

Samsung® "Climate Superstars"

Sweepstakes Official Rules

*10/26/20: Due to the current COVID-19 national status, Samsung, in its sole discretion, has extended the deadline for the "task completion date" to November 13, 2020. Please note: Entrants must still register no later than 11:59:59 p.m. on October 30, 2020 to receive this extension. Please see **red text** below for revised date changes.*

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY COMPLETING AND SUBMITTING AN ENTRY FORM FOR THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

Use of data: By entering, you understand that you are providing your information to the Sponsor, Administrator, Judges and Sweepstakes partners. The information you provide will only be used in accordance with their respective privacy policies which may be viewed as follows: Sponsor's: <http://www.samsung.com/us/common/privacy.html> Administrator's <https://cfapromo.com/privacy> and by the Sweepstakes partners NEEF <https://www.neefusa.org/privacy-policy> and EPA <https://www.epa.gov/privacy/privacy-and-security-notice> and Rallyware, Inc. <https://www.rallyware.com/privacy>

1. ELIGIBILITY: This Contest is not open to the general public. The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, and legal residents of Puerto Rico, who are twenty one (21) years of age or older and currently employed as full-time teacher/educator in a public Middle School, grades 6-8, including State or Federally Funded Expanded Learning Programs and Charter Schools that are 50% or more publicly funded ("Entrant"). Home School, privately funded Charter School (less than 50% publicly funded), and Private School, are not eligible to participate or win. Employees of Samsung Electronics America, Inc. ("Sponsor"), Cohen-Friedberg Associates, LLC ("Administrator"), Rallyware, Inc. ("Judges"), the U.S. Environmental Protection Agency-Office of Air and Radiation ("EPA"), the National Environmental Education Foundation ("NEEF") and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the "Sweepstakes Entities"), and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. Subject to all applicable federal, state and local laws and regulations.

ENTRY NOTE: Entrants are responsible for confirming whether their school has any policies or restrictions concerning participation in Sweepstakes such as this prior to entering. The awarding of prizes is subject to such school policies. If, for any reason, any school is unable to accept a prize, including due to school policies, prize will be forfeited and Sponsor will not have any further obligation to such school. **Prizes will be awarded to the school for the benefit of the teacher/educator submitting the entry.** By entering the Sweepstakes, you authorize the

Sponsor, Administrator and Judges to communicate with you via email, phone, voice mail messaging or by text messaging to communicate Sweepstakes information.

2. ENTRY DATES: The Sweepstakes will consist of one (1) drawing to award five (5) Prize Bundles (each a “Prize”). Registration begins on Saturday, August 15, 2020 and ends on Friday, October 30 (“Registration Period”). The Sweepstakes begins Monday, October 19, 2020 at 12:00:01 a.m. Eastern Time (“ET”) and ends at 11:59:59 p.m. ET on **Friday, November 13, 2020** (“Sweepstakes Period”). To be entered in to the drawing for the prize packages, an Entrant must be awarded a minimum of seven (7) Sweepstakes points (See rules #3 below). Random drawing to be conducted on or about **Monday, November 23, 2020**.

3. HOW TO ENTER: Entrants may visit <https://climatesuperstars.rallyware.com> during the Registration Period from Saturday, August 15, 2020 through Friday, October 30, 2020 and follow the directions to complete and submit the Official Entry Form (collectively, the “Entry”). This Sweepstakes focuses on the challenge to young people to take actions that help save energy in the home and classroom, lessen their impact on the environment and raise awareness about climate change and energy efficiency (the “Challenge”). Once registered and approved, Entrants will be issued a tracking account to view Challenges, submit narratives, and monitor their point progress.

EARNING POINTS: Each business day (Monday-Friday) during the first two weeks of the Sweepstakes Period, visit <https://climatesuperstars.rallyware.com> to view that day’s new challenge (ten (10) challenges in all). When you complete the challenge you will earn the respective challenge Sweepstakes point (“Points”). Entrants will have until **Friday, November 13, 2020** at 11:59:59 p.m. ET to earn at least seven (7) Points, one of which needs to be earned by taking the ENERGY STAR Pledge in order to be entered in to the Prize drawing.

Only Challenge replies that are submitted during the Sweepstakes Period according to these Official Rules and otherwise fully compliant with these Official Rules will be valid entries and eligible for Points.

If you opt to access the Sweepstakes via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers’ rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone’s capabilities for specific instructions. Sponsor is not responsible for any charges.

LIMIT: One (1) registration Entry per person over the Sweepstakes Period. Multiple registration Entries received from any person or e-mail address in excess of the stated limitation will be void. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules (the “Official Rules”) and the decisions of the Sponsor, Administrator and Judges as legally binding in all respects.

