

## The Back to School Giveaway – Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. OPEN TO CANADIAN RESIDENTS, EXCLUDING QUEBEC, AGE 13+ ONLY.

1. PROMOTION DESCRIPTION: The Back to School Giveaway ("Contest") begins on or about August 27, 2018 at 9:00 AM Eastern Time ("ET") and ends on or about September 3<sup>rd</sup>, 2018 at 11:59:59 PM ET (the "Contest Period"). The sponsor of this Contest is VirtualHighSchool.com Inc. ("Sponsor").

2. ELIGIBILITY: Open only to residents of Canada, excluding the Province of Quebec, who have reached the age of thirteen (13) at the beginning of the Contest Period (each eligible person is an "Entrant") except for: (a) persons who are directors, officers, employees, representatives or agents of Sponsor; (b) individuals engaged in the development, production, distribution or supply of materials or prizes for the Contest; (c) persons who are an immediate family member of any person in any of the preceding categories, regardless of where they live, and any persons who reside in the same household, whether related or not, as any person in any of the preceding categories; and (d) individuals who are students of Sponsor via another organization where there is an existing agreement for delivery of goods and services.

If a prize winner is a minor in his/her Province/territory of residence, the applicable prize will be awarded in the name of that prize winner's parent/legal guardian, who must execute any required documents and must agree to all obligations and undertakings of a potential winner and, if applicable, of a verified prize winner, both on behalf of himself/herself and the minor, or the prize will be forfeited in its entirety and will not be awarded in the Contest.

Each Entrant who participates in the Contest (and his/her parent/legal guardian on his/her behalf if the Entrant is a minor) fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Contest is subject to all applicable federal, provincial, and local laws.

### 3. PRIZE:

- One (1) winner will receive a \$50 voucher for use towards a Virtual High School course
- One (1) winner will receive a \$100 voucher for use towards a Virtual High School course
- One (1) winner will receive a \$150 voucher for use towards a Virtual High School course
- One (1) winner will receive a \$200 voucher for use towards a Virtual High School course
- One (1) winner will receive free registration into one (1) Virtual High School course (approximate retail value: \$399-\$679)

It is the responsibility of the winner to ensure they are eligible for the course they select. The winner must agree to Virtual High School's Fine Print.

The Prize instructions will be delivered by email. The winner will be required to register for the course at [www.virtualhighschool.com/credits.asp](http://www.virtualhighschool.com/credits.asp). Any additional fees associated with taking a course with the Sponsor (administrative, guidance, exams, etc.) are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

### 4. HOW TO ENTER:

(a) How to Enter: To enter each giveaway, an Entrant must follow the instructions on each day's giveaway post on <https://www.instagram.com/virtualhighschool/> during the Contest Period.

(b) Entries must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of entries (1) for each giveaway by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be submitted by the end of the Contest Period in order to participate.

(c) Content Restrictions: By submitting an entry, each Entrant agrees that his/her entry and the content on his/her Instagram account, as applicable, conforms to the Content Restrictions as defined below ("Content Restrictions") and that Sponsor, in their sole discretion, may remove an entry and disqualify an Entrant from the Contest if they believe, in their sole discretion,

that the entry or the Entrant's Instagram account, as applicable, fails to conform to the Content Restrictions, Instagram Terms of Use, Community Guidelines or Privacy Policy, or violates any provision of these Official Rules in any way.

**Content Restrictions:**

1. Content cannot be sexually explicit or suggestive, profane or pornographic, or contain nudity.
2. Content cannot be derogatory or promote bigotry, racism, violence, hatred or harm against any group or individual, or promote any form of discrimination whatsoever (including, but not limited to, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age).
3. Content cannot promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.
4. Content cannot be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, or endorse any form of hate or hate group.
5. Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies.
6. Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
7. Content cannot depict, and cannot itself, be in violation of any law.
8. Entry cannot contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.

For all entries into the contest: By submitting an entry, each Entrant hereby represents and warrants that his/her entry and the content on his/her Instagram account conforms to the Content Restrictions and complies with the provisions of these Official Rules.

Entries and content on an Entrant's Instagram account are the views/opinions of the individual Entrant and do not reflect the views of Sponsor in any manner.

**5. WINNER SELECTION AND NOTIFICATION:**

(a) Winner Selection: The Winner of each prize will be selected in a random drawing from among all eligible Entries for each prize received throughout the Contest Period. The random drawings will be conducted within 5 days following the end of the Contest Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received. Entrants are eligible to win more than once during the Contest Period.

(b) Skill-Testing Question: For an eligible Entrant to be declared a winner of a prize, the Entrant must correctly answer a skill-testing question without electronic, mechanical, or other assistance of any kind, to be administered by Sponsor. If the potential winner does not provide the correct answer to the skill-testing question, that entry will be void and Sponsor will draw a replacement entry from among all remaining eligible entries received for the applicable contest during the applicable Contest Period.

