

## SUPERTUTOR TV'S BEST ACT BOOK EVER GIVEAWAY: OFFICIAL RULES

**PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE SWEEPSTAKES. ENTRANTS WHO ARE MINORS: YOU MUST OBTAIN THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN BEFORE ENTERING THE SWEEPSTAKES. ENTRY TO THE SWEEPSTAKES IS FREE AND NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN. A PAYMENT OR PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

### Binding Agreement

To enter the SWEEPSTAKES, you must agree to these Official Rules (the "Rules"). Therefore, please read the following rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the SWEEPSTAKES constitutes agreement to these Rules. You may not submit an entry to the SWEEPSTAKES and are not eligible to receive the prizes described in the Rules, unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and Supertutor Media, Inc.

### Overview

No purchase, payment, or donation of any kind is necessary to enter or win; a purchase, payment, or donation will not increase the chance of winning. By entering, entrant agrees to be bound by these Official Rules and the decisions of the sweepstakes administrators, which shall be final. The SWEEPSTAKES starts at 12:00 PM Pacific Time, **May 24, 2019** and ends at 11:59 PM Pacific Time, **May 26, 2019** ("SWEEPSTAKES Period"). All entries must be time stamped no later than 11:59 PM Pacific Time, **May 26, 2019** and received by 11:59 PM Pacific Time, May 26, 2019. Not responsible for lost or misdirected emails, technical issues with posts, or other communication problems.

### Who Can Enter

1. The SWEEPSTAKES is intended for the United States only and will be evaluated according to United States law. Do not enter the SWEEPSTAKES unless you are located in the United States at the time of entry and are a legal resident of the United States.
2. To be eligible to participate in the SWEEPSTAKES, entrants must be age 13 or older. A maximum of one Entrant per entry is allowed. If the SWEEPSTAKES winner is under age 21, SWEEPSTAKES prize may be awarded to custodial parent(s) or legal guardian(s) pursuant to applicable law.
3. Employees and hired Contractors of Supertutor Media, Inc., their subsidiaries and affiliated companies, advertising and promotion agencies and their immediate family members are ineligible. The term "immediate family member" includes spouses, grandparents, parents, siblings, children, and grandchildren.

### How to Enter

1. Qualified entrants shall enter through Social Media Engagement or via Email only. Multiple entries are not permitted.
  1. To enter via Social Media Engagement method, entrant must
    1. Follow SupertutorTV on Instagram: <https://www.instagram.com/supertutortv/>
    2. Tag 3 Friends
    3. Like the post announcing the SWEEPSTAKES
  2. To enter via email ONLY, entrant must:
    1. Email with subject line "ACT MATH BOOK 2 INSTAGRAM GIVEAWAY" to [SWEEPSTAKES@supertutortv.com](mailto:SWEEPSTAKES@supertutortv.com)
    2. In the body of the email, include full name, full US address (including city, state, and zip code), email address, date of birth, and phone number
    3. If applicable, indicate your Instagram handle (if different from your real name) and Youtube handle (if you have one.)
    4. Entrants who send more than one email entry, or use a different email address to attempt further entries, shall be disqualified.
2. Submissions must be primarily in English.
3. The person submitting the Entry will be deemed the entrant ("Entrant"). The Entrant is the one person who owns the email address associated with the Submission, except that an email address in the name of the parent or legal guardian of the otherwise eligible minor entering the submission will be permitted and the prize thus claimed by the minor's parent or legal guardian. Group entries are not permitted.
4. Each Entrant agrees not to submit any comment that infringes upon any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violates applicable U.S. law. Entries violating this section of the rules may be disqualified. Each Entrant is limited to a total of one (1) submission. Each Entrant is limited to one prize per person, household, and/or email address. Each Entrant and a parent or guardian will be required to sign a release and affidavit for the SWEEPSTAKES entry and must agree to abide by these rules.
5. By entering, each Entrant hereby releases and holds harmless Supertutor Media, Inc., its program partners, and each of their subsidiaries and affiliates, and any others involved in the development and/or execution of this SWEEPSTAKES, and the respective officers, directors, shareholders, agents, and employees of the same from any and all claims, demands, losses, promises, causes of action, and liabilities arising out of this SWEEPSTAKES including travel.

6. Submissions that do not comply in all material respects with the Official Rules or that otherwise contain prohibited or inappropriate content in Supertutor Media's sole discretion will be disqualified, not published, and/or not considered for prizes.
7. Supertutor Media is not responsible for lost, late or misdirected email; printing errors; server unavailability; or computer or any other electronic or telecommunications malfunction.
8. All Submissions received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. All Submissions become the property of Supertutor Media and will not be acknowledged or returned.

#### **Elimination**

Any false information provided within the context of the SWEEPSTAKES by any participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Official Rules, or the like, may result in the immediate elimination of the participant from the SWEEPSTAKES. The SWEEPSTAKES Sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party, otherwise does not comply with these Official Rules, or violates U.S. or applicable state or local law.

