

Prodigy Cup™
Prodigy State Challenge™, Prodigy National Cup™ and Prodigy Spark Cup™
Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS
NECESSARY TO ENTER OR WIN THIS COMPETITION**

1. **General Information:** The Prodigy Cup™ includes the Prodigy State Challenge™, Prodigy National Cup™ and Prodigy Spark Cup™ (the “**Competition**”), sponsored by Prodigy Education Inc. (“**Prodigy**”), is a series of monthly competitions (each a “**Monthly Competition**”), the Prodigy National Cup™ competitions (“**Prodigy National Cup™ Competitions**”) and the Prodigy Spark Cup™ competition (“**Prodigy Spark Cup™ Competition**”) and begins at 1:59 a.m. Eastern Standard Time on **September 15, 2025** and ends at 2:59 a.m. Eastern Daylight Time on **May 15, 2026** (the “**Competition Period**”). Results of the Monthly Competitions determine qualification for the Prodigy National Cup™ Competitions or participation in the Prodigy Spark Cup™ Competition. The Monthly Competition periods are:

September 15, 2025 - September 30, 2025;
October 1, 2025 - October 31, 2025
November 1, 2025 - November 30, 2025
December 1, 2025 - December 31, 2025
January 1, 2026 - January 31, 2026
February 1, 2026 - February 28, 2026
March 1, 2026 - March 31, 2026
April 1, 2026 - April 30, 2026
(each a “**Monthly Competition Period**”)

Eligible schools from the Monthly Competition Periods will qualify for the Prodigy National Cup™ Competitions which take place from May 1, 2026 through May 15, 2026 (the “**Prodigy National Cup™ Competition Period**”). Schools that do not qualify for any Prodigy National Cup™ Competition can compete in the Prodigy Spark Cup™ Competition from May 1, 2026 through May 15, 2026 (the “**Prodigy Spark Cup™ Competition Period**”).

No purchase is necessary to enter or win, and purchase does not improve odds of winning. The Competition is void wherever prohibited by law, or where the Competition does not comply with applicable registration or filing requirements of any state or local jurisdiction. By entering the Competition, you agree to these Official Rules, which are a contract, so read them carefully before entering. This contract includes limitations of your rights and remedies.

2. **Participation and Tiering:** Schools can participate (“**Participation**”) by having students in their elementary school classes located in the United States (Grades 1-8) (“**Student Participants**”) answer math questions in Prodigy Math Game. Any Participation must:

- comply with these Official Rules in all respects;
- not contain material that is offensive, defamatory, threatening, abusive, vulgar, sexist, discriminatory or otherwise inappropriate;
- not promote or incite violent, dangerous or antisocial behavior;
- not violate the terms of any employment, work for hire, or any other agreement; and
- not in any other way violate any applicable law, rule, regulation, guideline or community standard (collectively, the “**Participation Requirements**”).

Schools will be grouped into Tiers (Small/Heroic, Medium/Mythical and Large/Titan) for the Competition based on school enrollment. Tiering is based on the number of active students in the United States in grades 1-8 recorded by Prodigy and/or on publicly available NCES enrollment data and/or enrollment verification by an eligible school that is acceptable to Prodigy. Each eligible school will be placed into the corresponding Tier by Prodigy. Once a school is placed in a Tier by Prodigy, it will remain in that Tier for the duration of the Competition unless a Tier change is mandated by Prodigy. All determinations made by Prodigy of a school’s

Tier for the Competition are final. Schools that qualify for a Prodigy National Cup™ Competition will qualify in the same Tier as their Tier for Prodigy State Challenge™ Monthly Competitions. Tiers are as follows:

Tier	Enrollment Range (Grades 1-8)
Small/Heroic	1-299
Medium/Mythical	300-599
Large/Titan	600+

- How to Enter:** Schools that meet the Eligibility requirements in Section 4 are entered into a Monthly Competition when Student Participants in their grade 1-8 elementary school classes that are attached to the school correctly answer questions in Prodigy Math Game during any Monthly Competition Period. A teacher can attach their class to their school in the teacher application in Prodigy Math Game. Eligible Competitors can follow their progress in the Monthly Competition Periods by viewing the leaderboards for their State and Tier. Only correctly answered questions count towards an Eligible Competitor's total number of questions answered.