(c) Other Conditions: Potential winner will be notified via direct message to the Instagram account used to enter the contest. Potential Winner must then respond within 30 days of notification with acceptance of the prize and a valid email address that prize instructions will be sent to. Sponsor is not responsible for any delay or failure to receive notification for any reason, including account privacy settings, technical difficulties associated therewith, or Winner's failure to adequately monitor any social media account.

Potential winners may also be required as a condition of winning a prize, at the sole discretion of Sponsor, to complete and accept the terms of an Affidavit of Eligibility/Liability Release (the "Declaration and Release"), which will be sent to a potential winner by email if so required. If required, the potential winner must return the original completed and signed Declaration and Release to the Sponsor within the time specified in the email. The Sponsor will verify that the potential winner has correctly answered the skill-testing question, and, if required, that the Declaration and Release has been completed satisfactorily (including, if the eligible winner is a minor, that the Declaration and Release has been executed by his/her parent or legal guardian). If this/those requirement(s) has/have been met, the Sponsor will declare that the potential winner is in fact the winner of the Prize.

If the potential Prize winner does not respond to the direct message by the required time, has not correctly answered the skill-testing question, does not return (if required) the original signed Declaration and Release to the Sponsor, or fails to do so for receipt by the Sponsor by the required time, or in any other manner has not complied with these Official Rules, the Sponsor will declare the potential winner to be disqualified from the applicable contest and to be ineligible to receive the Prize for which he/she was eligible, and the disqualified potential Prize winner then will have no claim against Sponsor in respect of the applicable contest or the Prize which he/she might otherwise have won. In such event, an alternate Prize winner will be selected from among all remaining eligible entries received for the applicable contest during the applicable Contest Period until such time as the applicable prize is awarded.

#### 6. PRIZE RESTRICTIONS / PRIZE CONDITIONS:

(a) Winner is solely responsible for all federal, provincial, and/or local income taxes, sales tax, gift taxes, surcharges, service charges, processing and handling fees, and all other costs or expenses incurred in claiming a prize. Prize transfers are not allowed, except with the express consent of Sponsor (which may be withheld for any reason). Prize must be accepted as awarded and no substitutions, exchange, or conversion to cash will be made (except that, if for any reason a prize is not available, Sponsor, at its sole option may substitute a prize having an approximate retail value of no less than the approximate retail value of the prize).

(b) Subject to the provisions of these Official Rules, only the number of prizes described in Rule 3 above will be available to be awarded in this Contest and in no event shall more than that number of each kind of prize be awarded. Any refusal by a Prize winner to accept the Prize, as awarded and in its entirety, hereby releases and forever discharges Sponsor and the Releasees (as defined in Rule 6 c) from all obligations to the prize winner related to the prize, including delivery of same, and the Prize will not be awarded in the Contest.

(c) By participating in the Contest, each potential winner releases and agrees to indemnify and hold harmless Sponsor and respective affiliates, independent contractors, and directors, officers, employees, representatives, and agents (collectively, the "Releasees") from and against any and all liability for any and all costs, injuries, losses or damages of any kind, including, without limitation, death and injury and property loss or damage, due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related activity, or due or related to the acceptance, receipt, use or misuse of the whole or any part of any prize or prize-related activity, or the use by Sponsor or its designees of any entry or component thereof. The potential winner waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and any claim respecting liability and publicity that might arise from redeeming or seeking to redeem that prize. Without limiting the generality of the foregoing, the Prize is provided "as is" without warranties or conditions of any kind, either express or implied, on the part of sponsor, and sponsor hereby disclaims all such warranties and conditions, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement.

7. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the Entrant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. All eligible persons, Sponsor, and all other parties hereby attorn to the jurisdiction of the courts of the Province of Ontario, sitting in the City of Toronto, Ontario, in respect of the determination of any matter or dispute arising under or in respect of the Contest or these Official Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario.

8. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest.

If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total approximate retail as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Releasees shall not have any further liability to any participant in connection with the Contest.

9. ENTRANT'S PERSONAL INFORMATION: Personal information will be collected, used, and disclosed by Sponsor and their respective designees for the purpose of administering the Contest in accordance with these Official Rules, and otherwise managed in accordance with Sponsor's Privacy Policy posted at [https://www.virtualhighschool.com/privacy\\_ip.asp](https://www.virtualhighschool.com/privacy_ip.asp). By entering the Contest, each Entrant consents to the receipt of direct messages and emails from the Sponsor or its designee in connection with the administration of the Contest.

10. INSTAGRAM: This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to Sponsor and not to Instagram. The information provided by Entrants will only be used for the administration of this Contest and in accordance with Sponsor's privacy policy. Instagram is completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to Sponsor and not to Instagram.

11. SPONSOR AND ADMINISTRATOR: VirtualHighSchool.com Inc., 27 Main Street North, Bayfield ON, Canada, [info@virtualhighschool.com](mailto:info@virtualhighschool.com)