

K12 Summer Games Rewards Program: Terms and Conditions

Welcome to the K12 Summer Games Rewards Program (the “Program”)! Please read these terms and conditions (the “Terms”) to understand how you can participate in the Program and earn coins for prizes.

BY PARTICIPATING IN THE K12 SUMMER GAMES REWARDS PROGRAM, EACH PARTICIPANT REPRESENTS AND WARRANTS THAT THEY MEET THE ELIGIBILITY REQUIREMENTS DETAILED WITHIN THE TERMS AND ACKNOWLEDGES THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS MAY RESULT IN REMOVAL FROM THE PROGRAM AND FORFEITING EARNED COINS. PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THE TERMS.

Eligibility

The Program is only open to students in grades K–12 enrolled in a K12-powered school who are legal residents of the 50 United States and the District of Columbia. “Participants” means students eligible to participate in the Program. The Program is subject to all applicable federal, state, and local laws and regulations.

How to Participate in the Program

Eligible students can participate in the Program by accessing the K12 Skills Arcade based on courses loaded to their OLS platform. K12 Skills Arcade is an award-winning learning solution that automatically adapts to your student’s skill level and helps them grow at their own pace. Students answer questions that test their knowledge in reading, math, English language arts, and science and play fun games as a reward for the skills they’ve developed.

Welcome Coins

All students will receive 2,000 welcome coins that can be used to participate in the Program. Welcome coins and any additional coins earned can be viewed on the K12 Skills Arcade leaderboard.

Earning Coins

You can earn additional coins by completing qualifying activities listed within K12 Skills Arcade and as determined by Stride.

The number of coins you can earn for each activity will be listed on the leaderboard within Skills Arcade.

Tracking Coins

You can track the number of coins you have earned by logging into your OLS account and visiting Stride Skills Arcade via your Brain Boost course.

Redeeming Coins for Prizes

On or about October 1, 2024, we will send you an email notification with information regarding the prize you are qualified to receive based on the total number of coins accrued as of 11:59 PM (ET) on September 30, 2024.

The total number of coins required for each prize will be specified in the K12 Skills Arcade.

Program Dates

This Program starts on June 10, 2024, and ends September 30, 2024.

Prizes

To collect prizes, Participants may be required to complete and return a notarized Affidavit of Eligibility and Liability and, where permissible, a Publicity Release (“Affidavit/Release”) within seven days of date specified on notification. If an Affidavit/Release and/or if any required document(s) is not returned within such time, or if a Participant cannot accept or receive the prize for any reason, or if they are not in compliance with these Terms, the prize will be forfeited as determined by Stride in its sole discretion. Suppose a Participant is otherwise eligible under the Terms but is nevertheless deemed a minor in their state of primary residence. In that case, the prize will be awarded in the name of winner’s parent or legal guardian, who may be required to execute Affidavit/Release (or any required document) on minor’s behalf, as determined by Stride in its sole discretion. Prizes are awarded within 30 days from the Program end date. Prizes are not redeemable for cash and are non-assignable or transferable except to a surviving spouse. Stride will cover shipping costs to ship the prize to the address on record. No substitutions are permitted except Stride reserves the right to substitute a prize, or portion of any prize, with one of equal or greater value in case of unavailability. Participant acknowledges that Stride and all other businesses concerned with this Program and their agents do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, regarding the quality, conditions, fitness, or merchantability of any aspect of any prize. Each Participant will be responsible for all federal, state, local, and income taxes associated with winning their prize. Incidental expenses on any prize not specified herein are each Participant’s sole responsibility.

Prizes valued under \$10 will be shipped to the Participant’s parent or legal guardian on file.

For prizes valued over \$10, a signed release from the parents or guardians of Participants may be required before shipping.

The total value of prizes you can receive through this Program will not exceed \$25.

All prizes are subject to availability and may be changed by Stride at any time without notice. Stride may terminate the Program, in whole or in part, by providing 10 days advance notice to all Participants. Any unredeemed coins or prizes will be forfeited as of the Program termination date.

Conditions to Participation in the Program

Participant agrees to the Terms 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 Program 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 Participant’s participation, acceptance, and use or misuse of any prize.

Participants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Program or use, redemption, or acceptance of any prize.

This Program shall be governed by and interpreted under the laws of the Commonwealth of Virginia, U.S., without regard to its conflicts of laws provisions. Participant hereby agrees that any and all disputes, claims, causes of action, or controversies (“Claims”) arising out of or in connection with this Program shall be resolved, upon the election by Participant or Stride, 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 PARTICIPANT. 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 STRIDE NOR PARTICIPANT 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 PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator’s authority to resolve Claims is limited to Claims between Stride and Participant alone, and the arbitrator’s authority to make awards is limited to awards to Stride or Participant 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 on 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. Stride is not responsible for any typographical or other error in the printing of the offer, administration of the Program, or in the issuance of any prize.

NEITHER STRIDE NOR PARTICIPANT 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.

The Program, coins, and prizes are the sole property of Stride. If a student no longer participates in the Program for any reason, including but not limited to, withdrawing from a K12-powered school or being removed from the Program by Stride, all unredeemed coins or prizes will be forfeited. Coins have no cash value and Stride will not compensate or pay cash for any forfeited or unused coins.

Limitations of Liability for Web Access

Stride 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 Program, 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. Stride is not responsible for injury or damage to a Participant's or to any other person's computer related to or resulting from participating in this Program or downloading and/or uploading materials from or use of the website.

Changes to Terms and Conditions

Stride reserves the right to change, suspend, extend, or terminate the Terms or the Program at any time, in its sole and absolute discretion.

By participating in the Program, you agree to these Terms. Stride's [Terms of Service](#) and [Privacy Policy](#) and any other terms and conditions applicable to each qualifying Stride activity will apply to these Terms. Enjoy earning your coins!