Qualification for the Prodigy National Cup

Eligible Competitors that finish in the Top 5 in a Monthly Competition Period will automatically be qualified for the Prodigy National Cup™ Competition in their Tier without the need to compete in any additional Monthly Competition Period (“**Prodigy National Cup™ Qualifiers**”). **NOTE: The Eligible Competitor that finishes 1st in each Monthly Competition Period is no longer eligible to compete in subsequent Monthly Competition Periods.** The Prodigy National Cup™ Competition in each Tier will consist of Prodigy National Cup™ Qualifiers in the Tier from all States.

Prodigy Spark Cup

Eligible Competitors that are not Prodigy National Cup™ Qualifiers will qualify for a separate competition called the “Prodigy Spark Cup™” which will take place during the Prodigy National Cup™ Competition Period (“**Prodigy Spark Cup™ Qualifiers**”). Prodigy Spark Cup™ Qualifiers from all States will compete against each other (regardless of their Tier during the Monthly Competition Periods) for the Prodigy Spark Cup™.

- Eligibility:** The Competition is open only to schools formally recognized and approved under state or a local education authority with grade 1-8 classes using Prodigy Math Game with classes attached to the school and located in the 50 United States and the District of Columbia (each a “**State**”) (**NOTE: Maryland and District of Columbia are grouped together as a “State” for the purposes of the Competition**), subject to all applicable federal, state and local laws and regulations (“**Eligible Competitors**”). For clarity, home schools or parent-directed education programs are not Eligible Competitors. Schools that have at least one grade 1-8 class that is attached to the school that has, in a Monthly Competition Period used Prodigy Math Game and answered at least one (1) question correctly, are automatically opted into that Monthly Competition Period and become Eligible Competitors. Teachers and/or schools who wish to opt out of participating in the Competition can do so by clicking “Opt out of State Challenge” in the teacher application in Prodigy Math Game.

The Competition is not open to (a) any employees of Prodigy or any of the respective parent companies, subsidiaries, affiliates, or advertising or promotion agencies of any of the foregoing (such entities, collectively, the “**Promotion Parties**”), or (b) any such employee's immediate family members (e.g., spouse, parent, step-parent, sibling, step-sibling, half-sibling, child, and step-child) or any person living in the same household as such individuals. **Any false or deceptive entries or acts associated with an Eligible Competitor (including, but not limited to, if applicable, creating or using multiple accounts in order to enter multiple times, having persons other than Eligible Competitors and/or Student Participants (e.g., teachers or parents) submit answers, stacking of assignments (e.g. repetition of below grade content assigned to**

students for the purpose of lowering question difficulty to inflate number of questions answered) or similar manipulation) (“Irregularities”) may result in those answers being deducted from the school’s total number of correctly answered questions and/or classrooms or schools being declared ineligible to participate in subsequent Monthly Competitions or Prodigy National Cup™. Any use of robotic, automatic, programmed or similar methods of entry, or stacking of assignments by a teacher, school or a student at a school may disqualify that school from the Competition or render the questions answered ineligible for inclusion in the score for that school. Prodigy will adjudicate Irregularities and determine adjustments to total questions answered or changes to future eligibility on a case-by-case basis in its sole discretion. All decisions by Prodigy with respect to Irregularities or total questions answered will be final.

5. **Winner Selection and Notification:** Prodigy may disqualify any entry which it deems not in compliance with these Official Rules.

Prodigy State Challenge™ Monthly Competitions

During the Monthly Competitions, Eligible Competitors will compete against other Eligible Competitors in the same Tier in their State for the prizes described in Section 6. Eligible Competitors will be ranked within each Tier based on the number of eligible correct answers submitted via Prodigy Math Game during a Monthly Competition Period. At the end of each Monthly Competition Period, Prodigy will determine the number of correct answers each Eligible Competitor has submitted during the respective Monthly Competition Period. Prodigy will award Monthly Competition Prizes to Eligible Competitors as described in Section 6, based on the Eligible Competitors in their Tier in their State for the given Monthly Competition Period as determined by the total number of correct answers submitted by the Eligible Competitor in the Monthly Competition Period. Each Monthly Competition Period will be ranked separately and neither rankings nor answers from a prior Monthly Competition Period will carry over to a subsequent month. The winner(s) of each Monthly Competition will be declared within seven (7) business days after the end of each Monthly Competition Period and winners will be notified (the “**Prodigy State Challenge™ Winner Notifications**”) by email, using contact information from the winner’s Prodigy account or provided at the time of entry.

