

# Kroger Health PSA Contest Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.**

THIS CONTEST IS INTENDED FOR PARTICIPATION BY INDIVIDUALS AGES 13-18 LOCATED IN THE DISTRICT OF COLUMBIA. THE CONTEST WILL BE GOVERNED BY DELAWARE LAW. ELIGIBLE ENTRANTS WHO ARE UNDER THE LEGAL AGE OF MAJORITY OF THEIR STATE OF PRIMARY RESIDENCE (“**MINOR**”) AT THE TIME OF ENTRY MUST OBTAIN THEIR PARENT’S OR LEGAL GUARDIAN’S PERMISSION TO PARTICIPATE. FURTHER ELIGIBILITY RESTRICTIONS ARE CONTAINED IN THE OFFICIAL RULES (“**OFFICIAL RULES**”) BELOW.

**1. DESCRIPTION:** The “Kroger Health PSA Contest” (the “**Contest**”) offers eligible entrants (each an “**Entrant**” and collectively the “**Entrants**”) the opportunity to create and submit one (1) up to PSA Poster (“**Artwork**”) per Entry Period (as defined below) inspired by their learnings from EVERFI’s *Prescription Drug Safety* course (as detailed in [Section 2](#)) presented by EVERFI (the “**Presenter**”). The Artwork and completed entry form will be collectively referred to as the “**Submission**” or “**Submissions**”. The Sponsor of this Contest is EVERFI, Inc., (“**Sponsor**”), 2300 N Street N.W., 4<sup>th</sup> Floor, Washington, D.C. 20037. The Administrator of this Contest EVERFI, Inc., (“**Administrator**”), 2300 N Street N.W., 4<sup>th</sup> Floor, Washington, D.C. 20037. Sponsor, Administrator and Presenter shall collectively be referred to as the “**Contest Entities**”. Void where prohibited or restricted by law. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Contest Entities.

The Contest will operate as follows:

- **CONTEST PERIOD:** The Contest begins on or about Tuesday, March 1, 2023 at 12:00:01 am Eastern Time (“**ET**”) and ends at 11:59:59 pm ET on Friday, April 28th, 2023 (the “**Contest Period**”).
- **SUBMISSION REVIEW, EVALUATION & JUDGING:** Concurrent with and immediately following the Contest Period, eligible Submissions will be reviewed and evaluated according to the criteria set forth in [Section 4](#) of these Official Rules by judges selected at the sole discretion of the Contest Entities (each a “**Judge**” and collectively the “**Judges**”).
- **WINNER NOTIFICATION:** On or about “Notification Dates” reflected in the Entry Chart, up to three (3) potential winners, as determined by the judging results, will be contacted to confirm eligibility, and obtain releases, according to [Section 5](#) of these Official Rules.

## ENTRY CHART

<b>Start Date (as of 12:00:01 am ET)</b>	<b>End Date (as of 11:59:59 pm ET)</b>	<b>Winner Notification Date (on or about)</b>
Tuesday, March 1, 2023	Friday, April 28, 2023	Friday, May 12, 2023

**2. ENTRANT ELIGIBILITY:** For an Entrant to participate in the Contest and to be considered as a potential Winner, the Entrant must meet the following eligibility criteria:

- Entrant must start at least one (1) module in the *Prescription Drug Safety* course.
- To be eligible to enter the Contest, an Entrant must: (a) have parental or legal guardian permission to participate, (b) be a U.S. or Canadian citizen or a permanent legal resident (i.e. must be able to show proof of permanent legal residence); and (c) be enrolled in a private or public middle or high school (grades 6 -12) or a home school (grades 6 -12) in

the following counties and states: Maricopa, AZ, Fulton, GA, Gwinnett, GA, Cobb, GA, DeKalb, GA, Cherokee, GA, Campbell, KY, Kenton, KY, Boone, KY, Jefferson, KY, Oldham, KY, Shelby, KY, Bullitt, KY, Spencer, KY, Fayette, KY, Ingham, MI, Eaton, MI, Clinton, MI, Tunica, MS, Tate, MS, Desoto, MS, Marshall, MS, state of Nevada, Mecklenburg, NC, Union, NC, Gaston, NC, Cabarrus, Nc, Iredell, NC, Rowan, NC, Cleveland, NC, Lincoln, NC, Stanly, NC, Hamilton, OH, Butler, OH, Shelby, TN, Davidson, TN, Rutherford, TN, Williamson, TN, Sumner, TN, Wilson, TN, Maury, TN, Robertson, TN, Cheatham, TN, Macon, TN, Smith, TN, Cannon, TN, Trousdale, TN, Dickson, TN, Montgomery, TN, Hickman, TN, Tarrant, TX, Denton, TX, Collin, TX, Dallas, TX, Harris, TX, Stafford, VA, Prince William, VA, Fairfax, VA, Loudon, VA, Manassas, VA, Arlington, VA, Fauquier, VA, Alexandria, VA, Roanoke City, VA, Washington, D.C

