## ROSETTA STONE WORLD TEACHER DAY GIVEAWAY Official Rules

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility: ROSETTA STONE WORLD TEACHER DAY GIVEAWAYS** ("Giveaway") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Rosetta Stone Ltd., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in Giveaway constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor/Administrator:** Rosetta Stone Ltd. ("Rosetta Stone"), 1919 North Lynn Street., 7<sup>th</sup> Floor, Arlington, VA 22209.

**3. Timing:** The Giveaway entry period begins on Sunday, October 1, 2017 to Wednesday, October 4, 2017 (the "Entry Period").

**4. How to Enter:** Entrants must post a photo or video of themselves on the Rosetta Stone Facebook page (www.Facebook.com/RosettaStoneEducation), with a caption describing why Entrant became a teacher. Videos may not be longer than two (2) minutes.

Entrants must complete all steps above to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Rosetta Stone. Each entrant may submit only once during the Entry Period. Multiple entrants are not permitted to share the same Facebook account. Any fraudulent acts, including use of any automated system to participate, are prohibited and will result in disqualification. Rosetta Stone is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Facebook account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the Facebook account. Each potential winner may be required to show proof of being the authorized account holder.

**5. Odds of Winning:** The odds of winning depend on the number of eligible entries received during the duration of the Giveaway.

**6. Winner Selection and Notification:** Three (3) winners will be selected by random drawing, to take place on October 5, 2017 from all eligible entries received during the Giveaway entry period. Odds of winning depend on the number of eligible entries received. Winners will be notified via Facebook within three (3) business days following the winner selection. Winners must be prepared to certify that they are a current educator employed by an education institution. Rosetta Stone shall have no liability for a winner's failure to receive notices due to winner's SPAM, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information.

If any potential winner cannot be contacted, or fails to provide any other requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize is disqualified for any reason, Rosetta Stone will select an alternate winner to award the prize. There will be three (3) alternate winner selections after which the prize will remain un-awarded. Prizes will be fulfilled within approximately 2-3 weeks after the conclusion of Giveaways.

## 7. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY ROSETTA STONE, WHOSE DECISIONS ARE FINAL AND BINDING. <u>AN ENTRANT IS</u> <u>NOT A WINNER OF ANY PRIZE, EVEN IF GIVEAWAY SHOULD SO INDICATE, UNLESS</u> <u>AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE</u> <u>BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS</u> <u>COMPLETE</u>. ANY ATTEMPTED SUBMISSION THAT FAILS DUE TO TECHNICAL ISSUES OR USER ERROR IS VOID, AND WILL NOT BE HONORED.

## 8. Prizes:

<u>PRIZES</u>: A limited edition Rosetta Stone Teacher Goodie Bag. Approximate Retail Value ("ARV"): \$100.00.

<u>For All Prizes</u>: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash or other substitution, assignment or transfer of any prizes is permitted, except by Administrator, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Administrator. TOTAL ARV OF ALL PRIZES: \$100.00.

Limit: One (1) Giveaway prize per person.

**8. Publicity:** Except where prohibited, participation in this Giveaway constitutes entrant's consent to Rosetta Stone's use of entrant's name, likeness, Facebook username, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

**9. General Conditions:** Rosetta Stone reserves the right to cancel or modify Giveaway if fraud, technical failures, human error or any other factor impairs the integrity of Giveaway, as determined by Rosetta Stone in its sole discretion. Rosetta Stone reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of Giveaway, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of Giveaway is a violation of criminal and civil law, and, should such an attempt be made, Rosetta Stone reserves the right to seek damages from any such person to the fullest extent permitted by law. Rosetta Stone's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Rosetta Stone, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in Giveaway or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with Giveaway, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. **Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or Giveaway; (4) technical or human error which may occur in the administration of Giveaway or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in Giveaway, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in Giveaway, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway 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 Giveaway 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 Official Rules, or the rights and obligations of the entrant and Administrator in connection with Giveaway, 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.

**13.** Entrant's Personal Information: Information collected from entrants is subject to the Rosetta Stone Privacy Policy (www.rosettastone.com/privacy).

**14. Winner:** To find out who the winner is, visit <u>www.facebook.com/RosettaStoneEducation</u> or <u>www.Twitter.com/RosettaStoneEd</u>. The winner list will be posted on Thursday, October 5, 2017 Friday, October 6<sup>,</sup> 2017.