Prodigy National Cup™

During the Prodigy National Cup™ Competition Period, Eligible Competitors who are Prodigy National Cup™ Qualifiers will compete against other Eligible Competitors who are Prodigy National Cup™ Qualifiers in the same Tier nationally for prizes described in Section 6. Schools will be ranked within each Tier based on the number of eligible correct answers submitted via the Prodigy Math Game for each participating school during the Prodigy National Cup™ Competition Period.

The winner(s) of the Prodigy National Cup™ in each Tier and prizes will be declared within five (5) business days after the end of the Prodigy National Cup™ Competition Period. Each winner will be notified (the “**Prodigy National Cup™ Winner Notification**”) by email, within approximately five (5) business days after the winner(s) have been selected, using contact information from the winner’s Prodigy account or provided at the time of entry.

Prodigy Spark Cup™

During the Prodigy Spark Cup™ Competition Period, Eligible Competitors who are not Prodigy National Cup™ Qualifiers will compete against other Eligible Competitors who are not Prodigy National Cup™ Qualifiers nationally for prizes described in Section 6. Schools will be ranked in the Prodigy Spark Cup™ Competition based on the number of eligible correct answers submitted via the Prodigy Math Game for each participating school during the Prodigy Spark Cup™ Competition.

The winner(s) of the Prodigy Spark Cup™ and prizes will be declared within five (5) business days after the end of the Prodigy Spark Cup™ Competition Period. Each winner will be notified (the “**Prodigy Spark Cup™ Winner Notification**”) by email, within approximately five (5) days after the winner(s) have been selected, using contact information from the winner’s Prodigy account or provided at the time of entry.

If, for any reason, (a) more than one *bona fide* winner comes forward seeking to claim a prize or (b) there is a tie, then, in Prodigy’s sole discretion, (i) the applicable prize may be awarded to each such *bona fide* winner or person who submitted a tying Submission, or (ii) a single winner will be selected in accordance with the above criteria and winner selection process from among such *bona fide* winners. Each winner will be required to (A) respond to the Winner Notification (as directed in the Winner Notification) within three (3) days after its transmission and (B) complete, sign, have notarized, and postmark an Affidavit of Eligibility and Liability and Publicity Release (where not prohibited by law and if requested by Prodigy) within five (5) business days of its delivery to the winner. If a potential winner cannot be contacted, fails to respond to Prodigy’s notification and/or execute and return any requested documentation within the required time, is found to be ineligible or is non-compliant with these Official Rules for any reason, then the potential winner forfeits the prize. In the event that a potential winner is disqualified or forfeits a prize for any reason, Prodigy may, in its sole discretion, award the applicable prize to an alternate winner in accordance with the criteria and winner selection process set forth above from among all remaining eligible entries or donate the prize. All prizes will be awarded provided that a sufficient number of eligible entries are received.

6. Description of Prize(s) and Approximate Retail Value (“ARV”):

Monthly Competitions

At the end of each Monthly Competition Period in each Tier, Eligible Competitors will be eligible to receive the following prizes:

Top School in each Tier in each State	<ul style="list-style-type: none"> • Prodigy Merchandise for Student Participants at the School (for a maximum of 1000 Student Participants) (ARV between \$170 to 1,800 depending on the number of Student Participants at the School). • In-game digital rewards in each Student Participant’s Prodigy Math Game account. Rewards must be claimed by the Student Participant in their account. Digital rewards may vary each month. (ARV up to \$3.00 per Student Participant) • Teacher access to printable achievement certificates for Student Participants
2nd - 5th Place School in Each Tier in each State	<ul style="list-style-type: none"> • In-game digital rewards in each Student Participant’s Prodigy Math Game account. Rewards must be claimed by the Student Participant in their account. Rewards may vary each month.(ARV up to \$3 per Student Participant) • Teacher access to printable achievement certificates for Student Participants
All Other Participating Schools	<ul style="list-style-type: none"> • Teacher access to printable achievement certificates for Student Participants

Prodigy National Cup™ Competitions

Prodigy National Cup™ Qualifiers will compete in the Prodigy National Cup™ . Prizes for each Tier will be awarded as follows:

Large Tier (“Titan”)

