

25th Anniversary Video Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES, PUERTO RICO, GUAM, AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The 25th Anniversary Video Contest (the "Contest") is designed to encourage eligible U.S. language educators ("Entrant(s)" or "You") to use their creativity to create a one (1) minute video that describes why they think language skills are important in K-12 education. Winning entries and prizes will be awarded in accordance with these Official Rules (these "Rules").

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Rosetta Stone with respect to the Contest.
2. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or a legal U.S. resident (i.e. must be able to show proof of legal residence); (b) be at least eighteen (18) years of age; and (c) be employed by a U.S. high school (you must show proof of employment at school). Employees, interns, contractors, and official office-holders of Rosetta Stone, and its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors as well as the national winners from previous years are ineligible to participate in this Contest.
3. **SPONSOR:** The Contest is sponsored by Rosetta Stone Ltd. ("Rosetta Stone" or "Sponsor"), a Delaware corporation with principal place of business at 1621 North Kent Street Suite 1200 Arlington, VA 22209.
4. **CONTEST PERIOD:** The Contest begins on **August 1, 2017, 12am EST** in the United States and ends on **August 20, 2017, 12am EST** ("Contest Period"). All dates are subject to change.
5. **HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website during the Contest Period and follow the instructions. You will be requested to

complete an official entry form ("Entry Form") and submit a video that describes Entrant's reasons for why language learning skills are important in K-12 education. ("Video"). The Video and supporting statements must meet the "Video Requirements" and "Criteria" described below.

6. To submit an entry, please follow the instructions on the Contest Site. Sponsor is not responsible for illegible or incorrectly submitted entries.
7. Entries received without a completed Entry Form will be disqualified.
8. **LIMIT ONE (1) ENTRY PER ENTRANT.** Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by Sponsor); (ii) received by **August 20, 2017, 12am EST**; and (iii) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the Video Requirements or Criteria will be disqualified. Sponsor accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. All entries will be deemed made by the Entrant submitted at the time of entry.
9. **VIDEO REQUIREMENTS.** The Video and supporting statements must meet the following criteria ("Video Requirements"):
 - a. They must not be derogatory, offensive, threatening, defamatory, disparaging, libellous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
 - b. They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the Video and supporting statement are created.
 - c. They must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
 - d. They must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
 - e. They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
 - f. The Video is not the subject of any actual or threatened litigation or claim.
 - g. The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.

- h. Video must be submitted via a link to Google Drive or YouTube or attach mp4 of video to education@rosettastone.com. Videos must be submitted in their original size and resolution. Videos must be 1 minute or shorter in length. Any submissions over 1 minute will not be reviewed.
10. During the Contest Period, the Sponsor, and/or its agents (defined below) will be evaluating the Videos and supporting statements to ensure that they meet the Video Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits a video and supporting statements that do not meet the Video Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.
11. JUDGING: Each Video will be evaluated by a panel of three (3) Rosetta Stone employees based on the following ("Criteria"):
- a. Purpose (50%): The purpose of the contest is to share why language learning skills are important in K-12 education. Therefore, judges will consider whether the Video supports in terms of:
 - i. Does the entry highlight why the Entrant believes language skills are important?
 - b. Creativity (30%): Creativity can be incorporated in the content of the answer, visual effects, or anything in the video. Creativity will be judged in terms of:
 - i. Is there entry unique, creative and/or memorable?
 - c. Logistics and Quality (20%): The Videos do not need to be professional, but the quality will still be important and judged on the following:
 - i. Is the sound clear enough that the speaker is understandable?
 - ii. Is the Video under one minute in length or as close to as is reasonable?
 - iii. Does the Video satisfy the Video Requirements?
12. Using the above Criteria, the judges will vote to determine the winner.
13. Tie-breaker: In the event of a tie, Sponsor will re-evaluate the tied Videos according to the Criteria until the tie is broken.
14. Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept their prize, then Sponsor reserves the right to award the prize to another entrant.
15. Notification of Winners: Becoming a winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential winner is disqualified for any reason, the Video that received the next highest total score will be chosen as the potential winner. The potential winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential winner may be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be

deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents via fax (or as otherwise instructed) within forty-eight (48) hours and via U.S. Mail within seven (7) days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner may be selected based on the judging Criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding.

16. PRIZES: One (1) Grand Prize consisting of Twenty-Five (25) Rosetta Stone One (1) year classroom licenses for the language of your choice, Twenty-Five (25) headsets, and One (1) web training. ARV total for all Prizes is \$5,129.00 USD. ALL PRIZES ARE INTENDED FOR CLASSROOM USE ONLY.
17. TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.
18. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Sponsor reserves the right to disqualify any Entrant from the Contest if, in Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants or Sponsor.
19. INTELLECTUAL PROPERTY RIGHTS: As between Sponsor and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Video. As a condition of entry, Entrant grants Sponsor a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Video for any purpose, including display on the Sponsor website, without any attribution or compensation to Entrant. Entries will not be returned.
20. PRIVACY: Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Contest. All personal information that is collected from parents, guardians, teachers, non-profit leaders and after-school programs on behalf of Entrants is subject to Sponsor's Privacy Policy, located [here](#). Individuals submitting personal information in connection with the Contest have the

right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Contest by writing to Sponsor at the following address:

privacyofficer@rosettastone.com

21. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Sponsor at Sponsor's expense and agree and consent to use of their name and/or likeness by Sponsor. Sponsor will contact Entrants in advance of any Sponsor-sponsored media request for interviews.
22. The Video may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Video. Sponsor reserves the right to publish the name and likeness of the Winners on the Contest Site or through other media for publicity purposes.
23. **WARRANTY AND INDEMNITY:** Entrants warrant that their Videos are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Video and that they have the right to submit the Video in the Contest and grant all required licenses. Each Entrant agrees not to submit any Video that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.
24. To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any Video or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or

announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

25. **ELIMINATION:** Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.
26. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.
27. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Virginia or the appropriate state court located in Northern Virginia; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.
28. **WINNER'S LIST:** You may request a list of winners after August 25,2017 by sending an e-mail to education@rosettastone.com