

Sweepstakes Official Rules

CRAYOLA EDUCATION SOCIAL MEDIA SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE, TEXT MESSAGE, OR PAYMENT NECESSARY TO ENTER.

A purchase of Crayola® products, or text message or payment, will not increase your chances of winning.

OPEN TO ALL LEGAL RESIDENTS OF ALL ELIGIBLE STATES WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED BY LAW.

The Crayola and C.F. Martin & Company Colorful Chords Sweepstakes (the “Sweepstakes”) is sponsored and administered by Crayola LLC, 1100 Church Lane, Easton, Pennsylvania, 18040. None of Facebook, Instagram, Twitter, TikTok, or its shareholders, affiliates, or subsidiaries has offered or sponsored this Sweepstakes in any way or shall have any liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded.

1. **OVERVIEW/ENTRY PERIODS:** The Sweepstakes starts on October 1, 2023, at 7:00 A.M. ET, and ends on January 26, 2024, at 11:59 P.M. ET (the “Sweepstakes Period”). Fifteen (15) Second Prize winners will be selected during the Sweepstakes period (one winner per week, selected and notified Oct 1 to January 15) via a random drawing among the eligible entries received by 11:59 p.m. ET each Friday during the Sweepstakes period. One (1) Grand Prize winner will be selected at the end of the Sweepstakes Period via a random drawing from among the eligible entries received by 11:59 p.m. ET on January 26, 2024. The random drawing will be conducted within 48 hours of the closing of the Sweepstakes Period. Potential Winners will be notified within one day after the drawing. Winners will be announced on or before February 12, 2024.
2. **ELIGIBILITY:** This Sweepstakes is offered only to permanent, legal residents of the United States who are 18 years of age or older at the time of entry. Must be an educator to win. Employees, officers, and directors of Crayola LLC, its shareholders, parent company, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (defined as spouse, parent, child, sibling, grandparent, grandchild, and the “steps” of each) and persons living in the same household of each (whether related or not) are not eligible to enter. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Crayola’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein, including but not limited to U.S. residency and age limitations. Crayola’s computer shall be the official Sweepstakes Period clock.

3. HOW TO ENTER: To enter online, visit <https://woobox.com/hjaimu> ("Website") during the Sweepstakes Period and enter the Sweepstakes. Entrant must acknowledge review of the Official Rules and satisfy any opt-in obligations at the time of entry. An entrant may enter once by properly completing the entry form. By properly completing the form, the entrant will receive one automatic entry into the prize drawing. By uploading children's artwork to the Sweepstakes Entry Form or sharing a photo of children's artwork using #CrayolaCreativityWeek, entrant will receive a second automatic entry into the prize drawing for the Grand Prize. Limit of two entries per person.
4. DRAWINGS, PRIZES, AND ODDS OF WINNING: Random drawings will be conducted for the following prizes at the end of the Sweepstakes Period, including fifteen (15) Second Prize winners (1 winner selected weekly from October 1 to January 15), and one (1) Grand Prize winner being selected at the end of the Sweepstakes Period (on January 26):

SECOND PRIZE:

- (1) LX1 Little Martin Guitar and carrying bag
- Crayola art tools, valued at \$250

GRAND PRIZE:

- (1) Hand-painted Martin Guitar with Creativity Week theming and a case/carrying bag
- Selection of musical instruments provided by School Specialty
- Crayola art tools, valued at \$1,000

The prizes consist of only the items described here. A prize winner may not assign, sell, or otherwise transfer their prize to another person. No cash redemptions will be allowed. No prize substitutions are allowed except at the discretion of Crayola or as provided herein. Prizes may be substituted by Crayola and C.F. Martin & Company in the event they become unavailable due to circumstances beyond the reasonable control of Crayola and C.F. Martin & Company. The winner(s) will be responsible for all federal, state, and local income taxes resulting from acceptances of their prize.

Odds of winning a prize depends on the number of eligible entries received in the Sweepstakes Period.

