## 2024 Fundations Five-in-Five Contest

# OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

THIS CONTEST IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES. YOU (ALSO SOMETIMES REFERRED TO AS "ENTRANT") ARE NOT AUTHORIZED TO PARTICIPATE IN THE CONTEST IF YOU ARE NOT LOCATED WITHIN THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, OR PUERTO RICO.

## SPONSOR

Wilson Language Training Corporation – 47 Old Webster Road, Oxford, MA 01540 ("WLT" or "Sponsor").

## **1. CONTEST PERIOD**

Contest begins at **12:00:01 am Eastern Time on March 12, 2024, and ends at 11.59:59 pm Eastern Time on April 30, 2024** (the "Contest Period").

## 2. ELIGIBILITY

Contest is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico, who are twenty-one (21) years of age or older as of the date of entry and is void where prohibited, taxed, or restricted by law. All federal, state, and local laws and regulations apply.

Employees of WLT and affiliate companies and their respective advertising and promotion agencies, consultants, board members, directors, and agents, as well as immediate family members and/or those living in the same household of each such person, are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, child, mother, father, sister, sister in-law, brother, or brother in-law.

WLT reserves the right to permanently disqualify from this Contest any Entrant it believes has violated these Official Rules, and to verify eligibility of Entrants.

WLT reserves the right to permanently disqualify from this Contest any entries (and Entrant) not carefully completed or submitted within the minimum standard of care, as determined by WLT at its own discretion.

## 3. HOW TO ENTER

During the Contest period, visit the link to our contest form and follow the instructions to complete and submit the entry, providing an answer for each question and including a valid name and email address.

There is a limit of one (1) Contest entry per person.

WLT may reach out to Entrant with information about WLT's products and services.

## 4. SELECTING WINNERS

On or about May 15, 2024, prize winners will be selected from all eligible entries received by WLT. WLT will designate an internal committee that will evaluate all entries and select the winners.

There will be five (5) selected winners. Winners will be responsible for presenting the slides in person on Thursday, July 25, 2024, at the Fundations Conference at Hilton<sup>®</sup> Boston Park Plaza in Boston, MA.

#### 5. PRIZES

PRIZE: Each of the five (5) winners will receive one (1) free entry to the 2024 Fundations Conference (tuition only). This prize doesn't include transportation, lodging, or any other expenses apart from the entry fee to the 2024 Fundations Conference. Winners will also receive a complimentary Wilson Language Training gift bag, and an invitation to an exclusive speaker dinner.

The total value of each prize, including tuition, gift bag, and dinner: \$500 approx.

By accepting any prize, Entrant acknowledges and agrees that doing so does not violate any state or local policies, rules, or regulations, and that Entrant is not responsible for procurement decisions for Entrant's school or district.

#### **6. PRIZE RESTRICTIONS**

**Limit of one (1) prize per person/household.** All prizes are non-transferable, and no substitutions or cash redemptions will be permitted, except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, WLT reserves the right to substitute a prize of equivalent or greater value. No more than the stated number of prizes set forth in these Official Rules will be awarded. All prizes will be awarded.

## 7. iPad<sup>®</sup> SWEEPSTAKES.

Non-disqualified Entrants to the Contest will automatically enter a Sweepstakes (the "Sweepstakes") associated with the Contest. NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. One non-disqualified Entrant will be selected as the winner of the Sweepstake. The Prize of the Sweepstakes in an Apple® iPad® (retail valued at approximately \$500). This Prize is nontransferable, and no substitutions or cash redemptions will be permitted. Winner will be notified according to Section 8 below. **All federal, state, and local taxes** are the sole responsibility of the prize winners. Section 8 through 16 of the Contest Official Rules shall apply to this Sweepstakes.

#### 8. NOTIFICATION TO POTENTIAL WINNERS

WLT will notify potential winners by email with instructions on how to claim prizes. If a potential winner does not respond and comply with the instructions in the email within ten (10) days after the day the email is sent, the winner will forfeit the prize and WLT may award the prize to an alternate Entrant. Only three (3) alternate Entrants will be contacted. Except where prohibited by law, each potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release.

## 9. TAXES

All federal, state, and local taxes are the sole responsibility of the prize winners.

## **10. ELIMINATION**

Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten, or harass any other Entrants or the Sponsor.

Any attempt by any Entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's entry and may result in disqualification of that Entrant. In the event of a dispute regarding a specific registration, the authorized account holder of the email address used to register will be deemed to be the Entrant. The potential winner may be required to show proof of being the authorized account holder.

## 11. USE OF DATA

Sponsor will collect personal data about the Entrant online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <u>https://www.wilsonlanguage.com/privacy-policy/</u>. By participating in the Contest, Entrant hereby agrees to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. Entrant will not provide any student information, education records, or other personally identifiable information of any other person or minor ("PII") without having obtained express written consent in advance.

Entries may not share identifiable photos of students or any PII or education records with WLT in connection with the Contest.

## **12. INTELLECTUAL PROPERTY**

As a condition of entry, Entrant grants WLT a perpetual, irrevocable, worldwide, transferable, royaltyfree, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display any content, data or materials provided by the Entrant in connection with this Contest (collectively, the "Submission") for any purpose, including display on the WLT website or in any WLT services or materials, without an attribution or compensation to Entrant. By sharing any Submission with WLT, Entrant represents and warrants that Entrant owns or has secured all necessary licenses, consents, rights, title, and interest in and to the Submission and its contents, including any necessary permissions to share PII as applicable.

Winning a prize constitutes permission for WLT to use prize winner's name, address (city & state), and/or likeness for purposes of advertising, promotion, and publicity, for this Contest only, without further compensation, unless prohibited by law.

## **13. WINNERS LIST**

To obtain a list of winners, please contact Wilson Language Training Corporation at info@wilsonlanguage.com.

## 14. USE OF META / SOCIAL MEDIA

By entering this Contest, Entrant agrees to a complete release of Meta from any and all liability in connection with this Contest. This Contest is in no way sponsored, endorsed, or administered by Meta. Entrant acknowledges and agrees that WLT is not responsible or liable for (i) the availability or accuracy of any third-party sites or resources such as Meta ("Third-Party Sites"); or (ii) the content, advertising, or products on, or available from, such Third-Party Sites. The inclusion of any link by WLT to any Third-Party Sites does not imply that WLT endorses the Third-Party Sites. Entrant uses Third Party Sites at their own risk, and subject to the terms of service and/or privacy policies, if applicable, for those Third Party Sites.

## **15. LIMITATIONS OF LIABILITY AND RELEASE**

No liability or responsibility is assumed by WLT for any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participation in the Contest. No responsibility or liability is assumed by the Sponsor for technical problems or any technical malfunction that may affect the operation of the Contest.

WLT is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on its website. By accepting any prizes, winners agree that WLT shall not be liable for any loss or injury resulting from participation in the Contest, or the acceptance or use of any prize. WLT is not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond WLT's control.

#### **16. DISPUTES**

You agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Boston, Massachusetts under Massachusetts law without regard for its provisions on conflicts of law.

## **17. QUESTIONS**

If you have any questions about this Contest, please contact us at info@wilsonlanguage.com.