Rally to Read Drawing OFFICIAL RULES ("Official Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. FULL DRAWING RULES ARE AVAILABLE AT https://www.rif.org/literacy-network/contest/rally-to-read-rules-October-2024.

THESE OFFICIAL RULES CONTAIN A RELEASE OF LIABILITY AND VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTION 13.

- 1. Eligibility: The Rally to Read Drawing (the "Drawing") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old or age of majority in their resident state or federal district at the time of Drawing entry (each, an "Entrant"). The following individuals are not eligible to enter the Drawing: (i) employees of Reading Is Fundamental, Inc. (RIF), (ii) employees of third parties who have provided any services in connection with the formulation and/or administration of the Drawing, and/or (iii) the immediate family (spouse, parents, siblings, and children) and household members of any individual described in clause (i) or (ii) above. The Drawing is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- **2. Sponsor and Administrator:** Reading Is Fundamental, Inc., 750 First St. NE, Suite 920, Washington, DC 20002. For questions about the Drawing, please contact the Sponsor at jtaylor@rif.org and include the name of this Drawing in the subject line.
- **3.** Agreement to Official Rules and Compliance with Laws: By participating in the Drawing, each Entrant fully and unconditionally agrees to these official rules (the "Official Rules"), including all eligibility requirements, and understands that the results of the Drawing, and Sponsor's and Administrator's decisions in connection with the Drawing, shall be final and binding in all respects. Each Entrant agrees to comply with all applicable laws, rules, regulations, policies, guidelines, and terms of service in connection with the Drawing, including in connection with Entrant's submission of Entries (defined in Section 5(a) below) and Entrant's use of social media sites. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.
- **4. Timing:** The Drawing begins on October 1, 2024, at 12:00 a.m. Eastern Time ("**ET**") and ends on or about October 31, 2024, at 11:59.59 p.m. ET. The Drawing consists of three (3) phases (each, a "Phase"), as outlined in the cha<u>rt below. Entries submitted outside the Entry Phase will not be considered.</u>

	Phase	Start Date	End Date
	Entry	12:00 AM ET on October 1, 2024	11:59.59 PM ET on October 31, 2024
	Winner Selection	November 1, 2024	November 5, 2024
	Winner Notification	First Prize Winner (as defined in Section 6(a) below) will be notified on or about November 11, 2024	

Administrator's hosted web server is the official time-keeping device for the Drawing, and Administrator's records are the official records for determining when any Entry was received by Administrator.

5. How to Enter:

(a) Method of Entry. No purchase or payment is necessary to enter the Drawing and a purchase or payment does not increase or improve the chances of winning. During the Entry Phase, there is one (1) way to enter the Drawing, as outlined below (each, an "Entry," and collectively "Entries").

- (i) Completion of an online form: Entrants will complete an online form in which questions are asked regarding the content of two specified Reading Is Fundamental Rally to Read videos available at RallytoRead.org/Resources. The two videos are: (1) Maxine Gets a Job by Alexandra Garyn and Bryan Reisberg and (2) Built to Last by Minh Le.
- **6. Prize:** ONE (1) PRIZE: Subject to the terms and conditions of these Official Rules, one (1) winner will be selected by random drawing during the Winner Selection Phase ("**Prize Winner**") and receive a package consisting of: 6 children's books, and assorted Reading Is Fundamental balloons and stickers (collectively, the "**Prize**"). **Total approximate retail value of the Prize is one hundred and fifty dollars: (\$150 USD)**.

The odds of winning a prize are determined by the total number of eligible entries received. The Prize is non-transferable, and no substitution will be made except as provided herein at the Administrator's sole discretion. Administrator reserves the right to substitute a prize for one of equal or greater value in Administrator's sole discretion. Prizes are not transferable, assignable, or redeemable for cash. Sponsor will not be required to award more than the advertised number of prizes. Subject to these Official Rules, the Prize will be fulfilled approximately two (2) weeks after the conclusion of the Winner Notification Phase.