5. HOW TO CLAIM A PRIZE: The prize winners will be notified via email from education@crayola.com, with instructions on how to claim the prize. If a potential prize winner is found to be ineligible or not in compliance with these Official Rules, declines to accept their prize, or if Crayola is unable to contact a potential prize winner within two (2) business days of the date of the applicable drawing, or in the event that a prize notification is returned as undeliverable, the corresponding prize will be forfeited and, in Crayola's sole discretion, the prize may be awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. The prize winner may be required to furnish proof of identification. Before being declared a prize winner, the potential winner will be required to execute and return an Affidavit of Eligibility and Liability Release within two (2) business days from the date of contact from Crayola or its representative, or the prize may, in Crayola's sole discretion, be forfeited, and in Crayola's sole discretion, awarded to an alternate

winner in a random drawing from among the remaining entries in the applicable drawing pool.

6. **LIMITATION OF LIABILITY:** Crayola is not responsible for: (i) electronic transmission or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Crayola for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft, or destruction of, unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, or software; (iv) causes beyond Crayola's reasonable control that jeopardize the administration, security, fairness, integrity, or proper conduct of this Sweepstakes; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vi) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winners; or (vii) cheating or fraud by any entrant. All incomplete or non-conforming entries will be disqualified.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, human, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Crayola that corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Crayola reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes without notice. If the Sweepstakes is terminated prior to the end date of the Sweepstakes Period, the prize for the Sweepstakes Period will be awarded in a random drawing from among all eligible, non-suspect entries received in the Sweepstakes Period prior to the date/time of termination. Thereafter, no further drawings will be conducted and no further prizes will be awarded. Crayola reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Sweepstakes, or who acts in violation of these Official Rules or in a disruptive manner. Crayola's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CRAYOLA RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering, each entrant agrees to indemnify, release, defend, and hold harmless Crayola, C.F. Martin & Company, Facebook, Instagram, Twitter, TikTok, and their respective shareholders, parent companies, affiliates, subsidiaries, and the officers, directors, and employees of each of the foregoing (collectively, the "Released Parties") from and against any and all liability for loss, harm, damage, injury, cost, or expense whatsoever arising from or in connection with participation in the Sweepstakes or the acceptance, possession, and/or use/misuse of a prize (if awarded to them). By

accepting a prize, the winner acknowledges that Crayola and C.F. Martin & Company has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof.

7. **DISPUTES/VENUE/GOVERNING LAW:** By participating, entrants agree that (a) any and all disputes, claim, and causes of action arising out of or in connection with this Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state, or local court, (b) any and all claims, judgments, and awards shall be limited to the actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees, and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of Crayola in connection with the Sweepstakes, shall be governed by, and constructed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. **PERSONAL INFORMATION:** Any personally-identifiable information collected during entrant's participation in this Sweepstakes will be collected by Crayola and used by Crayola, its affiliates and agents, only for the purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, and in accordance with any opt-ins an entrant may have agreed to during the registration process. An opt-in affirmation is provided at the time of entry for all contestants. Crayola may only use the personally identifiable information obtained from the entrants in accordance with their privacy policy and terms of use. See here for Crayola's [Privacy Policy](#) and [Terms of Use](#).

9. GENERAL: By entering the Sweepstakes, entrants agree to abide by and accept these Official Rules and the decisions of Crayola, which shall be final and binding in all matters relating to the Sweepstakes. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, human, or other errors, more than one (1) person is notified as a potential prize winner for the same Sweepstakes drawing, a random drawing from among all such notified entrants will be held to determine the actual prize winner. All entries become the property of the Sponsor and will not be returned.
10. WINNERS: A list of prize winners will be published on [facebook.com/CrayolaEducation](https://www.facebook.com/CrayolaEducation) on or before February 12, 2024.
11. SUMMARY: Sponsored and administered by Crayola LLC. Facebook, Instagram, Twitter, and TikTok have not offered or sponsored this Sweepstakes in any way. No Purchase, text message, or payment necessary to enter and will not increase chances of winning. Starts October 1, 2023, at 7:00 A.M. ET, and ends on January 26, 2024, at 11:59 P.M. ET. Must be a legal U.S. resident aged 18 years or older. Must be an educator. Void where prohibited. Enter online at <https://woobox.com/hjaimu>.