

# #KumonThinkingFace Photo Contest

## CONTEST RULES AND REGULATIONS

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- 1. PROMOTION PERIOD:** The Kumon Photo Contest (the “**Contest**”) is sponsored by Kumon North America, Inc. (the “**Sponsor**”). The Contest begins at 12:00:01 AM Eastern Time (“**ET**”) on August 1, 2020 and ends at 11:59:59 PM ET on August 31, 2020 (the “**Contest Period**”).
- 2. ELIGIBILITY:** To enter and be eligible to win, a person (the “**Entrant**”) must, at the time of entry (i) be a legal resident of the United States or Canada (excluding the Province of Quebec) (ii) have reached the age of majority in his/her State or province/territory of residence at time of entry; (iii) be a parent or legal guardian of a child between the ages of three (3) and sixteen (16) (the “**Child**”) that has been enrolled in a Kumon program prior to 12:00:01 AM ET on August 1, 2020 (the “**Contest Start Date**”) and enrolled up until August 31, 2020; (iii) not be an employee of the Sponsor, or its affiliated companies, agents or representatives, their respective advertising or promotional agencies, the independent contest organization or a member of any such employee’s immediate family (regardless of where they live) or with persons with whom any of the above are domiciled (whether related to the employee or not). In these Official Contest Rules & Regulations (the “**Official Rules**”), “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse. Contest is void where prohibited by law or otherwise regulated. All photographs of any child or children must have the permission of each child’s parent or legal guardian authorizing contest entry and the rights set forth above for use of the photo. Sponsor may contact you via phone or email requesting a minor photo release.
- 3. HOW TO ENTER THE CONTEST: No Purchase Necessary.** During the Contest Period, visit [showusyourthinkingface.kumon.com](http://showusyourthinkingface.kumon.com) (the “**Contest Website**”) and complete the entry form (the “**Entry Form**”) with your full name, daytime telephone number (including area code), a valid email address, your city and state/province of residence, indicate which Kumon Center your child is enrolled in (optional); confirm that your child was enrolled in a Kumon program prior to the Contest Start Date; and confirm that you have read and accept the Official Rules. Next, upload a photo(s) (“**Photo**”) of your Child(ren) using Kumon materials (see rule 5 for Photo format and content requirements). Upon doing so, click “Submit.” By agreeing to the terms and conditions, you hereby irrevocably authorize Kumon to edit, alter, copy, exhibit, publish, exploit or distribute the likeness of the Materials for the purpose listed below, or for publicizing Kumon programs, training Kumon Associates or Instructors, or for any lawful purpose. Kumon reserves the exclusive right to edit the Materials, to use them in whole or in part, or not use them at all. You waive the right to inspect or approve the Materials, including written or electronic, whether that use is known to You or unknown. You also grant Kumon and those acting under its authority, all rights, title and interest, and copyright of the Materials. Furthermore, You agree to defend and hold harmless and release and forever and discharge Kumon from all claims, demands and causes of action which you, your heirs, representatives, executors, administrators or any other person acting on behalf or on behalf of your estate have or may have by reason of this authorization and release.

**4. ENTRIES:** Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete entries, which will be void. All entries become the property of the Sponsor upon receipt and none will be returned. In the event the Contest is entered via a mobile device, Message and Data charges may apply. All entries must be photographs taken in a safe manner without risk of injury to the subject or the photographer of the photograph. Any entry that is deemed unsafe by Sponsor will automatically be disqualified.

**5. PHOTO AND ESSAY FORMAT AND CONTENT.**

i. Each submitted Photo:

- must be submitted in a JPEG file format;
- must be a photo of the Entrant's Child using Kumon materials;
- must be a photo of one child only; or siblings;
- must be taken by the Entrant or someone the Entrant knows;
- may not have been previously published;
- may not have been entered into any other contest or promotion and/or considered for or won previous awards or prizes;
- may not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity (other than the Entrant);
- must have been created in a legal and safe manner;
- must be owned by the Entrant;
- must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
- may be submitted only once;
- must not, in the sole and unfettered discretion of the Sponsor, contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content; including, but not limited to, crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic);
- must contain entirely original materials;
- must not violate any law.