7. Prize Winner Determination:

- (a) <u>Selection</u>: After the conclusion of the Entry Phase, Administrator will, in its sole discretion, randomly select one (1) Entry as the Prize Winner.
- **8. Guidelines and Restrictions:** By submitting an Entry, each Entrant agrees that his/her Entry conforms to the Entry Guidelines as set forth below (collectively, the "**Guidelines and Restrictions**") and that Administrator, in its sole discretion, may remove any Entry and disqualify that Entrant from the Drawing if, in Administrator's sole discretion, Administrator believes that the Entry fails to conform to the Guidelines and Restrictions.
 - <u>Entry Guidelines</u>: Entrants may submit one Entry during the Entry Phase. Each Entry must be in the following format:
 - 1) Be a completed entry of an online form posted by Reading Is Fundamental. The form asks questions about two videos featured as part of Reading Is Fundamental's Rally to Read campaign.
 - 2) Entries generated by script, macro, or other automated means are void.
 - 3) There is a limit of one (1) entry per person during the Entry Phase.
 - 4) Entrants are prohibited from using multiple identities to enter the Drawing more than once. If it is found or suspected that an entrant is using multiple identities to participate in the Drawing, then that entrant, in Sponsor's sole and absolute discretion, may be disqualified.
 - 5) All entries must be received by the end of the Entry Phase. All entries become the property of the Sponsor and will not be acknowledged or returned. Proof of transmission of an entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible entries are void and will be disqualified. False, fraudulent or deceptive entries or acts shall render entrants ineligible.
- **9. Entrant Permissions and License Rights:** By submitting an Entry, Entrant hereby grants to Sponsor (i) a royalty-free, irrevocable, perpetual, non-exclusive, worldwide license to use, reproduce, publish, and display Entrant's first name, last name initial, city, and/or state in connection with such Entrant's Entry under these Official Rules, and (ii) the right to sublicense to any third party the right to do any of the foregoing, in any event without notice to or further approval of Entrant. If requested, Entrant will sign any documentation required for Administrator or its sublicensees to receive and/or exercise any of the rights granted by Entrant pursuant to this Section. Each Entrant acknowledges and agrees that Administrator shall not be obligated to exercise any of its rights granted in these Official Rules with respect to any Entry and that Sponsor in its sole discretion shall have the right to refrain from exercising any such rights. Entrant acknowledges and agrees that Sponsor may send advertisements to Entrant on behalf of Sponsor and/or Sponsor's partners.

10. Winner Requirements and Permissions: The Prize Winner, if any, will be notified by email or phone during the respective Winner Notification Phase listed in Section 4 above ("Prize Notification"). The Prize Winner will have five (5) days to respond in writing to the Prize Notification once it has been sent to the potential Prize Winner. Sponsor shall have no liability for any Prize Notification that is lost, intercepted, or not received by a potential Winner for any reason. If a Prize is returned as undeliverable, or if a Prize Winner cannot be contacted or fails to provide any other requested information within the required time period (if applicable), and/or does not comply with these Official Rules, the Prize Winner forfeits the prize. If any Prize Winner is disqualified or forfeits a prize for any reason, the applicable prize may be awarded in Administrator's sole discretion to an alternate Prize Winner. An alternate Winner may be selected by random draw from all remaining eligible entries at Administrator's discretion. Administrator may successively attempt to contact up to five (5) potential Winners in accordance with such procedure, and if there is still no confirmed Winner of a prize after such attempts have been made. Administrator may announce an alternate means for awarding the Prize. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded. The value of each prize may be taxable to the Prize Winner as income. All federal, state and local tax liabilities related to receiving the Prize are the responsibility of the Prize Winner.

Acceptance of any prize by an Entrant shall constitute and signify such Entrant's agreement and consent that Administrator and its designees shall have a royalty-free, irrevocable, perpetual, non-exclusive, worldwide license, right, and permission to use Entrant's first name, last name initial, city and/or state photograph, likeness, and/or prize information, or to refrain from doing so, in any manner or media whatsoever, for advertising and promotional purposes in conjunction with the Drawing and similar promotions, without notice to or further approval of Entrant, except where prohibited by law. If requested, each Winner will sign any documentation required for Administrator or its designees to receive and/or exercise any of the rights granted by Winner in this Section. Entrant acknowledges that he/she shall not have any right or claim of approval, including, but not limited to any right or claim of compensation, arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of Entrant's name, city and/or state, photograph, likeness, and/or prize information.

- 11. Indemnification: By entering the Drawing, each Entrant agrees to indemnify, defend, and hold harmless the Sponsor and Administrator, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and the respective officers, directors, employees, and agents of any of the foregoing from and against any and all claims, causes of action, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and disbursements), including, but not limited to, those related to personal injury, death, or damage to or loss of property (collectively, the "Claims"), arising out of or relating to (i) Entrant's Entry into and/or participation in the Drawing, including, but not limited to, Entrant's Entry and any dispute with any party that may arise in connection therewith; (ii) Entrant's receipt, use, or misuse of any Prize awarded under these Official Rules, (iii) Entrant's breach of any of the terms of these Official Rules, and/or (iv) any violation by Entrant of any applicable law, rule, regulation, policy, guideline, and/or term of service in connection with the Drawing, including in connection with Entrant's submission of Entry.
- 12. General Conditions: Administrator reserves the right to cancel, suspend, modify, shorten, and/or extend the Drawing, or any part of it, if any fraud, technical failure, human error, or other factor impairs the integrity or proper functioning of the Drawing, or if necessary to comply with any applicable laws, rules, regulations, policies, guidelines, and/or terms of service in connection with the Drawing, in any case as determined by Sponsor in its sole discretion. If the Drawing is canceled or terminated, Administrator may, in its sole discretion, determine the Winner from among all non-suspect, eligible Entries received up to the time of such action using the applicable Guidelines and Restrictions outlined above. Administrator, in its sole discretion, reserves the right to disqualify any Entrant or other individual it finds to be (i) tampering with the Entry process or the operation of the Drawing, (ii) acting in violation of these Official Rules and/or the rules of any other promotion, and/or (iii) acting in an unsportsmanlike or disruptive manner, and in any event void all associated Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be in violation of criminal and/or civil law, and, should such an attempt be made, Administrator reserves the right to seek damages and other remedies (including attorneys' fees and disbursements) from any such person to the fullest extent permitted by law. Administrator's failure to

enforce any provision of these Official Rules shall not constitute a waiver of that provision. These Official Rules shall be binding upon Entrant and his/her heirs, executors, and administrators.