- Entrant must be at least thirteen (13) years of age, and no more than nineteen (19) years of age at the time of entry. Eligible Entrants who are under eighteen (18) years of age must have obtained their parent's or legal guardian's permission to participate. If applicable, any Minor Entrant may be required to provide parental or legal guardian's consent in a form satisfactory to the Sponsor before he or she can be declared a potential Winner.
- Entrant must be the rightful owner (or have authorized use) of the email address identified on the entry form. In the event of a dispute over the identity of an Entrant in the Contest, the Entrant will be deemed the authorized account holder of the email address associated with the Submission and he/she must comply with these Official Rules. **"Authorized Account Holder"** is defined as the natural person in whose name the email account was opened. In the event a dispute regarding the identity of an Entrant cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible and an alternate potential Winner will be selected.
- Entrant must not be an employee, owner, shareholder, officer, or director of Contest Entities or any of the foregoing's parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion, and advertising agencies, together with the immediate family members and/or those living in the same household of any of the foregoing persons (collectively, **"Household Members"**). For purposes of the Contest "Household Members" shall mean those people who share the same residence at least three months a year; **"Immediate Family Members"** shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. Void where restricted or prohibited by law.

**3. HOW TO ENTER & SUBMISSION REQUIREMENTS:** Eligible Entrants must complete the minimum required number of lessons of the *Prescription Drug Safety* course as detailed in [Section 2](#). To submit a Contest entry, Entrants will complete the [digital entry form](#). Entries will be solely evaluated based on this submission. Course participation, course results and/or social media posts will not factor into the evaluation.

**Note:** Contest Entities reserve the right, in their sole discretion, to disqualify any artworks that violate the Requirements, or potentially infringes or otherwise violates a third party's rights or if the artwork is deemed to be lacking in taste, quality, or is otherwise objectionable.

**SUBMISSIONS FOR EACH ENTRY PERIOD MUST BE RECEIVED BY THE DEADLINE DATE STATED IN THE ENTRY CHART IN SECTION 1. LIMIT ONE (1) UNIQUE SUBMISSION PER ENTRANT. Multiple awards per person are not permitted.** Any attempt to obtain more than one Submission may result in disqualification from the Contest. Incomplete, unreadable, or unintelligible Submissions will be disqualified. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Contest constitutes

Entrant's understanding of full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

**4. SUBMISSION REVIEW & JUDGING:** Concurrent with and immediately following each Entry Period, eligible Submissions for the corresponding Entry Period and Regional Pool will be reviewed and evaluated by representatives of the Contest Entities (the "**Judging Panel**") based on the criteria and weighting below ("**Judging Criteria**"). Subject to verification of eligibility and execution of the required Prize Claim Documents (as defined in Section 5), the Submissions with the highest overall point scores for each Entry Period and Regional Pool will be deemed potential Winners.

### **Entry Rules**

Entrants may only submit one (1) entry. Entrants may not submit entries as a group. Entry Requirements: All entries must comply with the following restrictions:

1. Entry must be an original work;
2. Entry must be in English (except for commonly understood foreign words);
3. Entry cannot have been published previously by any party other than the Entrant;
4. Entry must be suitable for publication (i.e., may not be obscene or indecent);
5. Entry cannot include trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than EVERFI;
6. Entry cannot include copyrighted or patented materials owned by others (including photographs, sculptures, paintings and other works of art or images);
7. Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
8. Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
9. Entry cannot promote illegal drugs, tobacco, alcohol, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
10. Entry cannot describe or depict any illegal activity or violation of any state, provincial or federal law.

EVERFI reserves the right in its sole discretion to disqualify any entry in violation of the Official Rules.

