Lenovo Back to the Classroom Giveaway ("Contest")

August 2021

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Entry into this Contest constitutes your acceptance of these Official Rules.

ENTRY PERIOD: This Contest period begins August 5, 2021 at 12:00 am ET and ends September 15, 2021 at 11:59 pm ET ("Entry Period").

WHO MAY ENTER: Contest is open to legal residents of the fifty (50) states of the United States, the District of Columbia and Canada (except residents of the province of Quebec) who are (i) K-12 Educators (defined below), (ii) 18 years of age or older, and (iii) who have a public Twitter account. Void in the province of Quebec and where prohibited by law. Individuals employed by Lenovo (United States) Inc. ("Sponsor") or its affiliated companies, subsidiaries, and/or advertising and promotion agencies (collectively, "Contest Parties") at any time during the Entry Period, and members of their immediate family or persons living in the same household, are not eligible.

HOW TO ENTER: During the Entry Period, eligible K-12 Educators ("Entrants") will need to post a photo in their Twitter feed representing how such Entrant plan to welcome students back to the classroom. Such post must tag @lenovoeducation, and #backtoschoolwithLenovo (as applicable). Entrants must have a public Twitter account to be eligible. "K-12 Educators" shall be defined as any licensed K-12 teacher or certified staff member at an accredited public, private, or charter school in one of the fifty (50) states of the United States, District of Columbia or Canada (excluding the province of Quebec) during the Entry Period. Entrants must follow all instructions provided by Sponsor to enter. All entries must be received by 11:59 pm ET on September 15, 2021. Limit one entry per educator.

ENTRY GUIDELINES: To be eligible for the Contest, entries must comply with the following content guidelines:

Entry <u>cannot</u>:

- Be sexually explicit or suggestive; unnecessarily violent; derogatory of any ethnicity, race, gender, religion, sexual preference, disability or age group; or profane or pornographic;
- Be obscene or offensive, or endorse any form of hate or hate group;
- Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or promote illegal activities or any activities that may appear unsafe or dangerous;
- Defame, misrepresent or contain disparaging or libelous remarks about Sponsor (or its products or services), or other people and/or companies;
- Contain any unauthorized use of trademarks, logos, landmarks, copyrighted materials owned by others, or otherwise infringe or violate any third party rights, as determined by Sponsor (except for those of Sponsor), or contain any personally identifiable information of any individual;
- Contain any images, vocal recordings, video footage, recognizable features or any personally identifiable information of any other individual without the individual's consent, or in the case of a minor, the guardian's consent;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

Entry <u>must</u>:

- Be original and solely created by you. It is your responsibility to obtain, prior to submission of the Entry, the approval and rights to use any content that you did not create:
- Not have been previously published, submitted, or otherwise used for any other commercial purpose.

Any entries containing any of the above restricted materials or any other inappropriate content, as determined by Sponsor in its sole and absolute discretion, will be considered ineligible and will not be part of the Contest. By submitting an entry, each Entrant agrees that his or her entry complies with these Official Rules. Each Entrant also agrees that Sponsor may disqualify the Entrant from the Contest if Sponsor believes, in its sole and absolute discretion that an entry fails to comply with these Official Rules. If Sponsor rejects any entry, such entry will be disqualified and will not be considered a valid entry. The submission of an entry is solely the responsibility of the Entrant. Entries may only be made according to the methods described above. Automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated services) are not permitted and will be disqualified. Only eligible entries actually received by Contest Parties will be eligible. Illegible, unintelligible, incomplete, or garbled entries will be disqualified.

OWNERSHIP OF ENTRIES: By submitting an entry, each Entrant agrees Sponsor shall own the entry submitted (including all copyrights and/or other intellectual property thereto, and all rights embodied therein) and that only Sponsor and its designees may exploit, edit, publish, use, adapt, modify, copy, disseminate or dispose of any entry, the concepts embodied therein or any elements thereof, online, in print, film, television, or in any other media for advertising and promotional purposes without compensation or notification to the Entrant of any kind, except as prohibited by law.

HOW TO WIN: At 11:59 pm ET on September 15, 2021, the Entry Period will be closed in its entirety. On or about September 15, 2021, a panel of qualified judges, consisting of Lenovo North American Marketing Executives, Education Solutions Leaders and Managers and Digital Content Managers, will select the winner of the Contest.

The winner will be selected using the following criteria:

- a) (25%) **Engaging Content** Is the image well thought out and does it convey an engaging student welcome message?
- b) (25%) **Image composition** Is the image clear and professional enough to share on Lenovo's feed?
- c) (50%) **Originality/Creativity** is the submission unique from the other entries whether in story, submission type or individual composition?