13. LIMITATIONS OF LIABILITY; RELEASE:

(A) SPONSOR, ADMINISTRATOR AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "SPONSOR AND ADMINISTRATOR PARTIES") ARE NOT RESPONSIBLE FOR, AND ENTRANT HEREBY KNOWINGLY AND VOLUNTARILY RELEASES, ACQUITS, WAIVES, AND FOREVER DISCHARGES THE SPONSOR AND ADMINISTRATOR PARTIES FROM, ANY CLAIMS ARISING OUT OF OR RELATING TO: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANT, BY PRINTING, TYPOGRAPHICAL, OR OTHER ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE DRAWING: (2) TECHNICAL PROBLEMS OR FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS OF COMPUTER SYSTEMS, PHONE LINES, SERVERS, PROVIDERS, HARDWARE, OR SOFTWARE, OR LOST OR UNAVAILABLE NETWORK CONNECTIONS. OR FAILED, INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSIONS, OR ANY COMBINATION THEREOF; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OF THE DRAWING; (4) PRINTING, TYPOGRAPHICAL, TECHNICAL, COMPUTER, NETWORK, OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE DRAWING, THE UPLOADING, PROCESSING, OR JUDGING OF ENTRIES. THE ANNOUNCEMENT OF THE PRIZES. OR IN ANY DRAWING-RELATED MATERIALS; (5) ANY LOST, LATE, STOLEN, DAMAGED, INCOMPLETE, INVALID, UNINTELLIGIBLE, GARBLED, DELAYED, UNDELIVERABLE, OR MISDIRECTED ENTRIES AND; (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE DRAWING OR RECEIPT OR USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL/ACTIVITY RELATED THERETO); AND/OR (7) ANY UNAUTHORIZED THIRD-PARTY USE OF ANY ENTRY. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE OFFICIAL RULES, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE SPONSOR AND ADMINISTRATOR PARTIES TO ANY ENTRANT, AND/OR TO ANYONE CLAIMING BY OR THROUGH ANY ENTRANT, FOR ANY AND ALL CLAIMS, DAMAGES. INCLUDING ATTORNEYS' LOSSES. COSTS. OR **FEES** DISBURSEMENTS, RESULTING FROM OR IN ANY WAY RELATED TO THE ENTRANT'S PARTICIPATION OF ANY KIND OR NATURE IN THE DRAWING, SHALL NOT EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000). IT IS INTENDED THAT THIS LIMITATION OF LIABILITY AND DAMAGES SHALL APPLY TO ANY AND ALL CAUSES OF ACTION AN ENTRANT MAY ASSERT AGAINST ANY OF THE SPONSOR AND ADMINISTRATOR PARTIES, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ENTRANT ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES WILL: (I) ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY EXPRESSLY WAIVES ALL RIGHTS TO CLAIM, ANY (A) INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL CONSEQUENTIAL AND/OR OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS INCURRED WHETHER FORESEEABLE OR UNFORESEEABLE EVEN IF THE ENTRANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) TREBLED, MULTIPLIED, OR OTHERWISE SIMILARLY INCREASED DAMAGES, AND/OR (II) SPONSOR INCUR ANY LIABILITY WHATSOEVER AS A RESULT OF SPONSOR REFRAINING FROM THE EXPLOITATION OF ANY OF THE RIGHTS SET FORTH IN THESE OFFICIAL RULES.

14. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Drawing or any Prize awarded under these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Columbia and (2) any and all claims, judgments, and awards in favor of Entrant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Drawing, but in no event attorneys' fees or disbursements. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the District of Columbia.

In the event of a dispute regarding any Entry, including, but not limited to, the identity of any Entrant or submitting party, the authorized account holder of the email address used to enter the Drawing will be deemed to be the Entrant in the Drawing with respect to such Entry. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each Winner may be required to show proof of being the authorized account holder.

- **15. Entrant's Personal Information:** Information collected from Entrant is subject to Administrator's Privacy Policy: https://www.rif.org/privacy. In the event there is an inconsistency between the Administrator's Privacy Policy or any Drawing promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern with respect to any matter pertaining to the Drawing.
- **16. Winner List:** For an official list of the Drawing's winner, visit https://www.rif.org/literacy-network/contest/rally-to-read-october-winner.