

BRAINPOP® MOBY AWARDS: CLASS OF THE YEAR GIVEAWAY
Terms and Conditions

1. GENERAL RULES: This BRAINPOP GIVEAWAY MOBY AWARDS: CLASS OF THE YEAR GIVEAWAY (this “Giveaway”) is brought to you by BrainPOP LLC, a limited liability company having an address at 71 West 23rd Street, New York, NY 10010 (“Sponsor”, “we” or “us”), and is governed by the terms and conditions (“Terms and Conditions”) contained herein.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

THIS GIVEAWAY IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PLEASE NOTE THAT A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR ODDS OF WINNING.

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM®, FACEBOOK®, META®, OR X. BY ENTERING THIS GIVEAWAY AND AGREEING TO THESE TERMS, YOU COMPLETELY RELEASE INSTAGRAM® AND FACEBOOK® FROM ALL LIABILITY RELATED TO THIS GIVEAWAY.

You have not yet won any Prize, and you may not win any Prize despite your entrance or participation in the Giveaway.

2. ELIGIBILITY: To be eligible to enter this Giveaway, you must be a legal resident of one of the fifty states of the United States or of the District of Columbia and must be at least 18 years old at the time of entry. Additional restrictions may apply. Any employees, principals, directors, officers, suppliers, distributors, independent contractors, or agents of Sponsor or of Sponsor’s parent companies, affiliates, subsidiaries, and members of their immediate families or households of are not eligible to enter this Giveaway. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

3. AGREEMENT TO THESE TERMS AND CONDITIONS: By participating in this Giveaway you fully and unconditionally agree to and accept these Terms and Conditions and acknowledge and agree that all decisions made by the Sponsor are final and binding in all matters related to this Giveaway.

4. GIVEAWAY PERIOD: This Giveaway will start on or around at 12:01 A.M. Eastern Standard Time on Monday, April 1, 2024, and will end on or around 11:59 P.M. Eastern Standard Time on April 29, 2024 (“Giveaway Period”). Sponsor is the official timekeeper for the Giveaway.

5. HOW TO ENTER THE GIVEAWAY: For a chance to win a Prize, you must do each of the following:

- a) During the Giveaway Period, visit <https://go.brainpop.com/25th-anniversary>; and

- b) Follow the links and instructions to complete and submit a valid and correctly completed registration form including a valid email address. All entries must be received prior to 11:59 P.M. Eastern Standard Time on April 29, 2024. Please note that any late, damaged, illegible, incomplete, or incorrect entries will not be eligible for inclusion in the random drawing.

OR

- a) During the Giveaway Period, visit <https://go.brainpop.com/25th-anniversary>; and
- b) Follow the links and instructions to complete, at minimum, the required questions, and submit a valid and correctly completed registration form including a valid email address. All entries must be received prior to 11:59 P.M. Eastern Standard Time on April 29, 2024. Please note that any late, damaged, illegible, incomplete, or incorrect entries will not be eligible for inclusion in the random drawing.

You may be given the option, **but you do not have the obligation**, to provide certain answers to questions or feedback about your experience with BrainPOP. **Providing such answers is 100% OPTIONAL and is not a condition to entering into this Giveaway and providing such content will not increase your chances of winning.**

If you choose to submit any such content to us, such content must be anonymized, meaning it should not contain references to any personally identifiable information of third parties (including without limitation any references to names, schools, addresses, social media accounts or usernames, email addresses and/or phone numbers, any personally identifiable information pertaining to students, any educational records or student records, including those protected by the Family Educational Rights and Privacy Act (FERPA) and other similar laws). You also agree not to submit any content to us that contains any defamatory, malicious, indecent, or other inappropriate content. You hereby affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to submit any content that you submit and that any content submitted by you does not that infringe on any rights of third parties, including, but not limited to copyright, trademark or other intellectual property rights and does not violate any third party's right of privacy or right of publicity. By submitting any content to us you hereby grant Sponsor and Sponsor's parent companies, affiliates and subsidiaries, a worldwide, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, reproduce, distribute, prepare derivative works of, and display such content in any form or medium. Sponsor, in its sole discretion, may publish any of the content submitted on its website and its affiliated websites ("Sponsor's Website"). You acknowledge and agree that any content you submit may be utilized by users of Sponsor's Website in various ways over which, Sponsor does not have any control and you expressly release Sponsor from any claims with respect to any use of any such stories or content by any third parties.