The entry receiving the highest score among all eligible entries chosen by the panel of judges will be declared the contest winner and will receive the Lenovo prize package described below. In the event of a tie, the individual with the highest score in the Originality/Creativity category will be deemed the winner.

Limit one prize per person. Note: You are not a winner of any prize until you have been verified as a winner by Sponsor. Decisions of Sponsor are final in all matters relating to this Contest.

PRIZES: A total of one (1) prize package will be awarded, with the winner receiving a package of \$10,000 worth of Lenovo hardware, software and training based on the classroom needs of the winner (to be determined by Sponsor in its sole discretion) (ARV \$10,000). The total ARV of all available prizes in the Contest is \$10,000. Only the prizes specified in the numbers indicated will be awarded. Prizes are non-transferable, with no cash redemption or equivalent. Sponsor reserves the right to substitute a prize or prize component of equal or greater value should a prize or any component of a prize become unavailable. Except as specifically provided herein, prize packages do not include insurance, personal expenses, incidental charges, gratuities, or any other items not specifically described in these Official Rules. All applicable taxes and usage charges on prizes are the sole responsibility of the winner. If required by law, Sponsor or its agents shall require payment from winner of taxes to be remitted to the appropriate taxing authorities. Sponsor expressly disclaims any responsibility or

liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prize awarded.

CLAIMING PRIZE: On or about [September 17, 2021, one (1) potential winner will be notified via email or direct message on Instagram. Potential winner has two (2) business days from the time of contact to confirm & accept the prize. Potential winner may be asked to verify eligibility and sign a Release & Waiver of Liability. Verification must be completed within two (2) business days of the potential winner notification.

Failure to respond within two (2) business days of potential winner notification or failure to verify eligibility may result in disqualification and an alternative potential winner may be selected. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or does not comply with Sponsor's instructions, the prize may be forfeited, in Sponsor's sole discretion. If any potential winner forfeits a prize, then the prize may be awarded to the next ranking finalist. Contest Parties shall not be held responsible for any delays in awarding the prize for any reason. Each prize will only be awarded to a verified winner. By accepting prize, winning Entrant consents to (i) participate in certain Sponsor marketing and public relations activities and social media follow-up, and (ii) Sponsor's use of winning Entrant's name, photograph and/or likeness, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes, including advertising and promotional activities without additional compensation, unless prohibited by law.

MISCELLANEOUS CONDITIONS: All entries become the property of Sponsor and will not be returned. By participating, Entrants agree to abide by and be bound by these Official Rules which shall be final and binding with respect to all issues relating to this Contest. It is your responsibility to ensure that you have complied with all of the conditions contained in the Official Rules. Sponsor is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries, or for any computer, online, telephone or technical malfunctions that may occur. Contest Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error which may occur in the processing of submissions in the Contest. Contest Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Contest Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or

traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Contest Parties are not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among all eligible entries received prior to the cancellation. Persons found tampering with or abusing any aspect of this Contest, or who Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. CAUTION: ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

By submitting an entry, Entrant acknowledges and agrees that Sponsor may obtain many entries in connection with this Contest and/or other promotions of the Sponsor or produce materials similar to such entries, and that such entries may be similar or identical in theme, idea, format or other respects to other entries submitted in connection with this Contest. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any entry and/or other works accepted, reviewed and/or used by the Sponsor may be similar to his/her entry, or that any compensation is due to Entrant in connection with such entry or other works used by Sponsor.

By participating in this Contest, Entrants agree to release and hold harmless Contest Parties and each of their respective parent companies, affiliates, subsidiaries, officers, directors, representatives, agents and employees, from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or 2) participation in the Contest or any prize related activities, including but not limited to traveling to or from any prize related activity.

PRIVACY: By participating in this Contest, Entrants agree to Sponsor's use of their personal information for both online and offline direct marketing purposes. You may review Sponsor's Privacy policy at: https://www.lenovo.com/us/en/privacy/. Your personal information may be shared with the other Contest Parties. The individual Contest Parties are solely responsible for their use of this information.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Contest, Entrant agrees that (i) any and all disputes and causes of action arising out of or connected with this Contest, 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 AAA regional office nearest the Entrant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of North Carolina, USA, without regard to conflicts of laws rules.

WINNERS LIST; OFFICIAL RULES: To obtain an official list of the name of the winner, or if you would like a copy of these Official Rules, please contact: Sara Thompson at sthompson1@lenovo.com. Requests must be received by November 15, 2021.

SPONSOR: Lenovo (United States) Inc., 8001 Development Dr, Morrisville, NC 27560, USA

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