MCGRAW HILL The Languages and Me Video Contest Official Rules

You must agree to these Official Rules in order to enter the contest.

1. No Purchase Necessary: NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. All federal, state and/or local rules and regulations apply. Void where prohibited by law.

2. Eligibility: Must be at least 18 years old and a U.S resident to enter. Employees of McGraw Hill LLC ("MH") and its parent and affiliate entities (collectively, "Sponsors") and immediate family members are not eligible.

3. Entry Period: Submissions may be submitted between **11:59 PM (EST) April 21, 2021** through **11:59 PM (EST) June 1, 2021**. All entries must be received by **11:59 PM (EST) June 1, 2021**.

4. To Enter: During the Entry Period, create a video that answers the question "How has learning a new language made your life better?" (a "Submission") and enter it into the Contest in one of the three (3) ways detailed below:

Visit <u>http://info.mheducation.com/Languages-and-Me-Video-Contest.html</u> and follow the instructions provided to complete the registration process and provide the link to your video on YouTube (set as Public or Unlisted) or Vimeo (set as Public or Private).

- Enter by posting a video that answers the question "How has learning a new language made your life better?" on Instagram with the hashtag #LanguagesandMeContest, tag @mhhighered, and follow @mheducation. Entrant Instagram profile must be set to "Public" in order to be a valid entry.
- Enter by tweeting a video that answers the question "How has learning a new language made your life better?", at @mheducation with the hashtag #LanguagesandMeContest, tag @mhhighered, and follow @mheducation on Twitter. Entrant Twitter profile must be set to "Public" in order to be a valid entry.

Limitation: You may enter via both methods, but only one entry per person will be eligible to win a prize, regardless of entry method. Any attempt by any entrant to enter by using multiple or different social media accounts, email addresses, identities, registrations and logins, or any other methods will void that entrant's Submissions and that entrant may be disqualified, at the sole discretion of Sponsors. We reserve the right to not display content submitted in connection with the Contest at our discretion. If an entrant enters the Contest on the entrant's mobile device, the entrant's wireless service provider may charge entrant for applicable message and data charges. Entrants should consult their wireless service provider regarding its pricing plans prior to participating via a mobile device.

5. Prize: There are three (3) total prizes available to be won: First Place Prize is one (1) \$500 gift card; Second Place Prize is one (1) \$250 gift card, and Third Place Prize is one (1) \$150 gift card.

6. Prize Conditions: Prize is supplied by MH. Prize is not redeemable for cash or substitutable for any other item by winner. Sponsors reserve the right to substitute a comparable prize of like or greater value for any prize, for any reason. Winner is responsible for all applicable federal, state, and local taxes and fees, plus any other incidentals.

7. Guidelines, Restrictions, and Permissions: By entering your Submission, you agree that your Submission conforms to the Guidelines and Restrictions listed below and that Sponsor, in its sole discretion, may disqualify you or your Submission from the promotion if it believes that your Submission fails to conform to the Guidelines and Restrictions. All Submissions must be received during the Contest Entry Period. For purpose of these Official Rules, "receipt" of a Submission occurs when Sponsor's server records the Submission information resulting from entrant clicking the "Submit" button. Any automated computer receipt (such as one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules.

- Submissions must be in mp4 or .mov format and should not exceed three (3) minutes. If a Submission exceeds 3 minutes, only the first 3 minutes will be considered for judging.
- The Submission must be the original work of the entrant.
- The Submission must comply with Instagram's or Twitter's terms of use, if entered via Instagram or Twitter, respectively.
- The Submission must not include third parties other than the entrant, including but not limited to minors, celebrities, and friends who have not expressly authorized you to display their image, likeness or voice in any submitted video or otherwise use such image, likeness or voice in accordance with these Official Rules.
- The Submission must not contain images of people other than entrant (selfies are ok).
- The Submission may not have been previously published and may not have won previous awards;
- The Submission must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- The Submission must not disparage Sponsor, any other person or entity affiliated with the Contest;
- The Submission must not contain the brand names or trademarks of any party,
- The Submission must not contain music, images, or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- The Submission must not 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; and
- The Submission must not contain material that is unlawful, in violation of or contrary to any applicable laws or regulations.

Permissions:

By submitting any Submission, entrant understands and grants permission for his/her Submission to be displayed in McGraw Hill's promotional materials and featured on McGraw Hill's social media pages. Sponsor is not responsible for any unauthorized third party use of any Submission.