BY SUBMITTING A REGISTRATION FORM TO ENTER THIS GIVEAWAY YOU AGREE TO RECEIVE NEWS, OFFERS AND OTHER PROMOTIONAL MATERIALS

FROM AND ABOUT BRAINPOP AND ITS AFFILIATES VIA EMAIL, SMS, PHONE AND MAIL. YOU HEREBY CONSENT TO BRAINPOP, ITS AFFILIATES AND SERVICE PROVIDERS PROCESSING YOUR PERSONAL DATA FOR THESE PURPOSES AND AS DESCRIBED IN THE PRIVACY POLICY (https://www.brainpop.com/about/privacy_policy/). YOU CAN OPT OUT OF RECEIVING NEWS, OFFERS AND OTHER PROMOTIONAL MATERIALS AND CAN WITHDRAW THIS CONSENT AT ANY TIME BY EMAILING LEGAL@BRAINPOP.COM.

6. LIMITS. Participation in this Giveaway is limited to one entry per person. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the one entry by using multiple or different email addresses, logins, registrations, identities, pseudonyms, or any other methods will void that entrant's entries. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

7. PRIZE DETAILS: Six (6) Prizes as follows: six (6) prize winners will be selected on April 30, 2024, after the Giveaway Period and will each receive: (i) ONE \$150 Visa® Gift Card, (ii) ONE “Moby” themed Stanley® cup; and (iii) ONE “BrainPOP” Tote Bag which have an aggregate approximate retail value (“ARV”) of \$240 (the above prizes are referred to in these Terms and Conditions each as a “Prize” and collectively, the “Prizes”).

Prize winners will also automatically be entered for a chance to win our BRAINPOP® MOBY AWARDS: CLASS OF THE YEAR CONTEST which is governed by separate Terms and Conditions <https://go.brainpop.com/25th-anniversary>. If you do not want to be entered into the BRAINPOP® MOBY AWARDS: CLASS OF THE YEAR CONTEST, you can opt out before 11:59 PM on Sunday, May 5, 2024, by emailing us at social@brainpop.com.

Each Prize winner will be notified by email to the email address provided to the Sponsor upon entry. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. 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. Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

WHILE PRIZES MAY CONTAIN GOODS OR SERVICES OF THIRD PARTIES, NEITHER SPONSOR NOR THIS GIVEAWAY ARE AFFILIATED, ASSOCIATED, AUTHORIZED, SPONSORED OR ENDORSED BY, OR IN ANY WAY OFFICIALLY CONNECTED WITH ANY SUCH THIRD PARTY. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE AS A PRIZE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL PRODUCT AND COMPANY NAMES ARE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE HOLDERS. USE OF THEM DOES NOT IMPLY ANY AFFILIATION WITH OR ENDORSEMENT BY THEM.

8. ODDS OF WINNING: Please note that the odds of winning a Prize will depend on the number of eligible entries received during the Giveaway Period.

9. DRAWING AND AWARDING OF PRIZE: The winners of this Giveaway will be selected in a random drawing from among all eligible entries received during the Giveaway Period. Such random drawing will take place on April 30, 2024, following the end of the Giveaway Period. On May 4, 2024, the Sponsor will notify the selected winners by email sent to the email address provided by the selected winner upon entry in this Giveaway. Please note that the Sponsor shall not be liable for any delays or unsuccessful efforts in notifying the selected winner. In the event that the selected winner is 18 years of age or older, but has not yet attained the age of majority in his/her jurisdiction of residence, the Sponsor will award the Prize to the selected winner's parent or legal guardian, unless doing so is otherwise prohibited by law.

In order to claim the Prize, the winner must comply with the Terms and Conditions contained herein, the terms of use related to such Prize on Sponsor's website, (available at <https://go.brainpop.com/25th-anniversary>), comply with all applicable laws or regulations, and must complete, sign and return to the Sponsor an Affidavit of Eligibility and Release of Publicity and Liability and fulfill any such other requirements as determined by the Sponsor within fifteen (15) days of the notification or attempted notification by Sponsor. In the event that the selected winner does not claim the Prize or provide an Affidavit of Eligibility and Release of Publicity and Liability to the Sponsor within fifteen (15) days of the notification or attempted notification by Sponsor, the selected winner will be deemed to have forfeited the Prize and the Sponsor may, at its sole discretion, conduct an additional random drawing among all remaining eligible entries to select an alternative winner.

Please note that the selected winner's failure to comply with all of the applicable laws and regulations and/or the selected winner's violation of any of the terms and conditions contained herein will result in such selected winner being deemed un-eligible to receive the Prize and such winner will be disqualified from the Giveaway.

