

## SECOND STEP® SEL SUPERPOWER SWEEPSTAKES 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 IS NECESSARY TO ENTER OR WIN THIS PROMOTION.**

Promotion void where prohibited. 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 (a) at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) upon entry and (b) pre-kindergarten – grade 12 educators who are employed at schools located in the 50 United States or District of Columbia (“*Entrants*”). All Entrants must meet these eligibility requirements. 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 (spouse, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. You represent and warrant that your participation in the Promotion does not violate the terms of your employment (including any procedures established by your employer with respect to participating in promotions) and, if required by your employer, you have permission from your employer to participate in the Promotion, subject to these Official Rules. **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 and otherwise comply with these Official Rules.

**2. Promotion Period:** The Promotion starts at 9:00am PST on February 12, 2024, and ends at 5:00pm PST on March 8, 2024 (the “*Promotion Period*”). Sponsor’s or its designee’s computer is the official time-keeping device for the Promotion. All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize.

**3. How to Participate:** To participate, complete the following steps during the Promotion Period: (a) create a video that describes your SEL superpower in one minute or less, and (b) post it on Facebook or Instagram with inclusion of (i) a tag to Committee for Children (e.g., @committeeeforchildren) and (ii) the hashtag #SELSuperpower2024 (collectively, the “*Specified Social Media Post*”). By submitting a Specified Social Media Post as instructed above (“*Submission*”), you agree that your Submission conforms to the Guidelines and Restrictions below. Sponsor may choose to remove any Submission or disqualify you from the Promotion if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of all required entry steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Promotion.

**Limit:** ONE SUBMISSION PER PERSON DURING PROMOTION PERIOD, REGARDLESS OF METHOD OF ENTRY. Any attempt to obtain additional entries may result in disqualification.

### **Submission Guidelines and Restrictions:**

- a. Your Submission must not include or refer to untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and owned 100% by you, or, alternatively, you must have the full rights to grant the license and other rights that you grant to Sponsor in Section 10 below.
- c. Your Submission must not (in Sponsor’s discretion): (i) violate any third-party rights, including copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or

individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (vii) contain unauthorized third-party trademarks or logos.

- d. You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Submission; (iii) the Submission complies with SecondStep.org terms of use and policies; and (iv) the Submission complies with all requirements of these Official Rules.

**4. Identity of Entrant:** All Submissions must be submitted by an individual Entrant. Bulk or automated Submissions will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple Entrants are not permitted to share the same Submission. 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 8, 2024, Sponsor will select the name of one potential winner 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. Sponsor will notify the potential winner via direct message on Facebook or Instagram or e-mail on or about March 19, 2024. To claim a prize, the potential winner must follow the instructions contained in the notification. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within seven days of being notified by Sponsor, an affidavit of eligibility, liability and publicity release, and other legal, regulatory or tax-related documents required at Sponsor's discretion ("**Affidavit and Related Documents**") in order to claim a prize. If (a) the attempted notification is returned as undeliverable without a forwarding address; (b) the Affidavit and Related Documents are not signed and returned within seven (7) days of the date the notification e-mail is sent by Sponsor; or (c) 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. Alternative drawings will be held until the prize is awarded. If, by reason of a print or other error, no prizes are claimed, an alternate winner will be selected in accordance with the above selection process from among all valid claimants to award the prize 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:** One winner will receive one (1) CASEL registration for 2024. Approximate Retail Value ("**ARV**") of the prize: \$900

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 will be awarded to the Entrant in their individual capacity (unless prohibited by school district rules). 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. Only the number of prizes stated in these Official Rules are available to be won in the Promotion. LIMIT ONE PRIZE PER ENTRANT. Sponsor will not replace any lost or stolen prizes or prize components. 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). Any unclaimed or unused prize (or portion of the prize package) will remain the property of Sponsor.

**7. Disclaimer:** Sponsor and any of its parent companies, subsidiaries, affiliates, professional advisors, consultants, contractors, legal counsel, public relations firms, advertising, fulfillment and marketing agencies, and any of their respective directors, officers, members, managers, and employees (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; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties; or (d) any printing or typographical errors in any materials associated with the Promotion.

**8. General Release and Limitation of Liability:** By entering the Promotion, you agree to release Sponsor and all Released Parties from any liability whatsoever and waive any and all causes of action, whether under a theory of contract, tort (including negligence), warranty or other theory, arising out of or in connection with the Promotion or delivery, mis delivery, acceptance, possession, use of or inability to use any prize (including claims for costs, losses, personal injuries, death, or damages of any kind, such as damage to or destruction of property or damages related to rights of publicity or privacy, moral rights, defamation or portrayal in a false light, whether intentional or unintentional).

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 TEN DOLLARS (\$10). THE LIMITATIONS 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 name, hometown, biographical data, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner reference). As a condition of being awarded any prize, to the fullest extent permitted by applicable law, you may be required to execute a written consent, confirming Sponsor’s right to use your name, hometown, biographical data, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion.

**10. License to Submission:** By entering the Promotion and providing your Submission in connection with the Promotion, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof (including your name and likeness as shown and conveyed in the Submission), in connection with the Promotion and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission 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 stated in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

**11. Privacy:** See Sponsor’s Privacy Policy at <https://www.cfchildren.org/privacy-policy/>.

**12. Winner List; Rules Request:** For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after a week from when prizes are awarded and before one (1) year later to the address listed in Section 16 below, Attn: Second Step #SELSuperpower 2024. To obtain a copy of these Official Rules, visit <https://www.cfchildren.org/sel-day/>. VT residents may omit return postage.

**13. Intellectual Property:** COMMITTEE FOR CHILDREN and SECOND STEP are trademarks of Committee for Children. The Promotion and all accompanying materials are copyright © 2024 by Committee for Children. All rights reserved.

**14. 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.

**15. General Conditions:** By participating in the Promotion, you 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.

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