

**HEARTLAND SCHOOL SOLUTIONS**  
**MSBFIRSTDAY SWEEPSTAKES OFFICIAL RULES**  
No Purchase Necessary to Enter or Win.

1. **DESCRIPTION OF THE SWEEPSTAKES.** The “Heartland School Solutions MSBFirstDay Sweepstakes” (the “**Sweepstakes**”) is sponsored by Heartland School Solutions, located at 765 Jefferson Road, Suite 400, Rochester, NY 14623 (“**Heartland**”). The Sweepstakes begins on or about July 27, 2020 at 8:00 a.m. Eastern Time (“**ET**”) and ends on September 25, 2020 at 10:00 p.m. ET (the “**Promotion Period**”). At the end of the Promotion Period, a random drawing will be conducted to select up to seven (7) winners and one (1) grand prize winner from among all eligible entries received, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Heartland, which shall be final and binding in all respects. In the event there is a conflict between Sweepstakes materials and these Official Rules, these Official Rules shall prevail and govern.
2. **WHO MAY ENTER.** The Sweepstakes is open only to those legal residents and citizens of the United States, its commonwealths and territories (the “**Territory**”) who are at least 18 years of age or older at the time of entry. Officers, directors and employees of Heartland and persons who are immediate family members of any such directors, officers and employees (all such individuals and entities collectively referred to herein as the “**Promotion Entities**”) are not eligible to enter or win. The Sweepstakes is void where restricted or prohibited by law. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Participants must have an active MySchoolBucks account at the time of entry to be eligible to participate.
3. **HOW TO ENTER.** To participate in the Sweepstakes, during the Promotion Period, each entrant must visit the Heartland School Solutions website at <https://info.heartlandschoolsolutions.com/msb-first-day-2020-21> (the “**Website**”), download the first day of school printable (the “**Printable**”) and post a picture of your child with the Printable (the “**Photo**”) to the MySchoolBucks Facebook or Instagram account with the hashtag #MSBFirstDay during the Promotion Period.  
  
Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the privacy policy located at <https://www.myschoolbucks.com/ver2/etc/getprivacy>. Any communication or information transmitted to Heartland and/or the Website by electronic mail or otherwise will be treated as non- confidential and nonproprietary. Entrants are providing information to Heartland and not to Facebook or Instagram.
4. **ENTRY REQUIREMENTS.** Each entry into the Sweepstakes must meet ALL of the requirements set forth herein to be considered. Entries must be timely submitted during the Promotion Period. You must be the parent or legal guardian of any child featured in your Photo. The Website’s database clock will be the official time keeper for this Sweepstakes. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. 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. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.
5. **WINNER SELECTION.** At the end of the Promotion Period, winners will be selected on a rolling basis throughout the back to school season in Heartland’s sole discretion. The drawing will be conducted by Heartland or its designee, using randomization methods selected by Heartland in its sole discretion. A potential winner will be notified via direct message on their Instagram or Facebook account, as applicable, and are subject to verification and eligibility and compliance of these Official Rules by Heartland. Heartland shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential winner does not respond within the time required by Heartland, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to an alternate winner.
6. **PRIZES/ODDS.** Seven winners will be randomly selected to receive a prize of \$100 and one grand prize winner will be randomly selected to receive a prize of \$1,000. Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotional materials are for illustrative purposes only. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Heartland in its sole discretion. Each prize winner will submit any requested tax information, and shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. **Actual odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit one (1) Prize per person. The American Express® Gift Card may only be used at US merchants that accept American Express®**

**Cards, except for recurring payment. No ATM use. Funds do not expire. Not redeemable for cash, except where required by law. Additional limitations apply. Visit AmexGiftCard.com for complete terms and Cardholder Agreement. Gift Card is issued by American Express Prepaid Card Management Corporation. Licensed as a Money Transmitter by the New York State Department of Financial Services. NMLS ID# 913823. American Express is not responsible for the fulfillment of this offer.**

7. PUBLICITY RELEASE/LICENSE TO USE/REPRESENTATIONS AND WARRANTIES. Each entrant represents and warrants that they are the parent or legal guardian of the child featured in the Photo and the Photo is original. By participating in the Sweepstakes, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's Photo, name, user name, likeness, and biographical information in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, on or in connection with the Website, MySchoolBucks, or the Sweepstakes or other promotions conducted by the Promotion Entities, and each entrant hereby releases the Promotion Entities from any liability with respect thereto and/or relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
8. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Promotion Entities, Facebook, Instagram, and American Express (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Heartland assumes no responsibility for any damage to an entrant's, or any other person's, computer system that is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Heartland is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Heartland reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Heartland reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Heartland reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Heartland's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Heartland is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Heartland's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Heartland shall have the right to modify, suspend, extend or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Heartland. The invalidity or unenforceability of any provision of these 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 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. American Express Travel Related Services Company, Inc. ("American Express"), is not a sponsor and is not responsible for the administration or fulfillment of the Sweepstakes program.
9. NATURE OF RELATIONSHIP: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship.
10. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR HEARTLAND IN CONNECTION WITH THE SWEEPSTAKES SHALL BE

GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CHOICE OF LAW OF CONFLICT OF LAW RULES.

11. **ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Atlanta, Georgia; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Georgia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).
12. **WINNERS LIST.** After the end of the Sweepstakes, winners will be announced on the MySchoolBucks Facebook and Instagram pages. The Photos of winners may also be published to the Website.