

## Official Rules

### No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** This sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of Outschool, Inc. (“Sponsor”), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period:** The Sweepstakes begins at 12am PT on September 13, and ends at 12am PT on September 26 (“Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
3. **How to Enter:** To participate, you must
  - a. Enroll your learner in a GameCon Event occurring between Sep 23, 2022 -September 25, 2022 (See <https://info.outschool.com/gamecon-2022> for events)
  - b. Have a Twitter, Instagram or Facebook account, and it must be set to “public.” Entries must include why your family loves gaming, the hashtag #OSGameCon2022, and #sweepstakes. When you do, you will receive one (1) entry (“Entry”). There is a limit of one (1) Entry per person, and you may not use multiple accounts to enter. Sponsor may disqualify any entrant that attempts to enter more than one (1) time. By entering, you indicate your full agreement to these Official Rules and Sponsor’s decisions regarding the Sweepstakes, which are final and binding.
4. **Drawing:** On or about October 3, Sponsor will select 4 potential winner(s) in a random drawing of all entries received. The odds of being selected depend on the number of entries received.
5. **Potential Winner Requirements:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If the Sponsor does not already have one on file, each potential winner may be required to sign and return to the Sponsor a completed Form W 9 (“W-9”) for tax reporting purposes, in order to claim his/her Prize. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. If the potential winner fails to respond within 24 hours or if the notification is returned as undeliverable or fails to reach the potential winner for any reason, the potential winner will be disqualified and an alternate winner may be selected at Sponsor’s sole discretion, who will be subject to disqualification in the same manner.
6. **Prizes:** Winners will win one of four available Nintendo Switch OLED models with an approximate retail value of \$350 each (the “Prize”). A winner is responsible for paying any applicable income taxes and any and all other fees, costs and expenses not listed above. Any Prize details not specified above will be determined by Sponsor, in its sole discretion. A Prize may not be transferred and must be accepted as awarded, and any difference between approximate and actual Prize value will not be awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a Prize with another prize of equal or greater value if the Prize is not available for any reason, as determined by Sponsor, in its sole discretion. If the Prize(s) include a ticket to an event, transportation to and from the event and lodging will not be included, unless expressly stated otherwise.
7. **License Grant:** By entering the Sweepstakes, you grant Sponsor, its agents, licensees, and assigns, an irrevocable, perpetual, worldwide, royalty-free, non-exclusive right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without your name, image and likeness) in any media throughout the world for any purpose, without limitation, and without additional review, compensation or approval from you.
8. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prize(s)

at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

9. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, Twitter, Instagram, Facebook, Snapchat, Apple and Google and each of its respective parents, subsidiaries, affiliates, officers, directors, employees, and agents (collectively, the “Released Parties”) from and against any claim or cause of action arising out of or related to participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) technical errors that may prevent an individual from participating or receiving direct messages related to the Sweepstakes; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Sweepstakes or the processing of posts; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys’ fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, or indirect damages. All potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes. An entrant is not a winner of any Prize, even if the Sweepstakes should so indicate, unless and until entrant’s eligibility and the potential winning Entry has been verified and entrant has been notified that verification is complete. Sponsor will not accept alternative evidence of winning in lieu of its validation process.
10. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the rules of the American Arbitration Association. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, except as preempted by FAA, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. In the event of any conflict between this provision and the dispute resolution and arbitration agreement in the Outschoool Terms of Service <https://www.outschoool.com/terms>, the Outschoool Terms of Service shall govern.
11. **Sponsor:** The Sweepstakes is sponsored by Outschoool, Inc., 2261 Market Street #4545, San Francisco, California 94114. The Sweepstakes is not sponsored by, endorsed by, administered by, or associated with Twitter, Instagram, Facebook, Snapchat, Apple and Google.