

## NO PURCHASE NECESSARY TO BE AWARDED PRIZE

The 2024 Edushift ISBA annual conference Prize Draw (the "Prize Draw" or "Prize Draw Program") is governed by these official rules ("Official Rules"). By participating, all individuals submitting a Prize Draw Entry ("Entrant" or "Entrants") agree to these Official Rules. The Prize Draw Program described herein is subject to all applicable laws and regulations and is void where prohibited by law.

**Prize Draw Program Name and Purpose:** The purpose of this Prize Draw Program is to encourage the use of Edushift products.

**Prize Draw Program Sponsor:** Edushift Limited, Elder House, 530 Elder Gate, Milton Keynes, MK9 1LR, is the "Sponsor" of this Prize Draw Program.

**Prize Draw Period:** This Prize Draw Period begins on May 21, 2024, 10:00 a.m. (GMT), and ends on May 22, 2024, 16:59 p.m. (GMT). The Sponsor has the official time keeping device for this Prize Draw Program.

**Who May Enter:** Except as otherwise provided herein, this Prize Draw is open to individual schools, school districts or educational establishments located in the United Kingdom and Ireland with representatives participating in the ISBA annual conference 2024 and that meet this Prize Draw Program eligibility requirements and comply with these Official Rules ("Eligible Entrants").

The following classes of persons are NOT eligible to enter into and be an Eligible Entrant in this Prize Draw Program: (1) individuals in their individual capacity, (2) entities or organisations that are not schools, or (3) Sponsor and each of the employees, officers, and directors of Sponsor and its affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Prize Draw Program (collectively, "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. For the purposes of these Official Rules, "immediate family members" includes parents (including in-laws), grandparents, siblings (including stepsiblings), children (including step-children), grandchildren (including step-grandchildren), and each of their respective spouses.

For the avoidance of doubt, while an individual acting in his or her individual capacity is not eligible to enter into this Prize Draw, an individual acting as a representative of a school IS eligible to enter into this Prize Draw subject to the condition that the individual's school is the Eligible Entrant and in the event the name of the individual acting as a representative of a school is selected as the prize draw winner, the Grand Prize will be awarded to the school that such individual is representing.

**How to Enter:** To enter into the Prize Draw and in order to become eligible to be selected as either Grand Prize Winner, Eligible Entrants must:

1) visit Sponsor's stand at the ISBA annual conference event (stand 80);

2)provide contact details of school / educational institution for which they represent.









An individual Entrant may only submit one (1) Prize Draw entry, during the entirety of the Prize Draw Period.

## THERE IS NO COST OR CHARGE TO ENTER OR PARTICIPATE IN THIS PRIZE DRAW PROGRAM.

Grand Prize: Three (3) Hokki stool

THE PRIZE DRAWING FOR THIS PRIZE DRAW SHALL BE CONDUCTED ON OR ABOUT May 24, 2024 at 12:00 p.m. (GMT).

Winner Selection: The Grand Prize Winner will be randomly drawn by Sponsor from among all of the Prize Draw Eligible Entrants' entries received by Sponsor during the Prize Draw Period. Each Entrant understands and agrees that the Grand Prize will not be awarded to the individual Entrant but instead will be awarded to the school or district that employs the winning Entrant.

Sponsor will notify the Grand Prize Winner of the award via the email or telephone number provided / used to enter the Prize Draw.

The odds of winning the Grand Prize will depend on the number of eligible entries received by the Sponsor during the applicable Prize Draw Period. By entering the Prize Draw, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor. The Sponsor's decisions shall be final and binding in all respects with regards to administering the Prize Draw and shall not be subject to appeal.

No Substitutions or Exchanges: No alternative prize may be requested, although Edushift reserves the right to substitute any prize, if necessary. There is no cash alternative, and no prize can be transferred to any other person or school. Neither the Grand Prize winner nor any Entrant may substitute, exchange, or apply any prize value (including the Grand Prize value) towards a higher cost or alternate award or prize.

## **Prize Award Claim Procedures and Requirements:**

- 1. The Grand Prize claims are subject to approval and verification by the Sponsor. Failure to comply with any terms or conditions of these Official Rules shall render any potential winner ineligible to claim the Grand Prize, and the Sponsor shall be released of and from any and all liability with respect to any claim asserted by any Entrant, potential Grand Prize Winner, or Grand Prize Winner.
- 2. All other Prize claims are subject to approval and verification by the Sponsor. Failure to comply with any terms or conditions of these Official Rules shall render any potential winner ineligible to claim the applicable Prize, and the Sponsor shall be released of and from any and all liability with respect to any claim asserted by any Entrant, potential Prize winner, or Prize winner.
- 3. The recipient of any prize to include but not be limited to the Grand Prize may be required to provide the Sponsor with the recipient's tax identification number or other information as may be required to comply with applicable tax filing or other governmental filing requirements. The recipient of any Prize to include but not be limited to the Grand Prize is solely responsible for









any and all tax obligations of any kind or nature whatsoever attributable to the receipt of the Prize.

