## **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

BY PARTICIPATING IN THE K12 'KINDLE FIRE GIVEAWAY' SWEEPSTAKES CONTEST ("CONTEST"), 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.

Contest begins at 9:00:00 AM Eastern Time ("ET") on 09/16/15 and ends at 12:00:00 PM ET on 09/30/15 ("Contest Entry Period").

**ELIGIBILITY:** Contest is open to legal residents of the United States or the District of Columbia excluding Colorado, Florida, Indiana, Massachusetts, Minnesota, Oregon, Texas, Utah, and Washington. Contestants must be age 13 or older at time of entry, and are a student, parent, or legal guardian affiliated with a K12 managed school and/or program in which they are re-registering for another school year or enrolling for the first time. Employees of Sponsor and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, retailers, distributors (collectively, "Contest Entities"), and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Contest 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:** In order to enter, users must write [skinner@k12.com] with your [full name, email address, phone number and address]. Users who purchase four or more K12 self-pay courses through Sponsor's ecommerce site will automatically be entered into the drawing to win one of five Kindle Fire devices.

**WINNING ENTRY:** The Sponsor will select an entry at random by a method to be determined in Sponsor's sole discretion. The Sponsor reserves the right (i) to reject any entry; and (ii) 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.

**CONTEST PRIZES & CORRESPONDING APPROXIMATE RETAIL VALUES ("ARV"):** Winners will receive a Kindle Fire device (ARV: \$199.00)

WINNER NOTIFICATION: Potential winners will be notified by email, or telephone, and/or US mail 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 Contest 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 judges and 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 Contest 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 Contest 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 Contest. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Contest or use or redemption of any prize.

This Contest shall be governed by and interpreted under the laws of the Commonwealth of Virginia, U.S.A. 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 Contest 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 Contest or in the announcement of any prize.

The Parties 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 Contest 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 Contest or downloading and/or uploading materials from or use of the Website. If for any reason, the Contest 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 Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest 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 e-mail 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 names of the winners (available after 10/01/2015), email skinner@k12.com with the subject line: "Kindle Fire" Sweepstakes Contest Winners List.

**OPT-IN/OPT-OUT:** By entering the Contest, entrants agree that collected information from entrants may be used for future mailings (via U.S. mail or e-mail) 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 skinner@k12.com 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.