

#### INFOSEC ACCELERATE AWARD PROGRAM

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR THE UNITED STATES. DO NOT PARTICIPATE IF YOU DO NOT RESIDE IN THE UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY. INTERNET ACCESS IS REQUIRED TO PARTICIPATE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

- 1. SPONSOR: INFOSEC ACCELERATE AWARD PROGRAM (this "Contest") is sponsored by Cengage Learning, Inc., c/o Camille Raymond, Customer Marketing Manager, Infosec, with an address at 5191 Natorp Boulevard, Mason, Ohio 45040 ("Sponsor").
- **2. ELIGIBILITY:** This Contest is open to legal residents of the United States who: (i) are the age of majority or older in their state of residence (19+ in AL and NE, 18+ in all other states) prior to the beginning of the Promotion Period described in Section 4 below; (ii) have not been a winner in any of Sponsor's prior promotions; and (iii) completed the entry requirements described in Section 5 below. This Contest is void where prohibited or restricted by law. All federal, state and local laws and regulations regarding the eligibility of participants apply. This Contest is only open to natural persons and the following are ineligible: corporations, businesses, non-profit organizations, governmental agencies or other entities.

Employees, officers and directors of the Sponsor, its parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Contest (collectively the "Contest Entities") and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

- 3. AGREEMENT TO RULES: All participation in this Contest shall be governed by these Official Rules. By participating in the Contest, you ("You" "Your" or "Entrant") fully and unconditionally agree to be bound to and accept these Official Rules and any additional terms and conditions specific to the Contest communicated by Sponsor. By participating, You agree to be bound to the decisions of the Sponsor (and its authorized representatives), which are final and binding in all matters. By submitting an Entry (defined below), each Entrant agrees to be contacted by Sponsor with Contest related communications.
- **4. PROMOTION PERIOD:** This Contest begins on September 29, 2023 at 8:00 a.m., Central Standard Time ("CST") and ends on November 17, 2023 at 11:59 p.m. CST ("Promotion Period"). Sponsor's clock/server/computer is the official time keeping device for this Contest. All Entries (defined below) must be received within during the Promotion Period. All Entries must also comply with the entry requirements set forth in these Official Rules. All Entries submitted after the Promotion Period has ended will not be accepted. You are solely responsible for determining the correct time zone in its respective jurisdictions. Contest Entities disclaim all liability or responsibility relating thereto.
- **5. HOW TO ENTER:** No purchase or payment is necessary to enter or to win. During the Promotion Period, You may enter the Contest by (a) completing a personal details application, and (b) completing the scholarship essay questions (500-800 words) and following the on-screen instructions provided by Sponsor to enter the Contest ("Entry").

No other form of entry into the Contest will be permitted. Unless otherwise provided by Sponsor, all Entries become the property of Sponsor and will not be returned to the Entrant. Entries must adhere to the representations and requirements of entry set forth in Section 6. Limit one (1) Entry; multiple Entries will not be accepted. Normal internet access or device usage charges imposed by mobile carriers may apply to Entries submitted via mobile device. Messaging & data rates apply to internet access via mobile devices. Other charges may apply; check with the applicable mobile carrier for rates/details. Consent may not be condition of purchase or imposition of messaging, data rates and other charges imposed by mobile carriers.

### **6. REPRESENTATIONS, WARRANTIES AND REQUIREMENTS OF ENTRY**

- a. By submitting an Entry, You agree that Contest Entities are not responsible for any unauthorized use of Entries by third parties. Contest Entities do not guarantee the posting of any Entry. Entries generated by script, macro or other automated means or which subvert the Entry process, are void.
- b. By submitting an Entry, You represent and warrant that the work submitted is original to You and that neither it nor its contents infringes upon or violates the rights of any third party. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.
- c. Requirements of Entry: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:
  - i. Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
  - ii. Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
  - iii. Is obscene or offensive; endorses any form of hate or hate group;
  - iv. Appears to duplicate any other submitted entries;
  - v. Defames, misrepresents or contains disparaging remarks about other people or companies;

- vi. Communicates messages or images inconsistent with the positive images or good will to which Sponsor wishes to associate; or vii. Violates any law.
- d. By submitting an Entry, You represent and warrant that Your Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, You warrant and represent that You consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.
- e. By submitting an Entry, You acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by You, and You waive any and all claims You may have had, may have, or may have in the future, that any other Entry reviewed or used by Sponsor may be similar to Your Entry and You understand that You will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.
- f. By submitting an Entry, You acknowledge and agree that You will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights in these Official Rules. You also grant Sponsor a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate Your Entry, including without limitation the right to distribute all or part of Your Entry in any media formats through any media channels.