#### **Winner Selection**

1. One (1) Entrant Grand Prize Winner ("Grand Prize Winner") will be selected by random draw. The winner will be notified on or around May 31, 2019. Each Entrant agrees to be bound by the Official Rules, and the decisions are final in all matters relating to this SWEEPSTAKES.
2. In the event that selected winner does not meet eligibility requirements, another winner will be selected, until an eligible winner is found.

#### **Prizes**

1. One (1) Entrant Grand Prize Winner will be chosen. The Grand Prize Winner will receive SupertutorTV's Best ACT Math Book Ever: Volume 2. Approximate retail value of prize is US\$29.99.
2. No substitutions for the prize will be allowed. Void where restricted or prohibited.
3. Odds of winning depend on the number of Entries received.
4. Winners are solely responsible for all taxes and/or fees that may be incurred. All winners are required to verify proper and legal picture identification and Social Security number within 7 days of notification of winning the prize. Winner may forfeit any and all winnings if verification cannot or has not been made within 7 days of contact. Upon proper verification, prize will be shipped via USPS Media Mail at the expense of Supertutor Media Inc. within twenty one (21) business days. Supertutor Media is not responsible for lost or misdirected mail.

#### **Winner Notification**

1. The winner will be contacted via Instagram Direct Message. If winner has submitted an entry via email, Supertutor media shall contact winner by phone and/or email. Winner must show picture identification to claim their prize. Entrants who do not send confirmation emails are responsible for sending the above mentioned messaging inbox for the social media account used to submit entry. Supertutor Media reserves the right to examine additional identification and may choose to accept or deny awarding the prize based on the identification presented.
2. By participating in the SWEEPSTAKES, each participant and the Grand Prize Winner waives any and all claims of liability against Supertutor Media Inc., and its respective employees and agents, for any personal injury or loss that may occur from the conduct of, or participation in, the SWEEPSTAKES, or from the use of any prize. The Grand Prize Winner will be required to complete a release and affidavit prior to acceptance of any prize. If the Grand Prize Winner is a minor in their state of residence he/she will be required to have a parent or guardian complete the release and affidavit as required by applicable law.
3. By claiming a prize, the Grand Prize Winner authorizes the use, without additional compensation, of his or her name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any medium (including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture date storage) Supertutor Media Inc. may deem appropriate.
4. To obtain the name of the Grand Prize Winner of the SWEEPSTAKES, send a request along with a separate, self-addressed, stamped envelope to Supertutor Media Inc., 1314 Westwood Blvd. Suite 107, Los Angeles, CA 90024 by August 15<sup>th</sup>, 2019.

#### **Additional Rules**

1. The conduct of the SWEEPSTAKES is governed by the applicable laws of the United States of America and any applicable state laws, which take precedence over any rule to the contrary herein. All claims relating in any manner to this SWEEPSTAKES or to any Submission must be resolved in the federal or state courts in California.
2. Supertutor Media is not liable for any lost or stolen entries, prizes or SWEEPSTAKES information.
3. By participating in the SWEEPSTAKES, participants agree to be bound by the decisions of Supertutor Media personnel. Supertutor Media reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the SWEEPSTAKES, or obtained winner status using fraudulent means. Supertutor Media will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the SWEEPSTAKES and their decisions concerning such disputes shall be final. If the conduct or outcome of the SWEEPSTAKES is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional

interference or any event beyond the control of Supertutor Media, Supertutor Media reserves the right to terminate this SWEEPSTAKES, or make such other decisions regarding the outcome as it deems appropriate. All decisions will be made by Supertutor Media and are final. Supertutor Media may waive any of these rules in its sole discretion.

4. Supertutor Media reserves the right not to award any prizes if none of the entries received meet the stated SWEEPSTAKES criteria, in its sole discretion.
5. Supertutor Media takes no responsibility and assume no liability for any omissions, acts or damages that may result from the preparing of materials to submit to this SWEEPSTAKES.

**Waiver of Liability and Agreement to Indemnify**

By submitting any entry, each entrant, its, his, her or their heirs, successors and assigns ("entrant") thereby releases, forever discharges and covenants not to make a claim against or sue Supertutor Media Inc., and its parents, subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns, of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which entrant may have or hereafter have against Supertutor Media by reason of any injuries or damages entrant may sustain, whether to entrant's person, property, reputation, or otherwise, as a result of, incident to, or related in any way to the entry, the SWEEPSTAKES, or the use, incorporation or exploitation of the entry for any purpose described herein. Entrant waives and foregoes the right to seek injunctive relief against anyone relating in any way to the entry, the SWEEPSTAKES, or the use, incorporation, or exploitation of the materials for any purpose described herein. Entrant agrees to indemnify and hold harmless Supertutor Media from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any representation made in the entry or by virtue of submitting the entry.