10. PUBLICITY: Except where prohibited by law, by using or accepting the Prize, the winner consents to Sponsor's and its agents' use of the winner's name, photo, school, city, state, likeness, and any comments, statements, testimonials or other feedback, whether written or oral, made by or attributed to him/her which relate to the Sponsor or this Giveaway for advertising and publicity purposes, in any media, worldwide, and without additional payment or compensation.

11. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Giveaway, you agree to release and forever discharge the Sponsor, its directors, officers, employees, agents,

promotional partners, representatives, suppliers, distributors, independent contractors, parent companies, affiliates, subsidiaries, and attorneys, their respective heirs, directors, employees, agents, executors, administrators, successors, and assigns (the "Released Parties") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the Released Parties, you may have in connection with the Giveaway and/or with the acceptance, use or misuse of the Prize(s).

The Released Parties shall not be responsible for (i) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (ii) technical failures of any kind; (iii) unauthorized human intervention in any part of the Giveaway; (iv) technical or human error which may occur in the administration of the Giveaway, or the capturing or transfer of winner information; (v) any late, lost, or undeliverable mail or e-mail; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt of the Prize(s). Entrant waives the right to claim any damages, including, but not limited to, punitive, consequential, direct, or indirect damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. Entrant further agrees that in no event shall the Released Parties be liable for attorney's fees.

No more than the stated number of Prizes will be awarded. In the event that for any reason more than the stated number of Prizes as set forth in these Terms and Conditions are made available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all persons who were erroneously notified as Prize winners.

12. MISCELLANEOUS ADDITIONAL TERMS AND CONDITIONS: The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Terms and Conditions, or in an unsportsmanlike or disruptive manner. In the event that an entrant attempts to undermine the legitimate operation of any part of the Giveaway, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by applicable law. The Sponsor's failure to enforce any of the provisions contained herein shall not constitute a waiver of that provision.

Sponsor reserves the right to modify, suspend, or cancel this Giveaway or any part of it at any time if the Sponsor, in its sole discretion, determines that any fraud, human error, technical failures or any other factors, including but not limited to tampering, fraud, unauthorized intervention or any other cause which impairs the integrity or proper functioning of the Giveaway, as determined by the Sponsor in its sole discretion. At its sole discretion, Sponsor reserves the right to disqualify any person it deems to be attempting to defraud or tamper with the Giveaway in any way.

13. DISPUTES AND APPLICABLE LAW: By entering the Giveaway, you agree that the laws of the State of New York, without regard to principles of conflicts of laws, will govern these

Terms and Conditions and any dispute of any sort that might arise between you and the Sponsor. Any dispute relating in any way to this Giveaway, these Terms and Conditions or the Prize shall be solely adjudicated in the New York County Supreme Court of the State of New York, or in the U.S. Federal District Court located in New York County, New York, and you consent and submit to exclusive jurisdiction and venue in such courts.

14. CHANGES AND SEVERABILITY: Sponsor reserves the right to make changes to these Terms and Conditions any time. If any of the terms or conditions contained herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

15. OFFICIAL RULES AND WINNER'S NAME: To obtain a copy of the name of the Giveaway winner or of these Terms and Conditions, please mail your request along with a stamped, self-addressed envelope to: BrainPOP LLC Giveaway - Request for Terms and Conditions/Winner's Name, 71 West 23rd Street, 17th Floor, New York, NY 10010. All requests must be received no later than May 30, 2024.

16. PRIVACY: All information collected from entrants in this Giveaway will only be used in accordance with the applicable data protection regulations and with the Sponsor's Privacy Policy: https://www.brainpop.com/about/privacy_policy/.

17. CONTACT: BrainPOP, 71 West 23rd Street, 17th Floor, New York, NY 10010, legal@brainpop.com, 212-574-6000

BRAINPOP® MOBY AWARDS: CLASS OF THE YEAR CONTEST
Terms and Conditions

1. GENERAL RULES: This **BRAINPOP® MOBY AWARDS: CLASS OF THE YEAR CONTEST** (“Contest”) is brought to you by BrainPOP LLC, a limited liability company having an address at 71 West 23rd Street, New York, NY 10010 (“Sponsor”, “we”, “us”), and is governed by the below terms and conditions (these “Terms and Conditions”).

THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PLEASE NOTE THAT NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST AND THAT A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR ODDS OF WINNING.

YOU ARE NOT REQUIRED TO POST, PIN, SHARE, TAG OR OTHERWISE PUBLISH CONTENT REGARDING THIS CONTEST OR BRAINPOP, OR BRAINPOP’S PRODUCTS AND SERVICES IN ORDER TO ENTER THIS CONTEST.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM®, FACEBOOK®, META®, OR X. BY ENTERING THIS CONTEST AND AGREEING TO THESE TERMS, YOU COMPLETELY RELEASE INSTAGRAM® AND FACEBOOK® FROM ALL LIABILITY RELATED TO THIS GIVEAWAY.

