

# 2023–2024 K12 National Photography Competition Official Rules

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

BY PARTICIPATING IN THE K12 INC. NATIONAL PHOTOGRAPHY COMPETITION ("CONTEST"), EACH PARTICIPANT REPRESENTS AND WARRANTS THAT THEY MEET THE ELIGIBILITY REQUIREMENTS DETAILED WITHIN THESE OFFICIAL RULES AND ACKNOWLEDGES THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN DISQUALIFICATION. ENTRY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. ALL ENTRIES (INCLUDING ALL SUBMITTED AND WINNING PROPOSALS) AND REQUESTS BECOME THE PROPERTY OF STRIDE, INC. (THE "SPONSOR").

Contest begins at 9 AM Eastern Time (ET) on August 8, 2023, and will close at 5 PM (ET) on October 16, 2023 ("Contest Entry Period").

**ELIGIBILITY:** Contest is open to legal residents of the 50 United States and the District of Columbia. Contestants must be enrolled in grades K–12 at time of entry ("Entrant" or "You") and must reside in the U.S. at the time of their entry to be eligible for the Contest. Parents or guardians of students under the age of 13 must submit entries on behalf of their student(s). Employees of Sponsor and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, retailers, distributors (collectively, "Contest Entities"), and their immediate family members and/or those living in the same household of each are eligible to enter or win. Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Sponsor's decisions are final and binding on all matters.

**HOW TO ENTER:** Visit <https://enrichment.k12.com/home/2023-k12-photo-contest/> and follow all onscreen instructions to complete the official entry form. Uploading photo is required. Photo can be in .jpg, .jpeg, or .png format

and should not exceed 50MB in size. Photo must be taken by Entrant (or Entrant must own the rights to the photo if it was not taken by the Entrant), can be in color or black and white, and uploaded in compliance with the Contest requirements. **Entrant can submit one entry per category—DSLR Lens Master, Smartphone Shots, Film Photography— for up to three total entries.** All entries must be received during the Contest Entry Period. For the purposes of these Official Rules, receipt of an entry occurs when Sponsor's server (or Website) records the entry information (resulting from Entrant clicking on the "Submit" button). Once you submit your entry, your submission is final and may not be modified or edited. Any automated computer receipt (such as one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Entrants are subject to all notices posted on Website, including, but not limited to Sponsor's privacy policy. All entries eligible for the Contest will be prescreened by the Sponsor within five business days of submission prior to posting on the Website.

By submitting photo, Entrant understands and grants permission for the photo to be posted on Website for viewing by visitors to the Website. Sponsor and Contest Entities are not responsible for any unauthorized third-party use of any photo.

Except where prohibited by law, entry submission grants the Sponsor the right in perpetuity to reproduce, publish, use, edit, adjust, modify, abridge, condense, sublicense, and excerpt such photo and/or comments in any way, in all media, without limitation and without compensation to Entrant. Submission of photo in the Contest further constitutes Entrant's consent to irrevocably assign and transfer to Sponsor all rights, title, and interest in and to the photo, including, without limitation, all copyrights. The Sponsor may publish and/or promote photo, or a portion of a photo. If a photo, or a portion of photo is selected for publication and/or promotional purposes, it does not imply that it is a winning photo in this Contest, nor does it create a confidential relationship between you and the Sponsor or any of its respective affiliates or subsidiaries.

Photo dialog/audio must be in English and must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property, or other rights of any person or entity. If the photo contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the photo, any and all releases and consents necessary to permit the use and exhibition of the photo by Sponsor in the manner set forth in these Official

Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the photo. By submitting a photo, the Entrant (or, if an eligible minor, their parent or legal guardian) warrants and represents that they, and/or any persons appearing or who are identifiable in the photo, consent to the submission and use of the photo in this Contest, and its posting on Website in connection with the Contest. Entrant agrees to fully indemnify and defend Sponsor and the Contest Entities from all third-party infringement claims arising from its breach of these representations and warranties.