EVERFI and its affiliates may share the content of the submitted Contest entry anonymously and with no personal identifiers with Third Party Sponsors. By submitting any content to the Contest, Entrants hereby represent and warrant that the submitted materials do not and shall not infringe on any copyright, trademark, or other right of any third party.

### **Scoring Rubric**

#### **Demonstrating Understanding: 1-10**

- Is the information in the artwork accurate? Does it clearly answer the prompt?
- How well does the artwork outline the plan the Entrant put in place to make an impact within their community?
- Does the artwork reference knowledge from the lessons in the challenge?

**Connectivity to course: 1-5**

- Does the Entrant understand the concepts from the course?
- Does the Entrant translate its message in a clear and concise way?

**Creativity Score: 1-5**

- Does the Entrant use the topics from the course to create a new idea?
- Does the Entrant apply the lessons to their plan that help reinforce their understanding of the prompt/topic?
- Is there a good human interest story here from a PR perspective?

In the event of a tie, Entrants will be judged by a new panel of EVERFI's expert curriculum development team. Each Entrant will be evaluated utilizing the rubric above on their submission and a winner will be determined upon the final tally of the score.

With prior written approval from a winner's parent or legal guardian, winning entries and the winner's name and likeness may be featured by EVERFI and third-party sponsor of the Contest (e.g. Kroger Health) ("Third Party Sponsors"), and each of their respective parents, affiliated companies, subsidiaries, licensees, dealers, retailers, printers and advertising and promotion agencies, to the extent permitted by applicable law. Winners will be notified via email no later than Monday, June 5, 2023. Prizes will be distributed upon completion of the authorization form by the winning child's parent or legal guardian.

**5. WINNER NOTIFICATION:** On or about the Notification Date stated in the Entry Chart, up to three (3) potential Winners will be notified according to the following process: 1) The teacher of each potential Winner (as reflected in the potential Winner's Submission) will be notified by the Administrator and informed that their student was selected as a potential Winner; 2) The teacher will alert the student and the student's parent/legal guardian and obtain permission to share such parent/legal guardians email address with the Administrator; 3) The potential Winner (or his or her parent or legal guardian if a Minor) will be notified via DocuSign and required to verify the potential Winner's permanent legal address, high school enrollment status and complete an affidavit of eligibility, a liability release, and, unless prohibited by law, a publicity release and other documents as may be required by Contest Entities in their sole discretion (collectively, the "**Prize Claim Documents**"). If the teacher fails to respond to the initial notification, the Contest Entities reserve the right to contact the student directly via the email address associated with their Submission and to request the contact information for the student's parent or legal guardian, if a Minor. Failure by the potential Winner (or his or her parent or legal guardian if a Minor) to respond or return the Prize Claim Documents within the specified time may result in forfeiture of the prize and selection of an alternate Winner based on the judging results for the corresponding Entry Period/Regional Pool. A prize will not be awarded/fulfilled until all such properly executed documents are returned. Contest Entities, in their sole discretion, will attempt to contact up to three (3) potential Winners of each prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Contest Entities reserve the right to disqualify anyone not fully complying with the Official Rules. Each Winner of a prize of \$600 or more must provide the Contest Entities with their social security number for tax reporting purposes before the prize will be awarded. Such Winners will receive an IRS Form 1099 for the full value of the prize received for the year in which the prize is fulfilled.

**6. AVAILABLE PRIZES (3):**

1. EVERFI will award three winners with the following prizes:
  - One (1) First Place Winner: \$500 529 College Savings Gift Card and \$150 Kroger Gift Card
  - One (1) Second Place Winner: \$500 529 College Savings Gift Card and \$100 Kroger Gift Card

- o One (1) Third Place Winner: \$500 529 College Savings Gift Card and \$50 Kroger Gift Card

Contest Entities will coordinate either digital or physical gift card fulfillment directly with the Winner's parent or legal guardian. Gift cards are subject to separate terms and conditions, which can be found at <https://www.giftofcollege.com/gift-card-terms/>. If the Winner doesn't already have an established 529 plan, more information is available at <https://www.collegesavings.org/>. Other restrictions may apply. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF EACH WINNER. Winners cannot assign, transfer, or sell the prize claim to another person. No prize substitution is allowed except at the discretion of Contest Entities. Limit one (1) prize per person / per Household. Prizes will be fulfilled to the address provided on the Prize Claim Documents within approximately four (4) weeks of document completion. Other restrictions may apply.