**6. PRIZES:** There will be five (5) prizes (herein referred to individually as “**Prize**” and collectively as “**Prizes**”) available to be won and they are as follows:

- i. **Grand Prize:** There will be one (1) grand prize (the “**Grand Prize**”) available to be won consisting of one (1) \$500.00 gift card.
- ii. **Weekly Prizes:** There are four (4) wweekly prizes (each a “**Weekly Prize**”) available to be won with one (1) Weekly Prize per week of the Contest Period distributed as follows:

Weekly Contest Period	Prize Description
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1 (August 7)	One (1) \$100.00 gift card
2 (August 14)	One (1) \$100.00 gift card
3 (August 21)	One (1) \$100.00 gift card
4 (August 28)	One (1) \$100.00 gift card

Gift cards are subject to applicable details, terms and restrictions. Any unused portion of a gift card will remain on the gift card until the total value of the gift card is used (for example: if \$60.00 is used for the first purchase from a \$100.00 gift card, \$40.00 will remain on the card and so forth until the total value of the Gift Card is used). **The issuer of the Gift Card is neither a sponsor of nor partner in this Contest and bears no liability.** Prizes must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value or expiry date. The Sponsor reserves the right, in the event that a Prize cannot be awarded as described for any reason, to substitute another prize of equal or greater value, without liability. The total value of all Prizes available to be awarded is approximately \$900.00. Limit of one (1) Weekly Prize per person during the Contest Period. There will only be one (1) Grand Prize awarded.

7. **GRAND PRIZE SELECTION PROCESS:** The Grand Prize selection process will take place between August 31, 2020 and September 5, 2020 (the “**Judging Period**”) at Kumon North America’s Headquarters at 55 Challenger Road, Ridgefield Park, New Jersey. A panel of judges (the “**Judges**”) appointed by the Sponsor will judge all Entries received on the basis of: (i) originality; (ii) creativity; and (iii) placement of Kumon materials (**collectively, the "Criteria"**). All Criteria will be weighed equally. Judging will be completed on or about September 5, 2020 (the “**Judging Completion Date**”). Odds of being selected depend on the number of entries received during the Contest Period and the judges’ decisions based on the Criteria set out above, which is final without right of appeal. The selected entrant will be contacted by telephone and/or email within five (5) business days of being selected. If a selected entrant (a) cannot be reached by telephone and/or email within five (5) business days of being selected; (b) fails to correctly answer the skill testing question (see rule 11); or (c) fails to return the properly executed Release Form within the specified time (see rule 11), then he/she will forfeit his/her opportunity to be the selected entrant of the Grand Prize and the next Entry chosen by the Judges will be the selected entrant or until there are no more eligible entries, whichever comes first.
8. **WEEKLY PRIZE SELECTION PROCESS:** The Weekly Prize selection process will take place on each of the Weekly Prize selection dates outlined in rule 6 (each a “**Weekly Prize Selection Date**”). A panel of judges (the “**Judges**”) appointed by the Sponsor will judge the Entries received during the Contest Period on the basis of: (i) originality; (ii) creativity; and (iii) placement of Kumon materials (**collectively, the "Criteria"**). All Criteria will be weighed equally. Odds of being selected depend on the number of entries received during the Contest Period and the judges’ decisions based on the Criteria set out above. The selected entrant will be contacted by telephone and/or email within five (5) business days of being selected. If a selected entrant (a) cannot be reached by telephone and/or email within five (5) business days of being selected; (b) fails to correctly answer the skill testing question (see rule 11); (c) enrollment of his/her child does not fall within the enrollment period (must be enrolled prior to the Contest Start Date up until September 13, 2019 (the “**Enrollment Period**”)) or (d) fails to return the properly executed

Release Form within the specified time (see rule 11), then he/she will forfeit his/her opportunity to be the selected entrant of the Weekly Prize and the next Entry chosen by the Judges for the applicable Weekly Contest Period will be the selected entrant or until there are no more eligible entries in the applicable Weekly Contest Period, whichever comes first.