Entries must comply with the following content guidelines to be eligible:

- Content cannot be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, sexual orientation, gender identity, religious, professional, or age group, profane or pornographic, or contain nudity.
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), activities that may appear unsafe or dangerous, or any political agenda or message.
- Content cannot be obscene or offensive, endorse any form of hate or hate group.
- Content cannot defame, misrepresent, or contain disparaging remarks about other people or companies.
- Excepting that of the Sponsor, content cannot contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others or advertise or promote any brand or product of any kind without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses, or street addresses.
- Excepting that of the Sponsor, content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media) without permission.
- Without permission, content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead.
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Content cannot depict and cannot itself be in violation of any law or otherwise.
- Plagiarism will result in disqualification.

All entries must be received no later than 5 PM (ET) on October 16, 2023. Entries received after the deadline will not be part of the Contest nor be eligible to win.

Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

At the conclusion of the Competition, if there aren't any entries that earn a minimum-criteria score of 80% for a grade level or category area, no one will be determined a winner. Judges' decisions are final and binding. Only winners will be notified.

**JUDGING:** At the conclusion of the Contest, a panel of judges consisting of Stride, Inc. personnel and non-Stride personnel ("Judges") will determine a 1st, 2nd, and 3rd place winner in each grade band (kindergarten–2nd, 3rd–5th, 6th–8th, 9th–12th) in each category; DSLR Lens Master, Smartphone Shots, and Film Photography.

Public voting will determine one People's Choice winner across all categories in each grade band (kindergarten–2nd, 3rd–5th, 6th–8th, 9th–12th).

**CRITERIA:** A panel of judges consisting of Stride, Inc. personnel and non-Stride personnel ("Judges") will determine the 1st, 2nd, and 3rd place winners utilizing the following judging criteria: (a) Presentation, i.e., photo meets entry and category requirements and has an impact on the viewer (50%), (b) Originality, i.e., artistic approach of the photo showing creativity and imagination (25%), and (c) Technical Skill, i.e., evaluating lighting, exposure, focus, and technique used to take the photo (25%). Judges' decisions are final and binding.

Public voting will determine the People's Choice Winners. Only winners will be notified.

**TIES:** In the event of a tie, the entry from among the tied entries with the highest score in Presentation will be declared the winner. In the event of a further tie, the entry from among the tied entries with the highest score in Technical Skill will be declared the winner. In the event of further ties, the Judges will make the final determination as to which entry will win.

The Sponsor reserves the right not to award a prize if it does not receive enough eligible and qualified entries for a given category in its sole and absolute discretion.

**CONTEST PRIZES & CORRESPONDING APPROXIMATE RETAIL VALUES ("ARV"):** First place winners will receive a choice between three (3) prize packages valued at \$1,200: DSLR Camera with extra lens, accessory bundle, and kit; film camera with film kit and case included; or a three (3)

hour photo shoot session with a professional photographer. (1 winner per 4 grade bands per 3 categories = Total ARV: \$14,400)

The 2nd place winners will receive a choice between three (3) prize packages valued at \$500: DSLR Camera with extra lens; film camera with film kit; or a two (2) hour photo shoot with a professional photographer. (1 winner per 4 grade bands per 3 categories = Total ARV: \$6,000)

The 3rd place winners will receive a choice between three (3) prize packages valued at \$400; DSLR camera; film camera; or one (1) hour photography session with a professional photographer. (1 winner per 4 grade bands per 3 categories = Total ARV: \$4,800)

Each People's Choice Award winner will receive a \$500 Amazon e-gift card. (One winner per 4 grade bands = Total ARV: \$2,000)

Amazon is not, in any way, associated with Sponsor or this Contest. Gift cards will not be replaced if lost, stolen, or misused. IRS form 1099 may be issued and filed for winners, and winners are required to provide all information necessary for the form 1099 before receiving the award.