**7. CONDITIONS OF PARTICIPATION/RELEASES:** Contest is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) agrees to be bound by these Official Rules and the decisions of the Contest Entities, which shall be final in all respects. By participating in this Contest and/or by accepting any prize that he or she may win, each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) agrees to release the Contest Entities and their respective affiliates, divisions, subsidiaries, successors, assigns, and licensees, and each of their respective employees, shareholders, officers, directors, contractors, advertising and promotion agencies, agents and representatives (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance or use of any prize. Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) authorizes the Contest Entities to use his/her Submission, name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Contest Entities are not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Contest Entities' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) late, lost, delayed, damaged, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, release forms, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Contest; (v) acceptance, possession, grant, use of or participation in any prize or related prize event, including without limitation, personal injury, death and property damage arising therefrom; (vi) claims based on publicity rights, defamation or invasion of privacy; or (vii) any printing, typographical, human administrative or technological errors in any materials associated with the Contest. Contest Entities disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Contest. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest (or any portion thereof) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Contest and, in such situation, to select the winner(s) from judging results or from all eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor. Sponsor may prohibit Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any

other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor's representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**8. INDEMNITY:** Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Contest; (b) a breach or allegation which if true would constitute a breach, of any of Entrant's representations, warranties or obligations herein; and (c) acceptance, possession, grant, participation in, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

**9. SUBMISSION REPRESENTATIONS AND WARRANTIES:** Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) represents and warrants as follows: (i) the Submission is the Entrant's own original, previously unpublished, and previously unproduced work; and (ii) the Submission does not and will not violate any applicable laws or infringe any third party's intellectual property rights, and is not and will not be defamatory, slanderous, or libelous. Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

**10. GRANT OF RIGHTS:** Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) into the Contest hereby irrevocably grants to Contest Entities, their designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Submission in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Contest and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

**11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant and Winner (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) understand and acknowledge that the Contest Entities have wide access to ideas, designs, and other materials, and that new ideas are being developed by their own employees, suppliers, and/or business partners. Each Entrant and Winner (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) also acknowledge that many ideas may be competitive with, similar or identical to an idea and/or each other in theme, idea, format, or other respects and agrees that he or she will not bring any claim or action against any of the Contest Entities or any third parties and will not be entitled to any compensation, as a result of any Contest Entities or any third-party use of any such similar or identical material. Each Entrant, and Winner acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of copyright, patent, trade secret, proprietary or other intellectual property rights in and to an idea and/or Submission. Nothing stated herein should be construed to create any

kind of employment relationship, contractor relationship, partnership, or joint venture with any of the Contest Entities.

**12. GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE CONTEST ENTITIES IN CONNECTION WITH THE CONTEST OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN. IN NO EVENT WILL THE CONTEST ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S IN THE CONTEST. WITHOUT LIMITING THE FOREGOING, **ALL AWARDS AND THE PROMOTION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CONTEST ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**13. DISPUTES:** **AS A CONDITION OF PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR CONSOLIDATED ACTION, IN ACCORDANCE WITH THE ARBITRATION PROVISION BELOW.** Further, in any such dispute, under no circumstances will Entrants (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, including without limitation attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g., costs associated with entering) if any, and Entrant further waives all rights to have damages multiplied or increased.

**14. ARBITRATION PROVISION:** By participating in this Contest, each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest. **THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS**

**OR REPRESENTATIVE BASIS; ARBITRATION CAN DECIDE ONLY THE ENTRANT'S AND/OR SPONSOR'S INDIVIDUAL CLAIMS AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.** The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**15. PRIVACY POLICY:** Any personal information supplied by Entrant to Sponsor will be subject to Sponsor's privacy policy posted at <https://everfi.com/privacy-policy>. By entering the Contest, you grant Sponsor permission to share your Submission including your email address and any other personal information with the other Contest Entities for the purpose of administration, and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in accordance with Sponsor's privacy policy.

**16. WINNER LIST:** For the names of the Winners (First name, last initial city, and state), send your request along with a stamped, self-addressed envelope to the "EVERFI – Washington D.C. Anti-vaping Scholarship Contest" Winner List, 2300 N Street N.W., 4<sup>th</sup> Floor, Washington, D.C. 20037. Requests must be received no later than May 19, 2023.