4. In the event the school that wins a Grand Prize is unable to accept its Grand Prize for any reason whatsoever, Sponsor shall have the right, in Sponsor's sole discretion, to (i) terminate the Grand Prize drawing and not award that Grand Prize to any school, or (ii) select another school to receive the Grand Prize.

**Prize Draw Conditions:** The conditions of each Prize Award to include but not be limited to the Grand Prize Award include the obligations and undertakings of each Prize winner to allow Sponsor to use such winner's name, images and quotes in marketing or other materials Sponsor may publish relating to this Prize Draw Program.

The conditions of the Grand Prize Award include the obligations and undertakings of the Grand Prize Winner to arrange with the Sponsor a mutually convenient time, within ninety (90) days of the date of being selected as the Grand Prize Award Winner, for the delivery of the Grand Prize Award.

License: Each Entrant grants to the Sponsor, and any company controlling, controlled by, or under common control with the Sponsor, a non-exclusive, world-wide royalty-free, perpetual, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, edit, publish, translate, create derivative works from, distribute, display, and otherwise exploit each Social Media post throughout the world, in any media (including on the Sponsor's website or in any video or electronic communication form, and in any printed publications), whether now known or hereafter created.

The Sponsor reserves the right in its sole discretion to disqualify any Entry submitted into this Prize Draw that, in the Sponsor's opinion, refers, depicts, or in any way reflects negatively on the Sponsor, or any other person or entity, or does not comply with these Official Rules.

Additional Rules and Restrictions: By entering and participating in this Prize Draw Program, each Entrant agrees to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental, or consequential, for injury (including but not limited to death), damages, losses, or expenses arising out of or relating to Entrant's participation in this Prize Draw, or the acceptance, possession, or use/misuse of any Prize or the Grand Prize, or participation in award-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefore. Released Parties shall not be liable to any Prize winner, any Grand Prize winner, any Entrant into this Prize Draw or any other person for failure to supply any Prize, the Grand Prize Award or any part thereof by reason of any acts of God, any actions, regulations, orders, or applications by any governmental entity, equipment failure, terrorist acts, war, fire, epidemic, pandemic, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' control.

The Sponsor reserves the right to cancel, modify, or terminate this Prize Draw Program if, in the opinion of the Sponsor, fraud, misconduct, or technical failures destroy or threaten the integrity of the Prize Draw Program, if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Prize Draw Program, or in the event of any









acts of God, any actions, regulations, orders, or applications by any governmental entity, equipment failure, terrorist acts, war, fire, epidemic, pandemic, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's control makes continuation of this Prize Draw too difficult for Sponsor to conduct.

If due to circumstances beyond the control of the Sponsor, any event associated with this Prize Draw or the prize is delayed, rescheduled, postponed, or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the Prize Draw, and shall not be required to award a substitute prize.

In Case of Disputes: By participating, each Entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with this Prize Draw, or any prize awarded or to be awarded shall be resolved individually without resorting to any form of class action; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with submitting any entry or participating in this Prize Draw Program, but in no event attorneys' fees; and (iii) under no circumstances will any Entrant be permitted to obtain an award for, and each individual Entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction or interpretation of these Official Rules shall be governed by and construed in accordance with the laws of England and Wales.

All issues and questions concerning the validity or enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with this Prize Draw Program, shall be governed by and construed in accordance with the laws of England and Wales.

**Privacy:** By participating in this Prize Draw Program, each Entrant acknowledges and agrees that the Sponsor may collect the name, email address and telephone number of the person entering into this Prize Draw Program either individually or on behalf of the Entrant's School, and any other information that the Sponsor deems reasonable, necessary, and appropriate to collect. The Sponsor may use this information to administer this Prize Draw Program and for other lawful purposes.

Entrant can contact the Sponsor or otherwise communicate privacy concerns by:

- Emailing the Sponsor at info@edushift.co.uk; or
- Writing to the Sponsor at the following address: Edushift Limited, Elder House, 530 Elder Gate, Milton Keynes, MK9 1LR, UK, c/o Privacy Officer.

Please include your email address and phone number with your correspondence along with the information needed to support your request.

**Prize Award Winners:** For a copy of these Official Rules or the names of the Grand Prize Winners, send a self-addressed, stamped envelope to: Edushift Limited, Elder House, 530 Elder Gate, Milton Keynes, MK9 1LR, UK, c/o Marketing Department. Please specify what









information you are requesting. Requests for information regarding these Official Rules or the name of any Prize winners must be received by August 1, 2024.





