SPONSOR: K12 Inc., 2300 Corporate Park Drive, Herndon, VA 20171