## 7. WINNER SELECTION AND NOTIFICATION

- a. After the Promotion Period has ended, the Sponsor will select a panel of neutral judges ("Judges"). The top four Entries will be selected by the Judges based on five categories of equal weight for a total of 25 points:
  - i. Answers questions clearly, includes required information;
  - ii. Exhibits personal passion for cyber;
  - iii. Reveals merit/character qualifying for category
  - iv. Shares personal goals and aspirations; and
  - v. Demonstrates intent to utilize scholarship for meeting goals.

### b. Limit one (1) prize per household for the entire Promotion Period.

- c. The potential prize winner will be notified by Sponsor via email. within ten (10) days following the Sponsor's selections for the Contest. Prize awards are subject to verification of eligibility and compliance with these Official Rules.
- 8. PRIZES: Each winner will receive one live Infosec boot camp with maximum value at \$5,000 USD. Additional terms and conditions may apply.
- 9. CLAIMING THE PRIZE: The potential winner will be subject verification, including verification of age. If the winner is deemed by Sponsor to be ineligible or not to have complied with these Official Rules then the prize will be forfeited by the potential winner. The potential winner must provide Sponsor with all information required to claim the prize (including tax identification information). The potential winner shall sign and return to Sponsor a liability and publicity release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the "Required Documentation") by a date determined by Sponsor in form and substance satisfactory to Sponsor. If any of the Required Documentation is not timely completed, signed, and returned, then the prize will be forfeited by the potential winner and an alternate winner may be selected from among all eligible entries timely received, if time permits. Sponsor will endeavor to deliver the prize within thirty (30) days of receipt of the Required Documentation. Sponsor will deliver the prize to the winner's email address on file with the Sponsor. Contest Entities are not responsible for any undelivered emails, messages or any other communications, including but not limited to those that are not received because of the winner's privacy or spam filter settings that may divert any email, message or other Contest related email to a spam or junk folder.
- 10. TAXES: The winner is solely responsible for any and all federal, state, municipal and local taxes, fees and other government assessments associated with receipt and use of a prize or participation in this Contest. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the prize is claimed will be followed, and the winning Teams may be issued an Internal Revenue Service Form W-2G or Form 1099 by Sponsor (if required), which the winner will be required to sign at a time and in a manner determined by Sponsor in its sole discretion.

# 11. GENERAL

- a. Sponsor reserves the right in its sole discretion to disqualify any individual who: (i) tampers or attempts to tamper with the operation of the Contest, including the entry process or the Sponsor's website; (ii) violates the Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
- b. Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission (including availability or accessibility of the internet), incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture Entry or other information. Contest Entities are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from downloading materials from or use of any Website. If, for any reason, the Contest or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, force majeure, technical or other failures

or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or element thereof and select the winning Entrant from non-suspect, eligible entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising or promotional materials relating to this Contest, these Official Rules shall govern.

