2023 JOSTENS® EPIC SCHOOL REVAMPTM CONTEST OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, REGULATION OR ORDINANCE.

- 1. **Company.** 2023 Jostens Epic School Revamp Contest ("**Promotion**") is offered and administered by Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN, 55435 ("**Sponsor**").
- 2. **Terms and Conditions**. By participating in the Promotion, you, a principal or superintendent (**"you" or "Representative"**) of an eligible school (**"Entrant School"**), fully and unconditionally agree to have read these Official Rules, and expressly accept and agree to be bound by these Official Rules. You further certify that the Entrant School meets the eligibility requirements set forth herein. In addition, you, and on your behalf the Entrant School, agree to accept the decisions of Sponsor as final and binding as it relates to the Promotion and these Official Rules, and you, and on your behalf the Entrant School, agree to be bound by Sponsor and/or its designee.
- 3. Eligibility. The Promotion is open to high schools that: (a) are located within the 50 U.S. states or District of Columbia; (b) have a currently standing physical building; (c) have at least 80% of learners being in person; and (d) have an enrollment of at least 400 learners. High schools at which employees, officers and directors, their immediate family members (i.e., spouse, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of Sponsor are employed, and Sponsor's affiliates, subsidiaries, advertising and promotion agencies and those associated with the development, distribution or implementation of this Promotion are not eligible to participate.
- 4. **Timing**. Promotion begins October 23, 2023, at 12:01 a.m. Central Time and ends on December 1, 2023, at 11:59 p.m. Central Time ("**Promotion Entry Period**"). Sponsor is the official timekeeper for this Promotion.
- 5. Entry Method. To enter this Promotion, a Representative of an eligible high school must complete and submit an entry form available at <u>https://www.jostens.com/resources/epic-school-revamp</u> ("Entry"). The Entry must include a signature from the Representative authorizing Entry in the Promotion and certifying that the Representative is authorized enter on behalf of the Entrant School, an essay, and a 2-minute video, both the essay and video outlining why the Representative believes the Entrant School is deserving of the Prize revamp, in accordance with the criteria set forth in Section 8 below. All entries must comply with the Entry Requirements outlined in Section 6 below.

Limit one (1) Entry per eligible high school during the Promotion Entry Period. Any Entry received after the Promotion Entry Period is late and is not eligible to win a prize, All Entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any Entry. Representatives may only use one email address to enter the Promotion. You are not permitted to share the same email address with another Representative. Any attempt by any Representative to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will be void and your Entries and you will be disqualified. 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. In the event of a dispute as to any Entrant School, the high school associated with the authorized account holder of the email address used to enter will be deemed to be the Entrant School. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners of any prize may be required to show proof of being the authorized account holder affiliated with the winning high school to be awarded the prize.

6. **Entry Requirements**. The Entry must comply with the following requirements: (i) the Entry may not feature any person other than the Representative , unless the Representative has obtained a sub-licensable

publicity release, available at https://www.jostens.com/resources/epic-school-revamp, from such individuals and any other necessary consents or releases for use of such individual's image or likeness in the Entry to be submitted as part of the Promotion; (ii) other than Sponsor, its products, brands and/or logos, or products, brands or logos owned solely by the Representative or Entrant School, the Entry may not show, contain, mention, depict, refer or otherwise allude to the name, logo or product of any third party, unless the Representative has obtained written approval from such third party to use, and sub-license the use, of such name, logo or product in the Entry to be submitted as part of the Promotion; (iii) copyright of the Entry must be solely owned by the Representative or Entrant School and the Entry may not be created professionally; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iv) the Entry may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material. as determined by Sponsor in its sole discretion; (v) the Entry cannot promote alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message, as determined by Sponsor in its sole discretion; (vi) the Entry cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vii) the Entry cannot contain any personal identification of any person except for the Representative, such as personal names, email addresses or street addresses; (viii) the Entry cannot itself be in violation of any law; and (ix) the Entry must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Entry that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

