

SchoolKidz™ 2023 Marketing Contest

Official Contest Rules

NO PURCHASE NECESSARY. Participation constitutes participant's ("Participant") full and unconditional agreement to and acceptance of these Official Contest Rules. Void in Rhode Island. Void where prohibited or restricted by law. Contest is subject to all applicable federal, state, and local laws and regulations. The *SchoolKidz™ 2023 Marketing Contest* ("Contest") begins at 12:00:00 a.m. Central Time ("CT") on Monday March 13, 2023, and shall end at 11:59:59 p.m. CT on Saturday July 15, 2023 ("Contest Period"). The Contest is sponsored by School Specialty, LLC, PO Box 1639, Appleton, WI 54912-1639 ("Sponsor"). A total of ten (10) winners will be selected by a panel of judges.

Eligibility: THE CONTEST IS OPEN TO SCHOOLKIDZ CUSTOMERS WHO HAVE ENTERED INTO A 2023 PROGRAM WITH SPONSOR LOCATED IN THE FORTY-NINE (49) UNITED STATES OTHER THAN RHODE ISLAND, AND THE DISTRICT OF COLUMBIA ("Participant"). Employees, officers, directors and other agents and representatives of Sponsor, its affiliates, subsidiaries, sales representatives, retailers, distributors or advertising and promotion agencies ("School Specialty Personnel"), and immediate family members of School Specialty Personnel, are not eligible to participate in the Contest.

How to Enter: To enter the Contest, visit www.schoolspecialty.com/schoolkidz/contest-rules during the Contest Period, download and complete the *SchoolKidz™ 2023 Marketing Contest* entry form and email the form to marketing-schoolkidz@schoolspecialty.com to enter the Contest. Participant will be required to provide the information requested, including participant's first and last name, e-mail address, phone number, school name, city, state, and zip code, and the relevant marketing materials requested on the form (which could include videos, photos, etc.). Entries will be deemed to have been made when they are received and accepted by Sponsor. No other method of entry will be accepted.

Selection of Winners & Prize Acceptance: Sponsor or a company acting under Sponsor's authorization, will form a panel of experts (the "Panel"). Periodically during the contest period, the panel will rank entries from first place to last place, based on the criteria listed below.

Scoring Criteria:

Creativity/Cleverness/Uniqueness of Idea: 100% - The entry displays imagination, creativity in a distinct and memorable manner.

The top ranked entries will be the Winners (individually a "Winner"). The Winners will be announced by October 2, 2023 and will be notified by e-mail at the e-mail address submitted with their entry. If the e-mail notification is returned as undeliverable, the entry will be disqualified, the next highest ranked entry will be chosen as an alternate winner. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to deliver the notification to Winners.

Once notified, a Winner will have seventy-two (72) hours to confirm his/her eligibility with a reply e-mail. If not confirmed, the next highest ranked entry will be chosen as the alternate winner. Sponsor reserves the right to disqualify any winning confirmation if the entry is found to be a copy/reproduction of existing work or another's entry, is fraudulent, or impersonation or cheating behavior is suspected.

Prizes: The following prizes will be awarded to the Winners: Grand Prize: One (1) merchandise certificate redeemable on Sponsor's online marketplace (schoolspecialty.com) with an approximate retail value ("ARV") of two hundred dollars (\$200.00 USD); 2nd Place: One (1) merchandise certificate redeemable on Sponsor's online marketplace (schoolspecialty.com) with an ARV of one hundred and fifty dollars (\$150.00 USD); 3rd Place: One (1) merchandise certificate redeemable on Sponsor's online marketplace (schoolspecialty.com) with an ARV of one hundred dollars (\$100.00 USD); Seven Honorable Mentions: One (1) merchandise certificate redeemable on Sponsor's online marketplace (schoolspecialty.com) with an ARV of fifty dollars (\$50.00 USD); The total approximate aggregate value of all the prizes awarded is eight hundred dollars (\$800.00 USD). Notwithstanding the forgoing, all prizes will be awarded. No substitution, return, transfer, or cash redemption of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value. ALL FEDERAL, STATE AND/OR LOCAL TAXES AND FEES ASSOCIATED WITH THE RECEIPT OF ANY PRIZES, INCLUDING, WITHOUT LIMITATION, ALL FEDERAL, STATE AND/OR LOCAL INCOME TAXES, ARE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL WINNERS. Only one prize will be awarded to each person or entity. Merchandise certificates may not be combined with other offers or discounts. Acceptance of a prize constitutes unconditional agreement and acceptance of these Official Contest Rules.

Conditions: By participating in the Contest, Participant agrees to be bound by these Official Contest Rules and the decisions of Sponsor and Panel, which shall be final. Sponsor and the employees, officers, directors, shareholders, agents and representatives of Sponsor, its affiliates, subsidiaries, sales representatives, retailers, distributors, advertising and promotion agencies, and legal advisors are not responsible for and shall not be liable for: (i) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses or damages of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Contest; (iii) any printing or typographical errors in any materials associated with the Contest; or (iv) the failure of winner to pay any federal, state and/or local taxes or fees associated with the receipt of any prizes. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time if tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration or security of the Contest. By participating in the Contest, each Participant agrees to release Sponsor and its subsidiaries, affiliates and related companies and each of their respective officers, directors, employees and agents from any and all liability, loss or damage of any kind arising out of or in connection with Participant's participation in this Contest, or with respect to awarding, receipt possession, use and/or misuse of any prize, or to participation in the Contest or in prize-related activities. By accepting the prize, each winner further acknowledges that the Sponsor has neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied in fact or in law, relative to prize or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose. The Sponsor reserves the right to verify the validity and originality of any entry and/or Participant (including a Participant's identity and address) and to disqualify any Participant who submits an entry that is not in accordance with these Official Contest Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights. **Entries void if the Sponsor determines the entry is not an original creation of the Participant, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**

Privacy: All information collected by Sponsor in connection with the Entry Forms will be subject to Sponsor's privacy policy ("Privacy Policy") available at <https://select.schoolspecialty.com/privacy-statement>

License: Once submitted, all forms, pictures and/or information submitted with an entry become the sole property of Sponsor and will not be acknowledged or returned. Notwithstanding anything to the contrary in Sponsor's Privacy Policy, and except where prohibited by law, by entering the Contest, all Participants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor, to reproduce, distribute, display and create derivative works of the entries, including any photographs, for Sponsor to use, without notice or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised. Additionally, by entering, each Participant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, the Participant's first name, last name, school name, city and state, and any pictures, or descriptions of such pictures submitted in an entry, for purposes of publishing the list of winners, advertising, trade, promotion and/or publicity. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Limitations of Liability: Sponsor and its agents are not responsible and shall not be liable for incorrect, inaccurate or incomplete entry of information by participants; lost entries or transmissions, interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions or other computer hardware, software or any combination thereof; or problems associated with any virus or any other damage caused to Participant systems. If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest. By participating in the Contest, each Participant releases and holds the Sponsor and the employees, officers, directors, shareholders, agents and representatives of Sponsor, its affiliates, subsidiaries, sales representatives, retailers, distributors, advertising and promotion agencies, and legal advisors, harmless from and against any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, use or misuse of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Contest Execution & Administration: By entering, Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, participant's rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of each State, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State. By entering, submitters

consent to the jurisdiction and venue of the federal, state and local courts located in Wisconsin.

List of Winners: The names of the 2023 Winner(s) and/or a copy of these Official Contest Rules may be obtained by visiting www.schoolspecialty.com/schoolkidz/contest-rules.