2. ELIGIBILITY: To be eligible to enter this Contest, you must be a winner of the **BRAINPOP® MOBY AWARDS: CLASS OF THE YEAR GIVEAWAY** which is governed by separate Terms and Conditions <https://go.brainpop.com/25th-anniversary>, a legal resident of one of the fifty states of the United States or of the District of Columbia and must be at least 18 years old at the time of entry. **Eligible winners of the BRAINPOP GIVEAWAY will automatically be entered into the BRAINPOP CONTEST. If you do not want to be entered into the BRAINPOP CONTEST, you can opt out before 11:59 PM on Sunday, May 5, 2024, by emailing us at social@brainpop.com** Any employees, principals, directors, officers, suppliers, distributors, independent contractors, or agents of Sponsor or of Sponsor’s parent companies, affiliates, subsidiaries, and members of their immediate families or households of are not eligible to enter this Contest. Eligibility may be verified by us at any time.

You hereby affirm, represent, and warrant that the school or the educational institution with which you are affiliated has full knowledge of your actions and has consented in all respects and agreed to be bound by the terms of your entry into this Contest in all respects.

3. AGREEMENT TO THESE TERMS AND CONDITIONS: By participating in this Contest you fully and unconditionally agree to and accept these Terms and Conditions. You acknowledge and agree that all decisions made by the Sponsor are final and binding in all matters related to this Contest.

4. CONTEST PERIOD: This Contest will start on or around at 12:01 A.M. Eastern Standard Time on May 6, 2024, and will end on or around 11:59 P.M. Eastern Standard Time on May 10, 2024 (“Contest Period”).

5. HOW TO ENTER: Eligible winners of the BRAINPOP GIVEAWAY (“Giveaway Winner”) will automatically be entered into this Contest. If you do not want to be entered into the Contest, you can opt out before 11:59 PM on May 5, 2024, by emailing us at social@brainpop.com. Voting is open to the public, who will vote for the winner of this Contest on our website <https://go.brainpop.com/25th-anniversary> the Contest Period.

6. GRANT OF LICENSE. By entering into the Contest, you grant Sponsor and Sponsor’s parent companies, affiliates and subsidiaries, a worldwide, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, reproduce, distribute, prepare derivative works of, and publish and display your photo, school, city, state, likeness, and any comments, statements, testimonials or other feedback, whether written or oral, made by or attributed to you which relate to the Sponsor or this Contest (your “Content”). You agree that Sponsor, in its sole discretion, may publish any of your Content submitted on its website and its affiliated websites (“Sponsor’s Website”). You acknowledge and agree that any content you submit may be utilized by users of Sponsor’s Website in various ways over which, Sponsor does not have any control and you expressly release Sponsor from any claims with respect to any use of any such stories or content by any third parties.

7. SELECTION OF WINNER: There will be a total of *ONE (1)* winner of this Contest. The winner of this Contest will be the Giveaway Winner that received the most amount of votes from the public during the Contest Period. On or before May 13, 2024, the Sponsor will notify the selected winner by email sent to the email address provided by the selected winner. Please note that the Sponsor will not be liable for any delays or unsuccessful efforts in notifying any of the selected winners.

In order to claim its Prize, the selected winner must comply with these Terms and Conditions, comply with all applicable laws or regulations, and must contact the Sponsor at the address stated below and complete, sign and return to the Sponsor an Affidavit of Eligibility and Release of Publicity and Liability and fulfill any such other requirements as determined the Sponsor within fifteen (15) days of the notification or attempted notification by Sponsor. In the event that the selected winner does not claim the Prize(s) or provide an Affidavit of Eligibility and Release of Publicity and Liability to the Sponsor within fifteen (15) days of the notification or attempted

notification by Sponsor, such selected winner will be deemed to have forfeited their Prize. In the event that a winner does not sufficiently claim their prize in accordance with these Terms and Conditions, Sponsor may, at its sole discretion, select a winner from the remaining qualified entrants with the most amount of votes from the public during the Contest Period.

Please note that a selected winner's failure to comply with all of the applicable laws and regulations and/or the selected winner's violation of any of these Terms and Conditions will result in such selected winner being deemed un-eligible to receive the Prize and such winner will be disqualified from the Contest.