Prodigy Cup Champion School	<ul style="list-style-type: none"> • \$100,000 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise
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	<p>for Student Participants at the school (for a maximum of 1000 Student Participants) (ARV up to \$6,000, depending on number of Student Participants)</p> <ul style="list-style-type: none"> • Trophy (ARV \$300) • Attendance at a school celebration by a Prodigy co-CEO • \$2,500 stipend for food and decorations for a school celebration • Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school.</p>
2nd Place School	<ul style="list-style-type: none"> • \$25,000 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (for a maximum of 1000 Student Participants) (ARV up to \$6,000, depending on number of Student Participants) • Trophy (ARV \$300) • \$2,500 stipend for food and decorations for a school celebration • Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school.</p>
3rd Place School	<ul style="list-style-type: none"> • \$10,000 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (for a maximum of 1000 Student Participants) (ARV up to \$6,000, depending on number of Student Participants) • Trophy (ARV \$300) • \$2,500 stipend for food and decorations for a school celebration • Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school.</p>
All Other Participating Schools	<ul style="list-style-type: none"> • Teacher access to printable achievement certificates for Student Participants

Medium Tier (“Mythical”)

Top School	<ul style="list-style-type: none"> • \$50,000 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (for a maximum of 600 Student Participants) (ARV up to \$3,600, depending on number of Student Participants) • Trophy (ARV \$300) • Attendance at a school celebration by a Prodigy co-CEO • \$2,000 stipend for food and decorations for a school celebration
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	<ul style="list-style-type: none"> Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
2nd Place School	<ul style="list-style-type: none"> \$15,000 technology grant* A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (for a maximum of 600 Student Participants) (ARV up to \$3,600, depending on number of Student Participants) Trophy (ARV \$300) \$2,000 stipend for food and decorations for a school celebration Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
3rd Place School	<ul style="list-style-type: none"> \$5,000 technology grant* A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (for a maximum of 600 Student Participants) (ARV up to \$3,600, depending on number of Student Participants) Trophy (ARV \$300) \$2,000 stipend for food and decorations for a school celebration Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
All Other Participating Schools	<ul style="list-style-type: none"> Teacher access to printable achievement certificates for Student Participants

Small Tier (“Heroic”)

Top School	<ul style="list-style-type: none"> \$25,000 technology grant* A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (to a maximum of 300 Student Participants) (ARV up to \$1,800, depending on number of Student Participants) Trophy (ARV \$300) Attendance at a school celebration by a Prodigy co-CEO \$1,500 stipend for food and decorations for a school celebration Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
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2nd Place School	<ul style="list-style-type: none"> • \$10,000 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (to a maximum of 300 Student Participants) (ARV up to \$1,800, depending on number of Student Participants) • Trophy (ARV \$300) • \$1,500 stipend for food and decorations for a school celebration • Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
3rd Place School	<ul style="list-style-type: none"> • \$5,000 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (to a maximum of 300 Student Participants) (ARV up to \$1,800, depending on number of Student Participants) • Trophy (ARV \$300) • \$1,500 stipend for food and decorations for a school celebration • Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
All Other Participating Schools	<ul style="list-style-type: none"> • Teacher access to printable achievement certificates for Student Participants

Prodigy Spark Cup™ Competition

Eligible Competitors that do not qualify for the Prodigy National Cup™ Competitions will compete in the Prodigy Spark Cup™ Competition with prizes awarded as follows:

Top 15 Schools	<ul style="list-style-type: none"> • \$3500 technology grant* • A Celebration Kit that includes Prodigy National Cup™ merchandise for Student Participants at the school (to a maximum of 1000 Student Participants) (ARV up to \$6,000, depending on number of Student Participants) • Teacher access to printable achievement certificates for Student Participants <p>*Prodigy recommends the school use the funds to improve school technology. If the school has upgraded technology recently and has more pressing needs, they can redeploy to other areas within the school</p>
All Other Participating Schools	<ul style="list-style-type: none"> • Teacher access to printable achievement certificates for Student Participants

Milestone Rewards for Student Participants

Student Participants at Eligible Competitors may also receive digital rewards in Prodigy Math Game based on the Eligible Competitor reaching milestones for the number of questions answered during the Monthly Competitions (the “Milestone Checkpoints”). Student Participants who have answered at least 1 question during the Monthly Competition Period are eligible to receive the digital reward when an Eligible Competitor reaches a Milestone Checkpoint. Digital rewards will be awarded to eligible Student Participants at Eligible Competitors at the following Milestone Checkpoints (total number of questions answered by the Eligible Competitor during the Monthly Competition Period): 500, 1,000, 2,500, 5,000, 10,000, 15,000, 25,000, 100,000, 150,000, 200,000, 300,000, 400,000 and 500,000. An Eligible Competitor’s progress towards Milestone Checkpoints resets for each Monthly Competition Period.

