

## Carnegie Learning, Inc. Professional Learning Survey Raffle

### FORM INTERNET SWEEPSTAKES RULES

#### OFFICIAL RULES

NO PURCHASE NECESSARY.

1. To Enter.

To enter, go to

[http://www.surveymonkey.com/s.aspx?sm=qnu9vBvqe8YHewrCQqRvqA\\_3d\\_3d](http://www.surveymonkey.com/s.aspx?sm=qnu9vBvqe8YHewrCQqRvqA_3d_3d) and complete the online Carnegie Learning, Inc. Professional Learning Survey and click "submit" or send a self-addressed postcard by November 13, 2009 to: Carnegie Learning, Inc. Professional Learning Survey, Carnegie Learning, Inc., 437 Grant Street, 20<sup>th</sup> Floor, Pittsburgh, PA 15219. No purchase or registration necessary. No mechanically reproduced entries will be accepted. All entries must be received no later than 12:00 AM (CST) on November 13, 2009. Limit one entry per person and per e-mail address. Sponsor will not verify receipt of entries. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries become property of Sponsor and will not be returned. Automated entries are prohibited, and any use of such automated devices will cause disqualification. Sponsor and its advertising and promotions agencies are not responsible for lost, late, illegible, misdirected or stolen entries or transmissions, or problems of any kind whether mechanical, human or electronic. Sweepstakes entries are the property of Sponsor and will not be returned.

2. Eligibility. Only open to Carnegie Learning, Inc. educators who are residents of the 50 United States, age 21 and older. Void where prohibited or restricted by law. Employees of Sponsor and its affiliates, its dealers, its advertising and promotional agencies, its judging organization, manufacturers or distributors of Sweepstakes materials and their immediate families in the same household are not eligible. All federal, state and local laws and regulations apply. This promotion is intended for viewing in the United States only and shall only be construed and evaluated according to United States law. You are not authorized to participate in the Sweepstakes if you are not located within the United States.

3. Prize Details. 1 Grand Prize Winner: Kindle Wireless Reading Device (Valued at \$259.00). 2 Second Prize Winners: 1GB iPod® shuffle (Valued at \$59.00). All prizes claimed will be awarded. Prize cannot be transferred, substituted or redeemed for cash except at Sponsor's sole discretion. Prize is not transferable. Federal, state and local

taxes are the responsibility of the winner. Sponsor reserves the right to substitute a prize with a prize of equal or greater value. Only one prize per family or household. If winner is deemed a minor in his/her state of residence, prize will be awarded in the name of a parent or legal guardian.

4. Drawing and Awarding of Prizes. Winner of prize will be determined in a random drawing from all entries received. Drawing will be held on or about November 16, 2009. Odds of winning are determined upon the number of entries received. Winners of the Sweepstakes will be notified by phone, email or mail no later than November 18, 2009. If potential winner cannot be reached within five (5) calendar days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected. Winner will be required to sign an affidavit of eligibility and liability/publicity release within 14 days after notification is mailed, or prize will be forfeited and awarded to an alternate winner.

5. Limitation of Liability. Winners agree that (except where prohibited) Sponsor may use winner's name, picture, portrait, likeness and voice for advertising and promotional purposes without further compensation. Sponsor, its promotional and advertising agencies, and all respective officers directors, employees, representatives and agents shall have no liability and shall be held harmless by winners for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in this Sweepstakes. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. 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 attorney's fees. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond the control of sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Sponsor and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by the sponsor, users or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or

harass any other entrants or Sponsor representatives. Offer void where prohibited and subject to federal, state and local laws.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

6. Winners List/Rules. For a winners' list or a copy of the Official Rules, send a stamped, self-addressed envelope for receipt by November 13, 2009, to Sponsor, Carnegie Learning, Inc. Professional Learning Survey, Carnegie Learning, Inc., 437 Grant Street, 20<sup>th</sup> Floor, Pittsburgh, PA 15219. Please specify rules or winner information. VT residents may omit return postage.

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