

Second Step[®] Programs SELDay Photo Contest Promotion Official Rules

Important: Please read these Official Rules before entering this sweepstakes promotion (the “Promotion”).

By participating in this Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

Promotion void where prohibited by law. Subject to applicable federal, state, and local laws.

1. Eligibility: The Promotion is open only to legal residents of the 50 United States or District of Columbia who are at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) upon entry (each an “**Entrant**”). Entrants can enter the Promotion (a) on behalf of themselves; (b) if the parent or legal guardian of a child who is under the legal age of majority in their state of residence and such minor child shares the same legal residence as the parent or legal guardian (a “**Minor**”), on behalf of a Minor; and or (c) if a teacher of a Minor, on behalf of such Minor(s), provided such Minor’s parent or legal guardian has provided consent for such Minor(s) to participate. All references in these Official Rules to “you” apply to the Entrant. Each Entrant may submit entries on behalf of Minors that meet the criteria above and elsewhere in these Official Rules, subject to the entry limitations in Section 3 below.

Directors, officers, members, managers, and employees of Committee for Children (“**Sponsor**”) and any of its parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. Promotion Period: The Promotion starts at 12:00:01 a.m. Pacific Time (“**PT**”) on March 6, 2023 and ends at 11:59:59 p.m. PT on March 12, 2022 (the “**Promotion Period**”). All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Promotion.

3. How to Enter: To enter, complete the steps as instructed for one of the following methods of entry during the Promotion Period:

- **Post a photo showing your school or classroom celebrating SEL Day on Instagram, Facebook, or Twitter using both the hashtags #SELDay and #SecondStep**
- **Submit your photo to Matt Pearsall, Second Step Community Manager, at community@cfchildren.org**

- **Email your name to Matt Pearsall, Second Step Community Manager, at mpearsall@cfchildren.org**

Upon completion, you will receive one entry into the Promotion. By participating in this Promotion, you represent and warrant that your participation does not violate any of your employer's rules, policies, or terms.

Limit: ONE ENTRY PER ENTRANT DURING PROMOTION PERIOD, REGARDLESS OF METHOD OF ENTRY. Any attempts to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

If participating in this Promotion via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. Identity of Entrant: All entries must be submitted by the individual Entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple Entrants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

In the event of a dispute about the identity of the Entrant, entries will be declared made by the authorized account holder of the social media account associated with the entry. An "**authorized account holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof they are the authorized account holder of the account associated with the winning entry.

5. Selection and Notification of Winner: On or about March 13, 2023, Sponsor will select the names of 3 potential winners of the prize in a random drawing from among all eligible entries at Sponsor's headquarters as listed in Section 15 below. The odds of winning depend on the number of eligible entries received.

Each potential winner will be notified via a direct message to the Entrant on or about March 13, 2023. If any prize is won by an Entrant on behalf of a Minor, that prize will be awarded in the name of the Entrant and such Entrant will be responsible for providing consent for any individuals to be featured in the prize illustration as described below. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within fourteen days of being notified, an Affidavit of Eligibility and Liability/Publicity Release (i.e. a promotion or contest release) in order to claim his/her prize. For any Entrant who is a potential winner and entered on behalf of one or more Minors and the Minor is to be featured in the prize illustration, the Entrant may be required to assist and cooperate with Sponsor in obtaining signed releases from the parent or legal guardian of each Minor to be featured in the prize illustration. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within fourteen days, such as the Affidavit of

Eligibility and Liability/Publicity Release and Minor releases; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Alternate drawings will be held until the prize is awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. Prize: 3 winners each receive a selection of books from the Second Step Program booklists. Specific books awarded will be determined by Committee for Children staff.

Prize Restrictions: ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Promotion. LIMIT ONE PRIZE PER ENTRANT. Appearance of prize drawing is at Sponsor's sole discretion and winner will not have any input on what the illustration will look like.

Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

7. Disclaimer: Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Promotion disruptions, injuries, losses, or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

8. Limitations of Liability; Releases: By entering the Promotion, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses, and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,

INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE PROMOTION OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS PURCHASED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. Use of Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Promotion constitutes permission to use your (and if you enter on behalf of any Minor, the Minor's) name, city/state, age, aural and visual likeness, prize information, and photos obtained during the prize fulfillment process for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner (and if you enter on behalf of any Minor, you and the Minor) may be required to execute a consent to the use of their name, city/state, age, aural and visual likeness, prize information, and photos obtained during the prize fulfillment process for advertising, marketing, and promotional purposes without further permission or compensation.

By entering the Promotion and providing a photo during the prize verification process, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license, (with the right to sublicense), to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your photo(s) provided in the winner verification process, or any portion thereof (including your name and likeness as shown and conveyed in the photo(s)), in connection with the Promotion and for other advertising, marketing, and promotional purposes, and to incorporate such photo(s), in whole or in part, into other works in any manner, form, media or technology now known or later developed. Except for creating the prize illustration, Sponsor will have no obligation to publish or use or retain any photo you submit or to return any such photo to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect, or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your photo, name, likeness, or other information in this Section. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion.

10. Privacy: See Sponsor's Privacy Policy at <https://www.cfchildren.org/privacy-policy/>.

11. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope to the address listed in Section 15 below for arrival after March 13, 2023, and before March 20, 2023, to the address listed in Section 15 below, Attn: Second Step SELDay Photo Contest Promotion. To obtain a copy of these Official Rules send a stamped, self-addressed business-size

envelope to the address listed in Section 15 below, Attn Second Step SELDay Photo Contest Promotion. VT residents may omit return postage.

12. Intellectual Property Notice: COMMITTEE FOR CHILDREN and SECOND STEP are trademarks of Committee for Children. The Promotion and all accompanying materials are copyright © 2021 by Committee for Children. All rights reserved.

13. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE APPROPRIATE STATE COURT LOCATED IN KING COUNTY, WASHINGTON. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Promotion or any Entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security, or proper play of the Promotion, or Sponsor otherwise becomes (in its discretion) incapable of running the Promotion as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other Entrant (as determined in Sponsor's discretion) are subject to disqualification from the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

15. Sponsor: Committee for Children, 2815 Second Ave., Suite 400 Seattle, WA 98121.