8. PRIZE DETAILS: The following Prize will be awarded to the winner of the Contest: ONE (1) Apple® iPad 10.2-inch (9th generation)(silver color) with an approximate retail value ("ARV") of \$329 (the "Prize"). The Prize is non-transferable and no cash alternative or other Prize substitution is permitted except at the sole discretion of the Sponsor. The Sponsor, in its sole discretion, reserves the right to substitute the Prize or any component thereof for one of equal or greater value. The winner shall have sole responsibility for paying all taxes, fees and surcharges in connection with the receipt or use of any of the Prize.

WHILE PRIZES MAY CONTAIN GOODS OR SERVICES OF THIRD PARTIES, NEITHER SPONSOR NOR THIS CONTEST ARE AFFILIATED, ASSOCIATED, AUTHORIZED, SPONSORED OR ENDORSED BY, OR IN ANY WAY OFFICIALLY CONNECTED WITH ANY SUCH THIRD PARTY. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE AS A PRIZE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL PRODUCT AND COMPANY NAMES ARE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE HOLDERS. USE OF THEM DOES NOT IMPLY ANY AFFILIATION WITH OR ENDORSEMENT BY THEM.

9. ODDS OF WINNING: Please note that the odds of winning the Prizes will depend on the number of votes received for each entrant during the Contest Period. We cannot guarantee that any particular entrant will have particular odds of winning or that you will win the Prize and we expressly make no representations to that effect whatsoever.

10. PUBLICITY: Except where prohibited by law, by being entered into the Contest and/or by using or accepting the Prize, the winner consents to Sponsor's and its agents' use of the winner's name, photo, school, city, state, likeness, and any comments, statements, testimonials or other feedback, whether written or oral, made by or attributed to him/her which relate to the Sponsor or this Contest for advertising and publicity purposes, in any media, worldwide, and without additional payment or compensation.

11. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, you agree to release and forever discharge the Sponsor, its directors, officers, employees, agents, promotional partners, representatives, suppliers, distributors, independent contractors, parent companies, affiliates, subsidiaries, and attorneys, their respective heirs, directors, employees, agents, executors, administrators, successors, and assigns (the “Released Parties”) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the Released Parties, you may have in connection with the Contest and/or with the acceptance, use or misuse of the Prize.

The Released Parties shall not be responsible for (i) any technical errors related to computers, servers, providers, or telephone or network lines; (ii) any typographical or printing errors; (iii) any errors or technical failures in the administration of the Contest or the processing of entries; (iv) any late, lost, or undeliverable mail or email; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of the Prize. Entrant waives the right to claim any damages, including, but not limited to, punitive, consequential, direct, or indirect damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. Entrant further agrees that in no event shall the Released Parties be liable for attorney's fees.

12. MISCELLANEOUS ADDITIONAL TERMS AND CONDITIONS: The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Terms and Conditions. In the event that an entrant attempts to undermine the legitimate operation of any part of this Contest, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by applicable law. The Sponsor's failure to enforce any of the provisions contained herein shall not constitute a waiver of that provision.

Sponsor reserves the right to modify, suspend, or cancel this Contest or any part of it at any time if the Sponsor, in its sole discretion, determines that any fraud, technical failures or any other factors, including but not limited to computer viruses, tampering, fraud, unauthorized intervention or any other cause which impairs the integrity or proper functioning of the Contest. At its sole discretion, Sponsor reserves the right to disqualify any person it deems to be attempting to defraud or tamper with the Contest in any way.

13. DISPUTES AND APPLICABLE LAW: By entering the Contest, you agree that the laws of the State of New York, without regard to principles of conflicts of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and the Sponsor. Any dispute relating in any way to this Contest, these Terms and Conditions or the Prize(s) shall be solely adjudicated in Supreme Court of the State of New York or in the U.S. Federal District Court located in New York County, New York, and you consent and submit to exclusive jurisdiction and venue in such courts.

14. CHANGES AND SEVERABILITY: Sponsor reserves the right to make changes to these Terms and Conditions any time. If any of the terms or conditions contained herein shall be deemed

invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

15. OFFICIAL RULES AND WINNER'S NAME: To obtain a copy of the name of the Contest winner or of these Terms and Conditions, please mail your request along with a stamped, self-addressed envelope to: BrainPOP LLC Contest - Request for Terms and Conditions/Winner's Name, 71 West 23rd Street, 17th Floor, New York, NY 10010. All requests must be received no later than June 13, 2024.

16. PRIVACY: All information collected from entrants in this Contest will only be used in accordance with the applicable data protection regulations and with the Sponsor's Privacy Policy: https://www.brainpop.com/about/privacy_policy/.

17. CONTACT: BrainPOP, 71 West 23rd Street, 17th Floor, New York, NY 10010, legal@brainpop.com, 212-574-6000