**WINNER NOTIFICATION:** Winners will be notified by email, or telephone, and/or U.S. mail within 5 business days of the Winner Reveal and may be required to complete and return a notarized Affidavit of Eligibility and Liability and, where permissible, a Publicity Release ("Affidavit/Release"), within seven days of the date specified on notification, and some sort of video testimonial about your competition experience, or an alternate winner may be determined. If an Affidavit/Release and/or if any required document(s) is not returned within such time period, or if a selected winner cannot accept or receive the prize for any reason, or if they are not in compliance with these Official Rules, the prize will be forfeited, and an alternate winner may be determined. Should the Entrant's prize include a trip of any kind for the Entrant and any supporting individuals, if at any point the Entrant and/or the supporting individuals decide not to attend, they will be responsible for reimbursing the Sponsor for any trip costs that may have accumulated up until that point of time. To the extent that the Sponsor or any of its affiliates incurs any fees or costs, including without limitation attorney's fees, to recover such trip costs, the Entrant will be responsible for such costs and must reimburse Stride or its affiliates for such costs. Suppose a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in their state of primary residence. In that case, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute an Affidavit/Release (or any required document) on minor's behalf. Prizes are awarded within 30 days after winner verification. Prizes are not redeemable for cash and are non-assignable or

transferable except to a surviving spouse. No substitutions are permitted except the Sponsor reserves the right to substitute a prize, or portion of any prize, with one of equal or greater value in case of unavailability. Winners acknowledge that the Sponsor and all other businesses concerned with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness, or merchantability of any aspect of any prize. Each winner will be responsible for all federal, state, local, and income taxes associated with winning their prize. Incidental expenses on any prize not specified herein are each winner's sole responsibility. Except where prohibited by law, entry and acceptance of the prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, photograph, and statements for purposes of advertising, trade, promotion, and publicity (including online posting) in all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, or permission.

**CONDITIONS OF ENTRY:** Entrant agrees to these Official Rules and the decisions of the judges and the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors, and assigns ("Releasing Parties"), release, defend, and hold harmless the Contest Entities, as well as the employees, officers, directors, and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Entrant's participation, acceptance, and use or misuse of any prize.

In the event Sponsor is prevented from continuing with the Contest as planned herein by any event beyond its control, including but not limited to fire, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control or concerns regarding the safety of any winner or guest, Sponsor shall have the right to modify, suspend, extend, or terminate the Contest. Entrants assume all liability for any injury, including

death or damage caused or claimed to be caused, by participation in this Contest or use or redemption of any prize.

This Contest shall be governed by and interpreted under the laws of the Commonwealth of Virginia, U.S.A., without regard to its conflicts of law provisions. Entrants hereby agree that all disputes, claims, causes of action, or controversies ("Claims") arising out of, or in connection with, this Contest shall be resolved, upon the election by Entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS ENTRANT WOULD HAVE IF THE ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and Entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and Entrant alone.

Furthermore, Claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect on issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement, and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply. Sponsor is not responsible for any typographical or other error in printing the offer, administering the Contest, or announcing any prize.

**LIMITATIONS OF LIABILITY FOR WEB ACCESS:** The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering or hacking, or by any of the equipment or programming associated with or utilized in the Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to the Website. The Sponsor is not responsible for

injury or damage to an Entrant's or any other person's computer related to or resulting from participating in this Contest or downloading and/or uploading materials from using the Website. If, for any reason, the Contest is not capable of running as planned because of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and determine winners from all eligible entries received prior to that action taken.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro, or use of automated devices or artificial intelligence, are void. Entries made with multiple email addresses, under multiple identities, or using any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void. In the event of a dispute, entries will be deemed submitted by the Authorized Account Holder of the email address provided at the time of entry. "Authorized Account Holder" means the natural person assigned to 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 email address. Mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, or misdirected entries.

**WINNERS LIST:** For the names of the winners (available 5 business days after the Winner Reveal), please visit <https://enrichment.k12.com/>.

**OPT-IN/OPT-OUT:** By entering the Contest, Entrants agree that collected information from Entrants may be used for future communications, solicitations, and marketing efforts (via U.S. mail, phone, text, or email) by Sponsor regarding its products, services, school offerings, including current offers, promotions, and enrollment opportunities, in addition to being used to notify winners. Refer to the Sponsor's privacy policy at <https://www.stridelearning.com/privacy-policy.html> to learn how to opt out if you do not wish to receive future offers from Sponsor.