- 7. **Disqualification.** Entries that do not comply with the terms of this Promotion will result in disqualification. Incomplete or illegible entries will not be considered. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized channels or if they contain production, typographical, electronic, mechanical or other errors. Sponsor reserves the right in its sole discretion to disqualify any Entry at any time which, in Sponsor's sole opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any person, or if it is determined the Representative has not complied with these Official Rules.
- 8. Winner Determination. After the end of the Promotion Entry Period, a panel of qualified judges (as determined by Sponsor in its sole discretion) will select the three (3) best Entries, based on the following criteria ("Core Criteria") to become Finalists:
 - **Big Picture (70% of Core Criteria score).** The Entry should tell a compelling story about how the Entrant School is struggling with its culture and climate. Tell us why the school culture needs a makeover and what it would mean to your staff, faculty, students, and community. Show us the "before" and your vision for the "after."
 - **Specific Needs (30% of Core Criteria score).** The Entry should describe at least two areas of specific need for the Entrant school, in terms of educator morale, academic achievement, or discipline.

In the event of any tie, the Entrant School whose Entry received the highest score in the Big Picture category from among the tied Entries, as determined by the qualified judges in their sole discretion, will be selected as the Finalist.

Once the Finalists are selected, one or more members of the panel of qualified judges (selected at the Sponsor's sole discretion) will perform an in-person visit at each of the Finalist schools, during which time

they will assess the school and create an additional video to document the school and how it would benefit from a revamp. Based on these visits, the judges will select one (1) Grand Prize Winner from the Finalists based off the Core Criteria (50% of total score) and the following "**Supplemental Criteria**" (50% of total score). The other two (2) Finalists will be the Runner-Up Winners.

- **Community (25% of Supplemental Criteria score).** The Entrant School has charismatic school representatives that provide a compelling story about their school through emotions and data.
- School Representation (25% of Supplemental Criteria score). The number of the following categories that at least one of the school representatives is a part of: Administrators, Staff/faculty, Students, and Community Members.
- **Number of Employees Participating (25% of Supplemental Criteria score).** The number of employees willing and excited to play an active role in the School Mark/Renaissance process.
- **Number of Students Participating (25% of Supplemental Criteria score).** The number of Students willing and excited to play an active role in the School Mark/Renaissance process.

In the event of any tie, the Entrant School whose Entry received the highest score in the Big Picture category from among the tied Entries, as determined by the qualified judges in their sole discretion, will be selected as the Grand Prize Winner.

- 9. **Prizes**. Following the judging of the in-person visit of the Finalist schools, Sponsor will award prizes (each a "**Prize**" and collectively the "**Prizes**") as follows:
 - <u>Grand Prize</u>. The highest scoring Finalist will win the Grand Prize. The Grand Prize winner will receive a personal consultation with a Jostens Renaissance School Culture Expert, a Renaissance Rally at the school during the fall of 2024, an invitation to the Jostens Renaissance Global Conference 2024 ("**JRGC**") for six (6) attendees, a personal consultation with a SchoolMark school identity expert, 720 SchoolMark Brand Implementation, and one (1) year of Renaissance resources and support. The JRGC invitation includes: (i) round trip coach air transportation for six (6) attendees from a major airport in the U.S. nearest the winning school to Orlando, Florida the attendees' departure location and itinerary must be the same; (ii) standard hotel accommodations, double occupancy, for three (3) nights; (iii) ground transfers to/from the airport and hotel while in Orlando, Florida; (iv) JRGC registration for the six (6) attendees; and (v) certain meals provided at Sponsor's sole discretion (includes two (2) breakfasts, one (1) lunch, and two (2) dinners).
 - <u>Runner-Up Prize.</u> The other two (2) Finalists will each win a Runner-Up Prize. The Runner-Up Prize includes an award certificate, a personal consultation with a Jostens Renaissance School Culture Expert, one (1) year of Renaissance resources and support, and an invitation to the Jostens Renaissance Global Conference 2024 ("**JRGC**") for three (3) attendees. The JRGC invitation includes: (i) round trip coach air transportation for three (3) attendees from a major airport in the U.S. nearest the winning school to Orlando, Florida the attendees' departure location and on the same itinerary; (ii) standard hotel accommodations, double occupancy, for three (3) nights; (iii) ground transfers to/from the airport and hotel while in Orlando, Florida; (iv) JRGC registration for the three (3) attendees; and (v) certain meals provided at Sponsor's sole discretion (includes two (2) breakfasts, one (1) lunch, and two (2) dinners).
- 10. **Approximate Retail Value of Each Prize.** The total approximate retail value ("**ARV**") of the Grand Prize and each Runner-Up Prize is dependent on fluctuations in airfare and travel costs, which may vary depending on the location of the departure city and other factors. Additionally, ARV for each Prize varies depending on whether the winning school has existing access to Renaissance resources and support. ARV is estimated to be between \$157,000 and \$195,000 for the Grand Prize and between \$21,000 and \$59,000 for each Runner-Up Prize; the breakdown of the ARV can be seen below:

Grand Prize ARV

Portion of Prize	ARV
Renaissance Rally	\$5,000
JRGC for six (6) attendees	\$12,000
SchoolMark school identity expert & 720 SchoolMark Brand Implementation	\$125,000
Personal consultation with a Jostens Renaissance School Culture Expert	\$15,000
One (1) year of Renaissance resources and support	\$38,000* <u>*Not included if the winning school is a current Jostens</u> <u>customer that has existing access to Renaissance resources</u> <u>and support</u>

Runner-Up Prize ARV

Portion of Prize	ARV
JRGC for three (3) attendees	\$6,000
Personal consultation with a Jostens Renaissance School Culture Expert	\$15,000
One (1) year of Renaissance resources and support	\$38,000*
	*Not included if the winning school is a current Jostens customer that has existing access to Renaissance resources and support

- 11. **Prize Limitations.** All other expenses not specified in the Prize descriptions above, including (without limitation) flight insurance, travel insurance, those meals not included by Sponsor in the Prizes and personal expenses are the sole responsibility of the JRGC attendees. All travel arrangements must be made by a travel agent designated by Sponsor and travel must take place on the dates specified by Sponsor, which are subject to change at Sponsor's sole discretion. If the JRGC attendees are unable or unwilling to travel on the dates specified, the Prize may be forfeited. Travel prizes are subject to terms and conditions of travel service providers. Certain restrictions may apply.
- 12. Winner Selection and Notification. Within thirty (30) days after the Prize winners have been selected, Sponsor will notify all Prize winners via phone call at the phone number provided upon Entry that they have won one of the Prizes, and which Prize they have won. If a potential winner cannot be reached within a reasonable time period after selection, does not respond within five (5) business days of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept a Prize, such potential winner may be disqualified in Sponsor's sole discretion.
- 13. **Claiming a Prize**. The Representative from each winning school, all persons featured in Entry materials, and all JRGC attendees may be required to complete, sign, notarize and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release within fourteen (14) days of receipt of such documents from

Sponsor. If such documents are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion.

- 14. **Sponsor Discretion.** Decisions of the Sponsor will be final and binding on all matters relating to this Promotion.
- 15. Prize Eligibility. Receipt of any Prize offered in this Promotion is conditioned upon the Representative's compliance with these Official Rules, and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES OR ANY LAW BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
- 16. Publicity. Except where prohibited by law, and notwithstanding anything to the contrary in the Sponsor's Privacy Policy, each of the winning schools and their associated Representative grant Sponsor the right to use its Entry, the video produced by Sponsor during the in-person visits to the Finalist schools, video produced by Sponsor during the development, delivery, reveal and use of the Prizes, name, location, and trademarks for advertising, publicity and promotional purposes, including print, broadcast and online announcements, without further compensation other than the said Prize and at no expense to the winning school. Winning school Representative and JRGC attendees also grant Sponsor the right to use said person's first name, hometown, images and likenesses for advertising, publicity and promotional purposes, including print, broadcast and online announcements, without further compensation other than the said Prize and at no expense to the winning school. Winning school Representative and JRGC attendees also grant Sponsor the right to use said person's first name, hometown, images and likenesses for advertising, publicity and promotional purposes, including print, broadcast and online announcements, without further compensation other than the said Prize and at no expense to said person.
- 17. Responsibility for Prize/Taxes. Each Representative and Entrant School understands and agrees that each Prize-winning Entrant School is solely responsible for the use, care and maintenance of its respective Prize. Sponsor is not responsible for lost or stolen Prizes. PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Prize-winning Entrant School. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each entity who receives a prize/award if the annual aggregate is at least \$600 or more. Prize winning Entrant Schools may be required to complete and submit a W-9 form to receive the Prize within fourteen (14) days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and Sponsor will re-determine the winners of the Prizes based on the remaining eligible entries. The Prize-winning Entrant Schools should consult their tax advisor for the proper tax treatment of this.
- 18. Social Media. The Promotion may be advertised through social media platforms, such as Facebook, Instagram, and/or X (f/k/a Twitter) ("Social Media"). You understand and acknowledge, however, that the Promotion is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised. You agree to adhere to all rules established by Social Media platforms. Any information you provide for the Promotion is being provided to Sponsor rather than any Social Media platform. You fully release Facebook, Instagram, and X (f/k/a Twitter), and all other Social Media from all claims, losses and harm that you may allege or incur relating to this Promotion.
- 19. **Termination**. Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Promotion. Reasons for termination or modification of the Promotion may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Promotion due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud, or other causes beyond Sponsor's control. Sponsor reserves the right at its sole discretion to disqualify any individual