7. **General Prize Terms:** The ARV of the prize(s) is based on information available to Prodigy. Prodigy is not responsible for, and a winner will not receive the difference (if any) between, the actual value of the prize(s) at the time of the award and the stated ARV in these Official Rules. Prizes are subject to availability and Prodigy reserves the right to substitute a prize of equal or greater value in Prodigy’s sole discretion (which prize shall be subject to these Official Rules). Prize details not specified herein will be determined by Prodigy in Prodigy’s sole discretion. Prizes are nonrefundable, not redeemable for cash, and not transferable, and no cash alternative is available. The prize(s) are limited to that specified in the section titled “Description of Prize(s) and Approximate Retail Value (‘ARV’)” above, and all other expenses not specifically mentioned herein (including but not limited to display and mounting requirements for banners and trophies, distribution of merchandise prizes to Student Participants, other costs or other expenses exceeding the amount of the prize, transportation, cost of printing of certificates) are not included in the prize and are solely the winner’s responsibility. Where a winner has multiple locations or operates as an online or virtual school, merchandise prizes (other than digital rewards) will be shipped to one location in the United States designated by the winner and the winner will be responsible for distributing the merchandise to Student Participants. Where applicable, gift cards, gift certificates and tickets (including without limitation airline tickets), including but not limited to any that may be awarded by Prodigy in the event of a substitute prize, are subject to the terms and conditions specified thereon or otherwise specified by the issuer thereof. If the winner is unable to, or elects not to, use any part of a prize, the winner will forfeit that part of the prize and no substitute prize element or other compensation will be awarded. Any and all taxes on a prize are the sole responsibility of such prize winner. The value of any prize awarded to a winner may be reported for tax purposes as required by law, and such winner must provide any additional information requested by Prodigy so that Prodigy can comply with applicable tax reporting obligations. By participating in the Competition, you waive the right to assert any and all claims arising from or related to costs of verification or redemption of or travel to claim a prize and any liability or publicity that might arise from claiming or seeking to claim a prize. Additional restrictions may apply, including, but not limited to, limitations on how gift cards may be used and requirements for verifying how grants or gift cards are used.
8. **Disclaimer:** Prodigy is not responsible or liable for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete or illegible entries; (b) entries not received during the Competition Period for any reason; or (c) other errors of any kind. Prizes are awarded “as is, where is,” without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Prodigy is not responsible or liable for any typographical or other printing errors in the offer or administration of the Competition, including, but not limited to, errors in the printing or posting of the offer or these Official Rules, the selection or announcement of winners or the distribution of any prize. In the event that any virus, bug, tampering, fraud, technical failure, unauthorized human intervention, act of God, act or regulation of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strike, lock-out, industrial dispute, act of terrorism or any other matter beyond Prodigy’s reasonable control (each, an “**Uncontrollable Event**”) prevents, corrupts or impairs the administration, security, fairness or proper play of the Competition such that it cannot be conducted as originally planned, Prodigy reserves the right to cancel, terminate or suspend the Competition at any time in its sole discretion, and none of the Promotion Parties shall be responsible or liable in any manner for such Uncontrollable Event or any such cancellation, termination or suspension. In the event an Uncontrollable Event occurs prior to the announced date for winner determination, in Prodigy’s sole discretion, the winner(s) may be determined in accordance with the criteria and winner selection process set forth above from among all eligible entries received up to such time of cancellation,

termination or suspension. In the event an Uncontrollable Event interrupts, interferes with or disrupts the provision of any prize, Prodigy may substitute a prize of equal or greater value in its sole discretion.

