

**K-12 Art 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 K-12 Art Contest is designed to encourage eligible U.S. school students and their parents/guardians on their behalf ("Entrant(s)" or "You") to use their creativity to create artwork that is inspired by their study of world language. 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); and (b) be enrolled in a private or public elementary or secondary school (grades K-12) or a home school (grades K-12) in the United States, a United States Territory in Puerto Rico, Guam and Washington, D.C., a student of a U.S. Service Person serving abroad (collectively, "U.S. School(s)"); and (c) have obtained a parent's or legal guardian's prior permission. *Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Section 8 of these Rules.* Contest is void where prohibited by law. 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 Rosetta Stone, 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 April 1, 2017 at 12:00am EST in the United States and ends on April 30, 2017 at 12am EST. All dates are subject to change. Entries must be postmarked by April 30, 2017 and received within seven (7) days of the Postmark Deadline in order to have been submitted within the Contest Period.
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 submit a form to receive the official entry form via the email address you provide with instructions to submit: (a) artwork that reflects Entrant's creative interpretation of the Contest theme (drawing, photography, painting, etc.) and (b) all information requested including parental consent. Entry Forms can only be submitted by parents, guardians, teachers, non-profit leaders, and afterschool programs on behalf of Entrants. The artwork and supporting statements must meet the "Artwork Requirements," described below.
6. To submit an entry digital, please follow the instructions on the Contest Site. Sponsor is not responsible for illegible or incorrectly submitted entries made via the digital upload tool.
7. To submit an entry in hard-copy form, the entry form must be mailed in an envelope (packaged carefully so it won't be damaged) with proper postage affixed, to the following mailing address: 1621 North Kent Street Suite 1200 Arlington, VA 22209.
8. Entries received without a completed Entry Form or without a parent's or legal guardian's signature will be disqualified.
9. **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 Rosetta Stone); (ii) received by April 30, 2017 and (iii) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. Sponsor accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made by the Entrant submitted at the time of entry.
10. **ARTWORK REQUIREMENTS.** The artwork and supporting statements must meet the following criteria:
  - 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 artwork 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 artwork 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. The submitted artwork is two-dimensional and scannable (e.g., no videos or GIFs)
11. During the Contest Period, the Sponsor, and/or its agents (defined below) will be evaluating the artwork and supporting statements to ensure that they meet the Artwork Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits artwork and supporting statements that do not meet the Artwork Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.
12. Submitted artwork will be shared with Sponsor's network via email, social media, and website for voting. Artwork will be evaluated by voters based on the following "Criteria": (i) artistic skills (ii) creativity and originality - considering the representation of the Contest theme; and (iv) adherence to the Artwork Requirements.
13. Using the above Criteria, twelve (12) artworks with the most votes will be selected to appear in a 2017-2018 Rosetta Stone school year calendar and receive a pizza or ice cream party for their classroom (valued at \$40/classroom). Sponsor will coordinate with teacher to set up party within 2 weeks of winners selected.
14. Tie-breaker: In the event of a tie, Sponsor will re-evaluate the tied artworks according to the Criteria until the tie is broken.
15. 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.

16. 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 artwork that received the next highest total score will be chosen as the potential winner. The potential winner 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 or potential winner's parent or guardian 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 email (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. In the event that the potential winner submitted their entry online they should keep a hardcopy of their final artwork. The winner may be required to mail in the original artwork for high resolution scanning. If the potential winner is unable to provide the original artwork within seven (7) days, the potential winner will be deemed to have forfeited the prize and another potential winner may be selected. In the event the potential winner is a minor, their parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding.

17. PRIZES: Twelve (12) artworks with the most votes will be selected to appear in a 2017-2018 Rosetta Stone school year calendar and receive a pizza or ice cream party for their classroom (valued at \$40/classroom). Sponsor will coordinate with teacher to set up party within 2 weeks of winners selected.

18. 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. In order to receive a prize, potential winners must submit tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or a representative for Sponsor or the relevant tax authority, all as determined by applicable law. The potential winner and finalists, and if the

winner/finalist is a minor, their parents or legal guardians, are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternate potential winner.

19. 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.
20. 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 artwork. 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 artwork for any purpose, including display on the Sponsor website, without any attribution or compensation to Entrant. Entries will not be returned.
21. 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 at [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](mailto:privacyofficer@rosettastone.com)
22. 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.
23. The artwork 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 artwork. Sponsor reserves the right to publish the name and likeness of the winners on the Contest Site or through other media for publicity purposes.
24. WARRANTY AND INDEMNITY: Entrants warrant that their artwork to be their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted artwork and that they have the right to submit the artwork in the Contest and grant all required licenses.

Each Entrant agrees not to submit any artwork 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.

25. 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 attorney's fees) arising out of or accruing from: (i) any artwork 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.
26. **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.
27. **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.

28. 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.
29. WINNER'S LIST: You may request a list of winners after May 29, 2017 by sending a self-addressed stamped envelope to: 1621 North Kent Street Suite 1200 Arlington, VA 22209.