## JOSTENS, INC. YEARBOOK TAGGING CONTEST 2025 OFFICIAL RULES

## VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, AND LOCAL LAWS.

- **1. Sponsor:** Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN 55435 ("Sponsor").
- **2. Entry Period:** Jostens Yearbook Tagging Contest 2025 ("Promotion") begins at 9:00 a.m. Central Time on February 17, 2025, and ends at 11:59 p.m. Central Time on March 14, 2025 ("Entry Period").
- **3.** Eligibility: The Promotion is open to middle schools and high schools that: (a) are located within the 50 U.S. states or District of Columbia; and (b) are a Jostens Yearbook customer using the Yearbook Avenue platform. 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. How to Enter; Entry Requirements:** Unless a school opts out of participating by sending an email message to <a href="marketing@jostens.com">marketing@jostens.com</a> with "Yearbook Tagging Contest 2025" in the subject line, any school that meets the eligibility requirement is automatically entered.

## 5. Selection and Notification of Winner:

At the end of the weeks beginning February 17, February 24, March 3, and March 10, Jostens will count the number of tagged photos in Yearbook Avenue. The count will take place:

- at 5:00 p.m. Central Time on February 21, for the week of February 17;
- at 5:00 p.m. Central Time on February 28, for the week of February 24;
- at 5:00 p.m. Central Time on March 7, for the week of March 3; and
- at 5:00 p.m. Central Time on March 14, for the week of March 10.

The entrants with the highest percentage increase in the number of photos tagged in each week will be a Winner. Each week will be counted on a stand-alone basis, with no cumulative counting. In other words, prizes are awarded on the percentage increase from week to week.

Each week, 250 potential winning School Entrants will be announced:

- on February 24, for the highest percentage growth between February 17 and February 21;
- on March 3, for the highest percentage growth from the previous week;
- on March 10, for the highest percentage growth from the previous week; and
- on March 17, for the highest percentage growth from the previous week.

Decisions of Sponsor will be final and binding on all matters relating to this Promotion. Potential Winners will be contacted by email and/or telephone or similar means. Decisions of Sponsor will be final and binding on all matters relating to this Promotion. If a Potential Winner is found to be ineligible, does not comply with these Official Rules, or declines to accept any prize, the Winners may be disqualified in

Sponsor's sole discretion, and in such case Sponsor may select an alternate winner based on the judging criteria.

In the event that a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winner, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

## 6. Prizes:

The following prizes, along with their respective approximate retail value ("ARV"), are available to be awarded:

- Two hundred fifty (250) prizes, in each of the four (4) weeks of the promotion, consisting of a Visa gift card in the amount of \$50.00.
- Total ARV of prize: \$50,000.00 (= 250 \* 4 \* \$50).

In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winner, and if Sponsor so elects, that prize will not be awarded.

In coordination with the winning School Entrant, Sponsor may elect to have its authorized representative personally present the winner with the prize at the winner's school. In such case, the date, time, and location of the presentation of the prize to the winner will be coordinated and mutually agreed among the Sponsor, the winner, and the winner's school.

Winner may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. General Conditions: Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for any reason or through the acts or

defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winner. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her/its entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant by entering the Promotion agrees (a) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation entrant's failure to comply with the Content Requirements and (b) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use, as applicable, his/her/its name, photograph, likeness, voice, location and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Entrants represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state, provincial or local law or rule or any applicable school district/board or school rule or regulation.

Each winner is responsible for all applicable local, state and federal taxes. Winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the Potential Winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner from remaining eligible entries.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

All entries must be submitted in the name of a school or school district and prizes will only be awarded to a school or school district, regardless of other circumstances. In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the account used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she/it is the authorized account holder.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

- **8. Privacy:** Information submitted in connection with the Promotion will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <a href="https://www.jostens.com/about/legal/privacy-policy">https://www.jostens.com/about/legal/privacy-policy</a>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Promotion.
- 9. **Disputes:** Each entrant or guardian in the case of a minor, agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.
- **10. Winner List:** The name of the winners may be obtained by sending a written request along with a self-addressed stamped envelope to Jostens, Inc., Attn: Yearbook Tagging Contest 2025, 7760 France Avenue, Suite 400, Minneapolis, MN 55435. Requests must be received by April 30, 2025. Vermont residents may omit return postage.
- © Jostens, Inc. 2025. All rights reserved. Promotion entrants are hereby authorized to copy these Official Rules on the condition that it will be for the entrant's personal use and not for any commercial purpose whatsoever.