9. **Disqualification:** Prodigy may disqualify any winner (and cause any applicable prize to be forfeited) due to any of the following: (a) the winner fails to comply with any of the terms, conditions, restrictions or limitations of these Official Rules (as determined by Prodigy in Prodigy's sole discretion) ; (b) the winner fails to respond to the Winner Notification or any other notice (in each case as set forth in such notice) within three (3) days after its transmission; (c) the winner fails to complete, sign, have notarized and postmark an Affidavit of Eligibility and Liability and Publicity Release (where the execution of such Affidavit of Eligibility and Liability and Publicity Release is not prohibited by law and is requested by Prodigy) within five (5) business days of its delivery to the winner; or (d) the inability of Prodigy to contact a potential winner or the return of any Winner Notification, notice or prize as undeliverable. In the event of disqualification of a winner or forfeiture of a prize, in Prodigy's sole discretion, the winner(s) may be determined in accordance with the criteria and winner selection process set forth above.
10. **Release and Indemnification:** BY PARTICIPATING IN THE CONTEST, YOU AGREE: (A) TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF PRODIGY; AND (B) TO FOREVER AND IRREVOCABLY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE PRODIGY (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING) FROM AND AGAINST ANY AND ALL LIABILITY FOR CLAIMS, JUDGMENTS, FINES, COSTS, EXPENSES, CAUSES OF ACTION, PERSONAL INJURIES, ILLNESS, LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DEATH AND PROPERTY DAMAGE, RESULTING FROM, ARISING FROM OR IN CONNECTION WITH (I) THE CONTEST, PARTICIPATION (OR THE INABILITY TO PARTICIPATE) IN THE CONTEST OR ANY ELEMENT OR ACTIVITY THEREOF, (II) ANY PRIZE, INCLUDING ANY LIABILITY OR DAMAGE RESULTING FROM, ARISING FROM OR IN CONNECTION WITH (1) CANCELLATIONS, DELAYS, DIVERSIONS, LOSS OR SUBSTITUTIONS, OR ANY OTHER ACT OR OMISSION WHATSOEVER, BY ANY CARRIER OR OTHER TRANSPORTATION COMPANY, HOTEL OR OTHER PERSON PROVIDING ANY PRIZE-RELATED SERVICE OR ACCOMMODATION, (2) TRAVEL TO OR FROM OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, (3) ANY LOST, LATE, STOLEN, MISDIRECTED, DAMAGED OR DESTROYED PRIZE, OR (4) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, ANY DEFECTS IN ANY PRIZE OR ANY INABILITY TO USE ANY PRIZE, (III) ANY ERRORS IN THESE OFFICIAL RULES OR ANY MARKETING MATERIALS IN CONNECTION WITH THE CONTEST, (IV) YOUR SUBMISSION, (V) FALSE ENDORSEMENT, LIBEL, SLANDER OR DEFAMATION RESULTING FROM OR ARISING OUT OF YOUR SUBMISSION, (VI) VIOLATION, MISAPPROPRIATION OR INFRINGEMENT BY YOUR SUBMISSION OF ANY INTELLECTUAL PROPERTY, PUBLICITY, CONTRACTUAL, PRIVACY OR ANY OTHER RIGHT OF ANY THIRD PARTY, OR (VII) VIOLATION BY YOUR SUBMISSION OF ANY APPLICABLE LAW, RULE, REGULATION, GUIDELINE, COMMUNITY STANDARD OR SUBMISSION REQUIREMENT.
11. The laws of the State of Delaware shall govern these Official Rules. While we will make reasonable efforts to resolve any disagreements you may have with Prodigy, if these efforts fail, you agree that all claims, disputes or controversies against Prodigy arising out of these Official Rules, or the Competition ("**Claims**") are subject to fixed and binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing an arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing an arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Prodigy agree in writing, and the arbitrator shall apply Delaware law consistent with the Federal Arbitration Act. **YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** You may obtain copies of the current rules, and forms and

instructions for initiating an arbitration by contacting the American Arbitration Association at using the contact information noted below.

*American Arbitration Association
800-778-7879 (toll-free)
Website: www.adr.org*

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions of Sale, in which case these Terms and Conditions of Sale will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or Prodigy. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties unless we or you appeal it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the American Arbitration Association. An award by a panel is final and binding on the parties after fifteen (15) days has passed. Any Claim you have must be commenced within one (1) year after the date the Claim arises. As noted above, you and Company hereby voluntarily and knowingly waive any right either may have to a jury trial.

ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. AS NOTED ABOVE, YOU AND COMPANY HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is transferred, removed or appealed to a different court, Prodigy may then choose to arbitrate.

In the event this arbitration clause is not enforceable by the specified arbitration organization, the parties will mutually agree upon another arbitration organization that will enforce this clause.