Entrant must have permission from all individuals that appear in the Submission to use their image in the Submission and to grant the rights set forth herein including Section 10 "Participation" and Section

11 "Release". If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.

8. Judging Phase: The Judging Phase will begin on June 2, 2021 at noon EST and end on June 11, 2021 at 5:00 PM EST. During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select three (3) Winners for each of a first, second, and third prize based on the following criteria ("Judging Criteria"): content quality (40%), memorable/creative (25%), original/innovative (25%), and production (15%). Winners will be notified within ten (10) days after the conclusion of the Judging Phase.

Sponsor reserves the right not to award any prize in the event an insufficient number of eligible entries are received or the judges determine that the eligible entries received are not of adequate quality.

9. Winner Notification and Acceptance: Winners will be notified by direct message to their email address provided on Winner's Instagram or Twitter profile. Winner must provide MH with an accurate email address so that prize can be emailed. Failure to reach winner within one week of notification may result in disqualification of winner, forfeiture of his or her interest in the prize. Failure to respond within twenty-four (24) hours of MH's notification via direct message may result in disqualification of winner, forfeiture of the award of the prize to a substitute winner. Winner may be required to complete an affidavit of eligibility/liability and publicity release (except where prohibited by law) which must be returned within ten (10) days of receipt. Failure to sign and return a requested affidavit or release within this time period, or to comply with any term or condition of these Official Rules will result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner.

10. Participation: By uploading your Submission, you agree that your Submission conforms to the Guidelines, Restrictions, and Permissions (collectively, the "Guidelines") and that Sponsor, in its sole discretion, may disqualify you or your Submission from the Contest if it believes that your Submission fails to conform to the Guidelines. Except where prohibited, participation in the promotion constitutes consent to the publication of entrant's name, biographical information, and likeness and participating entry for any marketing, commercial or promotional purpose in any media (including social media), without further compensation or attribution, in accordance with our privacy policy. All entries become the sole property of MH and none will be returned. Winner may be required to give MH their social security number, legal name, age, current address, and phone number for tax record keeping purposes only. By participating, entrants agree to be bound by these Official Rules and the decisions of MH. MH reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this promotion as solely determined by MH. If for any reason this Contest is not executed as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if the operation of the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Contest in its entirety or any part thereof, as determined by Sponsor. Should the promotion be terminated prior to the stated expiration date, Sponsor reserves the right to award a prize based on the

entries received before the termination date. Sponsor is also not responsible for any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction, or unauthorized access to, or alteration of, entries. Incomplete, non-conforming or illegible entries will be disqualified.

11. Release: By entering, participants release Sponsor, its parent and affiliated companies and subsidiaries, their respective officers, directors, employees and retailers, advertising and promotion agencies and all others associated with the development and execution of the promotion from and against any and all liability with respect to or in any way arising from the promotion and the awarding and use of any prize, including liability for personal injury and/or property damage and any claims based on publicity rights, defamation or invasion of privacy. Entrants also agree that the companies participating in the promotion are not responsible or liable for any damage to an entrant's or third party's computer and/or its contents, related to or resulting from any part of this promotion. Void where prohibited by law.

12. Privacy: MH respects your privacy. We use your contact information to provide you with information regarding MH's and its affiliates' products and services, to fulfill your requests, and to service your account. Your information is located in a secure database in the U.S. and access is limited to authorized persons. For further details around our privacy policy, you can visit our Privacy Center on mheducation.com at http://www.mheducation.com/privacy. If you wish to opt-out, review your data, or have a question around how we collect and use your information, you can contact our Chief Privacy Officer by emailing privacy@mheducation.com, or by sending your information and/or question via postal mail to 1325 Avenue of the Americas, New York, NY 10121.

Winner's List: For the winner list, send a self-addressed, stamped envelope, after September 30,
2021 to McGraw Hill LLC Languages and Me Video Contest" c/o Katie Crouch, McGraw Hill Education, 120
S. Riverside Plaza/12th floor, Chicago, IL 60606.

14. Construction: The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The decisions of Sponsors regarding the selection of winners and all other aspects of the promotion shall be final and binding in all respects. Sponsors will not be responsible for typographical, printing, or other inadvertent errors in these Official Rules or in other materials relating to the promotion.

This Promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram or Twitter. Entrants' information is being provided to Sponsor and not to Instagram or Twitter. Entrants agree that neither Instagram or Twitter shall have no liability in connection with this contest and Entrants hereby release Instagram and Twitter from any and all claims, damages, and liability related to the contest.