- c. Sponsor shall have no responsibility or obligation to a potential winner who is ineligible for the prize, or is unable to or who does not accept the prize, for any reason.
- d. Prizes are awarded "as is" without any express or implied warranty or guarantee from Sponsor, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Only the prizes as described herein are available to be awarded; in no event will the Contest Entities be responsible for awarding more or different prizes than stated herein. Prizes cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize or any part thereof with a prize of equal or greater value. Prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise unless otherwise stated.
- e. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, YouTube, Google or any other social media or similar platform where this Contest may be promoted, advertised or otherwise used to disseminate information relating to the Contest. You understand that all information is being provided to Sponsor and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Contest may be promoted, advertised or otherwise used to disseminate information relating to the Contest. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that You are required to comply with terms and conditions of those social media platforms.
- 12. PUBLICITY RELEASE: By participating in the Contest, You grant (and agree to confirm that grant in writing, if necessary) Sponsor or Sponsor's authorized representatives the right to use Your Entry, name, biographical information, likeness, image, voice, and statements for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered, including television, internet and social media, worldwide, without notice, review or approval and without additional compensation except where prohibited by law.
- **13. PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and will be used to administer the Contest, fulfill the prize, and in Sponsor's business relationship with you. Please review Sponsor's privacy notice accessible on its website at <a href="http://www.cengage.com/privacy">http://www.cengage.com/privacy</a>. By submitting an Entry, You agree to be contacted by Sponsor with Contest related communications. The information You provide will be used as stated herein and the aforementioned policies, and for purposes of this Contest.
- 14. INDEMNIFICATION AND RELEASE OF LIABILITY: BY PARTICIPATING, YOU AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER CONTEST ENTITIES, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS, LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEBSITE, OR OTHER PARTICIPATION IN THIS CONTEST. BY ENTERING OR ACCEPTING A PRIZE, YOU COVENANT TO THE FULLEST EXTENT PERMITTED BY LAW NOT TO SUE ANY RELEASED PARTY OR CAUSE THEM TO BE SUED REGARDING ANY MATTER RELEASED ABOVE, AND NOT TO DISAFFIRM, LIMIT OR RESCIND THIS RELEASE. A WAIVER BY ONE OR MORE OF THE CONTEST ENTITIES OF ANY TERM IN THESE OFFICIAL RULES DOES NOT CONSTITUTE A WAIVER OF ANY OTHER PROVISION. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT. ANY PROVISION ADJUDGED TO BE INVALID SHALL BE STRUCK FROM THESE OFFICIAL RULES AND THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.
- 15. ADDITIONAL TERMS: In case of dispute as to the identity of any participant, the Entry will be declared made by the authorized account holder of the e-mail address, telephone number or other means used to enter the Contest. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address, telephone number or other means used issued by the service provider responsible for assigning the account, e-mail address, telephone number or other means. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the e-mail address, telephone number or other means used to enter this Contest. The sufficiency and type of such proof is subject to Sponsor's sole discretion.
- 16. FORCE MAJEURE: Contest Entities shall not be liable to participants, the winner or any other person or entity for failure to execute the Contest, or supply a prize or any part thereof, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist act, cyberattack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemics, pandemics, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond their reasonable control.
- **17. DISCLAIMERS:** Sponsor is not responsible for lost, late, or misdirected Entries, or telecommunication or hardware or software failures, including by reason of any bug or computer virus or other failure. Sponsor may cancel, modify, or terminate the Contest (including winner selection and prizes) without prior notice if it is not capable of completion as planned, including by reason of infection of computer virus, tampering, unauthorized intervention, force majeure or technical difficulties of any kind.
- 18. 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 AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES, WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR

ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND EACH ENTRANT CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION OVER HIM OR HER BY ANY SUCH COURTS FOR PURPOSES OF ANY SUCH ACTION OR PROCEEDING. NO ENTRANT WILL BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. EACH ENTRANT FURTHER AGREES THAT ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES OR COSTS.

If any provision of these Official Rules shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and such illegal, invalid, or unenforceable provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law. Variations in the form of defined terms used in the Sweepstakes are included in the defined terms. Unless the context otherwise requires, the term "or" is used in its exclusive sense ("and/or").

The terms of these Official Rules shall be binding on each Entrant, his/her legal representative, heirs, beneficiaries, executors, successors and/or assigns.

**19. SEVERABILITY:** The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

**20. WINNERS' LIST:** To obtain a list of the winning names, email a request to Camille Raymond, Customer Marketing Manager, Infosec <a href="mailto:camille.raymond@cengage.com">camille.raymond@cengage.com</a> within thirty (30) days of the end of the Promotion Period.