4. RANDOM DRAWING: **Only Entrants who have recorded seven (7) or more Points, including submitting the ENERGY STAR Pledge during the Sweepstakes Period will be entered in to the Sweepstakes drawing.**

A random drawing will be conducted by the Administrator on or about **Monday, November 23, 2020**, from all eligible entries received during Sweepstakes Period to select the Prize-winning Entries. The Administrator's decisions shall be final and legally binding in all respects and not subject to further review in any forum.

5. PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

Five (5) Prize Bundles: Each Winner will receive the following:

One (1) Flip 2 55" All-in-One Digital Flipchart ARV \$2,199

- 55" 4K UHD digital flipchart with a smooth and familiar pen-to-paper-like writing experience for making teaching, meetings and brainstorming more productive.
- Touch out functionality allowing users to sync their personal devices with the Samsung Flip for real-time content sharing and control
- Stores your materials securely, then lets you share all the notes via email, network, thumb drive or even printouts if you want.

One (1) Flip 2 Stand STN-WM55R ARV \$499

A portable, wheel-based stand for the Samsung Flip 2 55" digital flipchart that empowers you to start teaching anywhere, anytime.

ARV of each Prize Bundle is \$2,698

Total ARV of all prizes is \$13,490

Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All approximate retail values are subject to change based on, among other things, normal price fluctuations associated with the electronics marketplace. Sponsor reserves the right to deny the prize to winner who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person with no further compensation.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Advisor may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the prize (or portion thereof) with one of comparable or greater value. Winner will be responsible for all taxes, if any (including federal, state and local taxes) and other costs and expenses associated with the acceptance and use of a prize (or any portion thereof) not included with prizes as awarded, including, but not limited to, installation and costs of any service, including any telephone or cable service. Prizes will be awarded to the School for the benefit of the teacher/educator. Winner will be responsible for any expenses associated with acceptance and use of the prize except as expressly stated in these Official Rules. All prize details are at the sole discretion of the Sponsor. **All required documents (if any) must be executed and returned to the Administrator prior to receiving a prize.**

6. WINNER NOTIFICATION AND PRIZE ACCEPTANCE: Prize winner will be notified via email or phone as determined by the Administrator and at its sole discretion based on the information the potential winner provided when registering in each Sweepstakes. Prize winner will be notified

within three (3) business days of the drawing. If the potential winner does not respond within three (3) business days of the initial notification attempt, the potential prize winner will be disqualified and an alternate potential prize winner may be selected from the relevant drawing. Once eligibility has been verified and the Sponsor receives the prize winner's requested information, the Sponsor will arrange to award the prize (see Rules #1 above).

Prize winner will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits") as well as any other documents required by Sponsor, all of which must be received fully-executed within ten (10) calendar days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected from the relevant drawing. Prize winner further grants full permission to the Sponsor and their respective officers, directors, employees, agents, successors, and assigns, Sweepstakes agency and anyone authorized by any of them, to use winner's entry, name, photograph, likeness, voice and biographical data, in whole or in part, in any and all media for the purposes of advertising, publicity and trade without additional compensation or right of approval.

7. ENTRY NOTES. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the prize based on eligible entries received prior to the cancellation.

Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Sponsor is not responsible for problems with any Sweepstakes-related information or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Sweepstakes.

8. DISCLAIMER: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 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.

If the prize or the prize notification is returned as undeliverable or any non-compliance with these Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the prize and an alternate winner may be selected.

Prize will be awarded only if the prize winner fully complies with these Official Rules.

9. LIMITATION OF LIABILITY: Neither Sponsor, Administrator, the Sweepstakes Entities, prize suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the “**Released Parties**”) shall be held responsible for, and Entrant hereby release the Released Parties from, any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant’s computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Sweepstakes; (vi) use of any prize; and (vii) the drawing process including the outcome of the Sweepstakes.

10. GENERAL CONDITIONS: The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled, or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants’ or to any other person’s computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. **CAUTION:** ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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 PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of cancellation, Sponsor will award the prize from among all

eligible, non-suspect entries received prior to cancellation by random drawing. The use of any automated entry software or any other mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor or Administrator. Entrants, by participating, agree that Sponsor and its respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes.

11. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of New Jersey or the appropriate Court located in Bergen County in the state of New Jersey; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and 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 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 Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

12. WINNERS LIST: To obtain the names of the winners (**available after 12/07/20**), send a self-addressed stamped envelope to: Samsung Climate Super Stars ("Winners"), PO Box 2242, Framingham, MA 01703-2242. All such requests must be received by **12/14/20**.

Sponsor: Samsung Electronics America, Inc., 85 Challenger Rd., Ridgefield Park, NJ 07660.

Judges: Rallyware, Inc., 620 Folsom Street, Suite 100, San Francisco, CA 94107.

Administrator: COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702.
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