

## 2023 FRESH FILMS Educator Grant Sweepstakes Promotion Official Rules

### 1. NO PURCHASE IS NECESSARY TO ENTER OR WIN

2. To enter: The Fresh Films Educator Grant ("Educator Grant") Sweepstakes Promotion ("Promotion") begins March 24, 2023 and runs until 6 weeks after the last Industry Insights video is released (the "Promotion Period"). The Promotion is open to classroom-based educators teaching 6th to 12th grade who have access to the Educator Grant electronic entry form provided by Fresh Films. Educators can enter multiple times during the promotional period but will only be eligible to win a maximum of (1) one grant. Entries must be received electronically via Fresh Films portal located at <https://freshfilms.org/educators/>. The application page (linked from the URL) consists of watching the episode, answering specific question and providing relevant contact information

3. Eligibility: Legal residents of the United States are eligible to participate and win. In order to win, the entrant must be currently employed as a teacher, a counselor, or a similar classroom-based position at a public or private school district serving 6th to 12th grade students. Employees of Fresh Films, its subsidiaries and the immediate family of any such persons (spouse, parents, siblings, and children and each of their spouses) and persons living in the households of each of these individuals, whether related or not, are ineligible to enter and win. Individuals who have won a previous Educator Grant in the current year or previous two years are not eligible to win.

4. Drawing: A random drawing will be conducted 3 weeks after the close of the entry period shown on Fresh Films' website <https://freshfilms.org/educators/>. Up to 11 winners will be selected for Season 2. Winners will be notified via email at the email address provided on the entry form.

5. Prize: Each winner will be awarded a \$300 check payable to the school they are employed at to buy classroom materials. Eligible winners will be randomly drawn from qualifying entries in Fresh Films' sole discretion. \$3,300 will be awarded in total. No prize is transferable. The winner is solely responsible for reporting and paying applicable state and federal taxes. The winner must provide Fresh Films with a signed winners affidavit (provided by Fresh Films to winners). Fresh Films reserves the right to conduct another drawing to determine an alternative winner or not to award that winner's prize, in its sole discretion. If a prize is unclaimed, the prize may be forfeited and awarded to an alternate winner.

6. Odds: Actual odds of winning depend on the number of eligible entries received.

7. Decisions: By entering into the Promotion, entrants agree to abide by and be bound by these official rules, and to accept the decisions of Fresh Films as final. Except where prohibited by law, entrants agree to release and hold Fresh Films and each of its officers, directors, employees, members and representatives, and agents harmless from any liability or personal

injury arising from participation in the Promotion or the acceptance of a prize. Fresh Films is not responsible for stolen, lost, late, misdirected, damaged, incomplete, or illegible entries. Fresh Films reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who fails to follow these official rules or who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, obtained winner status using fraudulent means or made any misrepresentations relative to the Promotion and prize redemption.

8. **Publicity:** The winner agrees to permit Fresh Films to use his/her name and likeness, in addition to their associated school and school district, in promotional and other Fresh Films materials, without additional compensation or permission, except where prohibited by law. The winner also agrees that their name and prize amount will be given to other entrants upon request.

9. **Compliance with 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 Fresh Films in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, without regard to its choice of law provisions.

10. **Resolution of Disputes:** Except where prohibited by law, as a condition of participating in the Promotion, each participant agrees that (1) any and all disputes and causes of action arising out of or connected with the Fresh Films Educator Grant Promotion Prize Drawing or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the offices nearest to Moline, Illinois; (2) the laws of the State of Illinois will govern the enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any participant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (i.e., costs associated with entering the Promotion), and waives all rights to have damages multiplied or increased.

11. **Miscellaneous:** This promotion is void where prohibited. Fresh Films may substitute prizes of equivalent value, amend the rules or discontinue the Promotion at any time. Fresh Films disclaims any responsibility to notify participants of any aspect related to the conduct of this promotion.

12. **Promoted and Sponsored by:** Fresh Films is the sponsor of this Promotion and is headquartered at 1800 7th Ave, Suite #102 Moline, IL 61265. To inquire about the prize winners, send a stamped, self-addressed envelope to Fresh Films 1800 7th Ave, Suite #102 Moline, IL 61265