Class Action Waiver

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND PRODIGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. CLAIMS AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

12. **License Grant; Assignment:** As a condition of entry, you hereby grant Prodigy a perpetual, irrevocable, worldwide, fully-transferable, fully-sublicensable, non-exclusive license to use, edit, modify, duplicate, display, print, publish, broadcast, distribute, reproduce, perform, create derivative works from and otherwise exploit the Submission throughout the world for any purpose in any and all media now known or existing at any time in the future, without further approval, notification or compensation. If the Submission is selected as a winning entry for any prize, you hereby irrevocably assign to Prodigy any and all right, title and interest in and to the Submission and all intellectual property and other proprietary rights therein in perpetuity. You hereby waive all moral rights and any similar rights in or to the Submission, including without limitation the right to be notified of or approve any modification to or derivative work derived from the Submission. You agree to execute and deliver (without additional compensation) such additional instruments of assignment, consent or release as may be requested by Prodigy to establish the ownership of record of all right, title and interest in and to the Submission and of the copyrights transferred and the moral rights waived under these Official Rules.

13. **Publicity and Intellectual Property:** Where permitted by law, by participating in the Competition, you grant each of the Promotion Parties, and those acting pursuant to the authority of any of the Promotion Parties, the right to print, publish, broadcast and use your name, school's name or any affiliated personnel (including, but not limited to faculty, employees, etc.), and students' name, portrait, picture, likeness, voice, statements attributable to you (including comments and postings), city and state of school and other biographical information, for advertising and promotional purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification or compensation.
14. **Privacy:** Except as otherwise contemplated in these Official Rules, personal information collected in connection with the Competition will be used in accordance with Prodigy's privacy policy: <https://www.prodigygame.com/main-en/privacy-policy>.
15. **Guests:** Where a prize permits any guest of a winner to participate, such winner is responsible for such guest(s) and shall ensure that such guest(s) complies with Sponsor's and each prize provider's procedures and policies. Without limiting any other restrictions set forth in these Official Rules, if any such guest is deemed a minor in such guest's state of residence, such winner must be the minor guest's parent or legal guardian in order for the minor guest to participate. If requested by Sponsor, any guest of a winner (or such guest's parent or legal guardian if such guest is deemed a minor in his or her state of residence and is permitted to participate hereunder) must complete, sign and return a Liability and Publicity Release (where not prohibited by law) prior to participation in any prize. Once a winner designates a guest, the winner cannot change such designation without the express consent of Sponsor, which may be withheld for any reason.
16. **Conduct:** By entering the Competition and accepting a prize, the winner agrees to behave in accordance with all applicable laws and generally-accepted social practices in connection with participation in any Competition- or prize-related activity. The winner understands and agrees that Prodigy has the right, in its sole discretion, to disqualify and remove the winner (and/or any guest of such winner, if applicable) from any activity at any time if the winner's (and/or any of such winner's guests) behavior at any point: (a) is uncooperative or disruptive; (b) annoys, threatens or harasses any other person; (c) may or does cause damage to any person or property or the reputation of Prodigy or any prize provider; or (d) otherwise violates any policy of Prodigy or any prize provider. In the case of any of the foregoing, the winner will forfeit all remaining elements of the prize and still be solely responsible for all taxes and other expenses related to the prize.
17. **List of Winners / Copy of Official Rules:** To obtain a list of winners (available approximately two months after the date of winner determination), contact support@prodigygame.com. To obtain a copy of these Official Rules, go to https://marketing.prodigygame.com/StateChallenge_2526_Terms_Conditions.pdf. You may also mail your request (in a self-addressed, stamped envelope) to Prodigy Education Inc. 144 Front Street W., Suite 400, Toronto, ON Canada M5J 2L7. Requests must be received within six (6) months of the end of the Promotion Period. Please clearly reference "Prodigy State Challenge" in the correspondence.
18. **Miscellaneous:** Decisions of Prodigy are final and binding in all matters related to the Competition. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid, unenforceable or illegal provision was not contained herein. Prodigy's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Prodigy has sole and absolute discretion. You agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of any provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Competition-related materials and these Official Rules, these Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Prodigy's sole and absolute discretion.
19. **Sponsor:** Prodigy Education Inc. 144 Front Street W., Suite 400, Toronto, ON Canada M5J 2L7.