who tampers or attempts to tamper with the entry process or the operation of the Promotion or entry website or violates these Official Rules. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH REPRESENTATIVE(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

- 20. Additional Conditions. Sponsor is not responsible for: (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable correspondence; (ii) theft, destruction, unauthorized access to or alterations of Entry materials; (iii) any typographical or other errors in the printing of these Official Rules, administration of this Promotion or in the announcement of any winner(s) or Prize(s); or (iv) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Promotion, Representative acknowledges that Representative has read these Official Rules and any other terms and conditions, rules, guidelines or policies applicable to the Promotion, and agrees to abide by them.
- 21. Hold Harmless/Release. BY PARTICIPATING, EACH REPRESENTATIVE AND ENTRANT SCHOOL AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ENTITIES ASSOCIATED WITH THE **DEVELOPMENT**, DISTRIBUTION AND IMPLEMENTATION OF THIS PROMOTION, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE PROMOTION, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE PROMOTION; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY PROMOTION OR PRIZE-RELATED ACTIVITY; OR (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR PROCESSING OF ENTRIES.
- 22. Disputes. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, Representative and Entrant School agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Promotion, shall be resolved INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, exclusively before a court located in Hennepin County, Minnesota having jurisdiction. The Representative, Entrant School, and Sponsor hereby agree to WAIVE A JURY TRIAL in all actions and proceedings related to the Promotion. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased.
- 23. **Privacy Policy**. Personal information collected from Representatives, Entrant Schools, and JRGC attendees will be used by Sponsor for the purpose of administering the Promotion. By entering the Promotion, Representatives acknowledge and consent to the collection, use and disclosure of their personal information in accordance with Sponsor's Privacy Policy available at https://www.jostens.com/about/legal/privacy-policy. By entering the Promotion, Representatives agree to allow Sponsor to contact them regarding the Promotion.
- 24. Winners List. A copy of the winners list will be available at <u>https://www.jostens.com/resources/epic-school-revamp</u>

Abbreviated Rules for Use in Promotional Materials:

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING.

Open to high schools that: (a) are located in the 50 United States or District of Columbia; (b) have a currently standing physical building; (c) have at least 80% of learners being in person; and (d) have an enrollment of at least 400 learners. School principal or superintendent will enter by completing and submitting an entry form that includes authorization to enter the contest on behalf of the school, an essay, and a 2-minute video that meet the criteria outlined in the Official Rules between 10/23/23 and 12/1/23. A judging panel will select three Finalists based on the criteria outlined in the Official Rules. The judging panel will then select one of the Finalists to receive the grand prize based on an in-person visit and further judging criteria as outlined in the Official Rules. The remaining two Finalists will each receive a runner-up prize. The grand prize consists of a Renaissance package of services, branding and marketing services, and an invitation to the Jostens Renaissance Global Conference 2024 ("JRGC") for 6 attendees. ARV: between \$157,000.00 and \$195,000.00 (see Official Rules for details); The two (2) runner-up winners will each receive an award certificate, certain Renaissance services, and an invite to the JRGC for 3 attendees. ARV: between \$21,000.00 and \$59,000.00 (see Official Rules for details). Specific prize details available in the Official Rules. Odds of winning depend on no. of entries. For a copy of the Official Rules, visit <u>https://www.jostens.com/resources/epic-school-revamp</u>. Sponsor: Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN, 55435.