- 9. GENERAL:** By entering the Contest, entrants agree to abide by these Official Rules and the decisions of the Sponsor and the independent contest organization with respect to all aspects of the Contest, which decisions are final. Entrants who have not complied with these Official Rules are subject to disqualification. By entering, participants agree to be bound by these complete Official Rules and Sponsor's Privacy Policy, accessible at [www.kumon.com/privacy-policy](http://www.kumon.com/privacy-policy). Sponsor is not liable for any malfunctions or failures of any computer internet system, servers or providers, computer equipment, software, failure of any email on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer, mobile or any other device and/or its contents related to or resulting from participation or downloading/uploading any materials relating to this Contest, or other technical difficulties or failures or other errors of any kind.
- 10.** To be declared a winner, each selected entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered by telephone or email. Each selected entrant must sign and return within five (5) business days of notification, the Sponsor's Release Form, which (among other things): (a) confirms compliance with these Official Rules; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Sponsor, the independent contest organization and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (d) agrees and consents to the use, by the Sponsor and its respective designees, of his/her name, photography, likeness, city and state/province or territory of residence, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law. The Sponsor will not be responsible for failed attempts to contact a selected entrant. Upon receipt and verification of the Release Form and verification by the Sponsor of the selected entrant's child being enrolled during the Enrollment Period at a Kumon Center in the United States or Canada (excluding the Province of Quebec), the Prize will be shipped to the winner within four (4) to six (6) weeks by the Sponsor. In the event the Sponsor is unable to obtain proof of enrollment of the selected entrant's Child at a Kumon Center during the Eligibility Period, the Sponsor may (at the sole discretion of the Sponsor) disqualify the selected entrant and select the next eligible entrant (see rule 9).
- 11.** The Releasees do not assume any responsibility and are not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with the Official Rules; (ii) any loss, damage, or claims caused by an awarded Prize or the Contest itself; or (iii) any failure of the Contest Website during the Contest Period, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines, or technical malfunction of any

computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest. Entry material/data that has been tampered with or altered is void. The sole determinant of the time for the purposes of a valid entry in this Contest will be the contest server machine(s).

- 12.** In the event of a dispute, Entries will be deemed to have been submitted by the authorized account holder (defined below) of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is: (a) assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address with the selected entry. If the identity of an entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address.
- 13.** Any Photo that the Sponsor and/or its designated representative(s) deems, in its/their sole discretion, to violate the terms and conditions set forth in these Official Rules will not be entered. Prior to being entered, the Sponsor and/or its designated representative(s) reserves the right, in its/their sole discretion, to edit or modify any Photo, or to request that an entrant modify or edit his/her Photo, in order to ensure that the Entry complies with these Official Rules, if a complaint is received with respect to the Photo or for any other reason. By entering the Contest, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Photo, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Photo in favor of the Sponsor; and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action.
- 14.** All entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into, except with the selected entrants. The Contest is subject to all applicable federal, state, provincial and municipal laws.
- 15.** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the state of New Jersey and, without regard to conflicts of law principles. Any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any entrant expressly waives any and all such rights. In the event that a court of competent

jurisdiction finds the foregoing waiver unenforceable, entrants hereby consent to the jurisdiction and venue residing exclusively within the federal or state courts sitting in Bergen County in the State of New Jersey and agree that any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action. Entrants agree that these Official Rules are governed by the laws of the State of New Jersey, without reference to principles of conflicts of law. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**16.** The Sponsor reserves the right to terminate or suspend this Contest or to amend the Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, the Sponsor reserves the right to terminate the Contest.

**17. CONSENT TO USE PERSONAL INFORMATION:** The Sponsor respects your right to privacy. If you consented on the Entry Form, the Sponsor may use the information you provide to initiate, maintain, and develop a relationship with you in connection with the offering of the Sponsor's products or the promotion and marketing of additional products and services offered by the Sponsor. If you did not consent on the Entry Form, the information you provided will only be used to conduct the Contest.

**18.** In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest Entry Form, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

**19.** You hereby hold harmless, release, indemnify and discharge Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers and representatives from all liability, claims, judgments, demands, controversies, agreements, damages, actions and causes of action whatsoever, arising out of or related in any way to the contest or the conduct of the contest and the acceptance and use, misuse, or possession of any prize awarded, whether in law or in equity, no matter what the cause or nature, and You further waive any claims that You may state or assert against Sponsor in association with the contest or any of its associated activities, or in any way related to or resulting from the contest even if such injury or claims results from or is caused by the negligence or gross negligence of Sponsor, in whole or in part, due to human error or otherwise. You further agree to indemnify and hold harmless Sponsor from any claim arising out of your participation in the contest including, without limitation, all claims brought or asserted by any third party as a result of any injury or loss that You or they may sustain in any way associated with your participation in the contest.