

## FunShine Express Curriculum Giveaway

### Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

#### 1. Eligibility

The FunShine Express Curriculum Giveaway (the "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. Void where prohibited. Proof of residency and age may be required. Employees and directors of FunShine Express and their subsidiaries, divisions, affiliates, and advertising or promotional agencies, or individuals involved with the design, production, execution or distribution of the Giveaway and the immediate family and household members of such individuals, are not eligible to enter to win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway. The Giveaway is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

#### 2. Sponsor

FunShine Express, 926E East Industrial Drive, Dickinson, ND 58601 ("Sponsor")

#### 3. Timing

The Curriculum Giveaway begins December 20, 2018 at 12:01 a.m. Central Standard Time and ends January 20, 2019 at 11:59 p.m. Central Standard Time ("Giveaway Entry Period"). Sponsor is the official time keeper for this Giveaway.

#### 4. How to Enter

- A. Order Buttercups, Fireflies, or FunShine Online curriculum ("Curriculum") for January or February. Any customers who have already ordered Curriculum before the entry period began were automatically entered into the drawing. Each Curriculum (Buttercups order, Fireflies order, and FunShine Online account) counts towards one (1) entry. Eligible orders include Teacher Packs, Complete Kits, Sample Kits, and FunShine Online paid or trial accounts. January/February Buttercups Curriculum counts as one (1) entry. Paid or Trial FunShine Online accounts for one (1) or more subscriptions equals one (1) entry. Supply only orders are not eligible.
- B. Refer a friend. When referring a friend to order Curriculum, the referral will receive one (1) entry into the Giveaway when they meet the conditions of entry method A, and the referrer will also receive one (1) entry. The referred person must mention the name of the referrer in order for the referrer to earn an entry into the Giveaway. Referrals are also subject to the Customer Referral Program, where the referral can receive a \$30 discount on their Curriculum for mentioning the referrer's name at the time of the order, only if they are a new customer. If a referral is not a new customer, no discount will be given, and the referral and referrer will each still earn one (1) entry into the Giveaway. A "new customer" is defined as a person who has not ordered any Curriculum from the Sponsor within the last 3 years.
- C. Free Entry by Mail: During the Giveaway Entry Period, print your first name, last name, email address, and zip code on a 3x5 card and mail it to: FunShine Express Curriculum Giveaway, 926E

East Industrial Drive, Dickinson, ND 58601. Mail in entries must be postmarked within the Giveaway Entry Period and received by January 25, 2019. Limit of one (1) mail-in entry during the Giveaway Entry Period.

**Limit of ten (10) entries per person during the Curriculum Giveaway Entry Period regardless of method of entry.**

Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries all of which will be ineligible to win a prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled.

**5. Winner Determination**

On or about January 30, 2019, Sponsor will select one (1) entry for each prize described below in a random drawing of all valid entries received. The Potential Curriculum Giveaway Winners (“Winner(s)”) will be contacted using the email address provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The Winners will be notified by email on or about January 30, 2019. Failure by Winners to respond to the initial verification within two (2) weeks after three (3) attempts will result in disqualification and Sponsor will select an alternate Winner in the same manner. Odds of winning a prize depend on the number of eligible entries received during the Giveaway Entry Period. Limit of one (1) prize per person for the Giveaway.

**WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSORS DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER, AND OTHER MATTERS RELATED TO THE GIVEAWAY.**

**6. Verification of Winners**

Winners may be required to complete and return an Affidavit of Eligibility, Release of Liability, and Publicity Release (where permitted by law) (collectively, the “Affidavit”) by the date specified by the Sponsor, or an alternate Winner may be selected. In the event: (a) Winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner notification or Affidavit is returned as undeliverable; (b) Winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) Winner is found to be ineligible to enter the Giveaway or receive the prize, (e) Winner cannot or does not comply with the Official Rules, or (f) Winner fails to fulfill the Affidavit-related obligations, the Winner shall be disqualified from the Giveaway and an alternate Winner may be selected, at Sponsor’s sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate Winner, if any.

**7. Prizes**

- A. Grand Prize: One (1) Grand Prize will be awarded. Grand Prize Winner will receive one (1) year (up to twelve (12) months) of Curriculum with a value up to \$1,500.
- B. Additional Prizes: Two (2) Additional Prizes will be awarded. Additional Prize Winners will receive one (1) month of Curriculum with a value up to \$150.

Value of Curriculum must be equal to or less than the number of children, Teacher Packs, or FunShine Online subscriptions that were ordered in January or February 2019. For example, if the order was for Fireflies for 6 children in January, the prize will be for 6 children. Winner is responsible for the cost of any additional materials should the winner want supplies for additional children, Teacher Packs, or FunShine

Online subscriptions. If more than one curriculum is ordered, such as both Buttercups and Fireflies, prize will only include one (1) Curriculum of Winner's choice. Redeemable prize may be less than the Grand Prize of \$1,500 or Additional Prize of \$150, if January or February order does not exceed the value of the prize. If the value of Curriculum ordered is greater than the value of either prize, Winner is responsible for any additional costs. Prizes must be redeemed by September 1, 2019 at 11:59 p.m. Central Standard Time. Grand Prize can only be redeemed in consecutive months, or the Winner will give up any further redemption of Curriculum. Prizes are non-transferable and cannot be redeemed in conjunction with any other offers. Winner is responsible for all taxes, duties, and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner.

#### **8. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Giveaway; (b) defend, indemnify, release and hold harmless the Sponsor, and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure or private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation, or use of entry. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.

#### **9. Publicity**

Except where prohibited or restricted by law, Winner's acceptance of prize constitutes the Winner's agreement and consent for the Sponsor and any of its designees to use and/or publish Winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Giveaway or the Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of the Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronics, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **10. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged, or otherwise not received by the intended recipient, in whole or in part, due to computer, human, or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet, or computer malfunctions, failures or difficulties; (e) any inability of the Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any

other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss, or misdirection of any prize or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prize from all eligible entries received as of the termination date.

#### **11. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical or human error in the administration of the Giveaway or the processing of registrations; or (e) 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 the Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each prize will be awarded.

#### **12. Disputes**

Entrant agrees that 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 legal action. Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.funshineexpress.com/privacy-policy.html>.

#### **13. Giveaway Results**

For Giveaway results, send an email with the subject line of "Winners List – FunShine Express Giveaway" to [marketing@funshineexpress.com](mailto:marketing@funshineexpress.com). Requests for the Winners List must be received by March 31, 2019.

**FOR ANY QUESTIONS REGARDING THE GIVEAWAY AND/OR THESE OFFICIAL RULES, SEND AN EMAIL TO [MARKETING@FUNSHINEEXPRESS.COM](mailto:MARKETING@FUNSHINEEXPRESS.COM).**