

Excellence in Higher Education Awards

(“Promotion”)

OFFICIAL RULES

IMPORTANT: PLEASE READ THESE RULES BEFORE ENTERING THE CONTEST.

BY ENTERING THE CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. NO PURCHASE NECESSARY TO ENTER AND WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **PROMOTION OVERVIEW.** Promotion is a promotion through which entrants can participate for an opportunity to win the prize(s) below, subject to the terms and conditions specified in these Official Rules.
2. **HOW TO ENTER.** The individual who submits entry information and Submissions (as defined below) will be referred to herein as “Entrant.” All Entrants must comply with these Official Rules. Each Entrant’s submissions must comply with the following:
 - A. Entrant must complete the Promotion Entry Form and give to a member of the Sponsor’s staff at <https://www.pearson.com/us/higher-education/why-choose-pearson/excellence-HE-awards.html>.
 - B. Entrant must submit (peer, administrator) Name, Email, phone, affiliation, Faculty Name, Email, Phone, Course(s) taught, Institution (“Submission”) at <https://www.pearson.com/us/higher-education/why-choose-pearson/excellence-HE-awards.html>.

Submissions must conform to the guidelines and instructions as further specified by Sponsor. As determined by Sponsor in its sole discretion, Entrant’s submission must be suitable for display and publication on the internet. As determined by Sponsor in its sole discretion, Entrant’s submission may not be obscene or indecent, obtain defamatory statements, or include threats to any person, place, business, group, or socioeconomic group, or threats to any person, place or business, must not invade privacy or other rights or a person, firms or entity and it must not violate any laws, regulations or terms of use. Incomplete entries, or those containing incorrect information will be voided. Submissions must not contain or reference any third party names, trademarks, or logos. Entrant understands that by submitting the Submission Entrant is accepting the terms of these Official Rules and agreeing to be bound by them.

By entering the Promotion and submitting its Submission for entry into the Promotion, each Entrant grants to Sponsor an irrevocable, royalty free, fully paid up, worldwide non-exclusive license under the Entrants’ copyrights or other intellectual property rights to use, review, access, and otherwise analyze the Submissions and all their content in connection with the Promotion. Sponsor shall be free to use for any purpose in any and all media now known or hereinafter developed in any territory in perpetuity the residuals resulting from access to or with Entrants’ Submissions. The term “residuals” means information in intangible form, which is retained in memory by persons who have had access to the Submissions, including ideas, concepts, know-how, or techniques contained therein. Sponsor shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

3. **SPONSOR.** The Promotion is sponsored by Pearson Education, Inc. (the “Sponsor”).

4. **PROMOTION PERIOD.** The Promotion entry period begins on or about August 22, 2022, at 12:00 AM ET and continues through and until October 15, 2022, at 12:00 AM ET:
5. **PRIZE.** The following prize(s) will be awarded to the winner(s).

Number	Prize	Approximate Retail Value
5	Upon winning the Excellence in Digital Education award, the professor receives a plaque and \$2,000 to attend regional or national conferences as featured speaker.	\$ 2000
	Pearson would contact the winning professor's Institution and partner with the campus newspaper/website to announce this award	

The total ARV of all prizes is \$10,000.

6. **ELIGIBILITY.** This Promotion is open to non-vendors of Sponsor who are legal residents of the 50 United States (including DC) as of the date of entry and who have reached the age of 18 in their jurisdiction of residence at the time of entry.
Employees of Sponsor and its parent companies, affiliates, its vendors, advertising and promotional agencies, manufacturers or distributors of Promotion materials and their immediate family members (parent, child, sibling, spouse) in the same household are not eligible. All entry information and Submissions shall be deemed collected and judged in the United States.

7. JUDGING CRITERIA; PROMOTION PRIZES; AWARD OF PROMOTION PRIZES

Judging Criteria. Entrants will nominate exceptional faculty for national recognition by October 15th for the following categories.

- Outstanding use of courseware technology
- Outstanding integration of diversity, equity, & inclusion (DE&I)
- Outstanding student engagement
- Outstanding teaching through the pandemic
- Outstanding use of Pearson digital platforms.

To nominate, please visit <https://www.pearson.com/us/higher-education/why-choose-pearson/excellence-HE-awards.html>.

A. Award of prizes. Potential winners (each a “Winner”) will be notified on or about December 1, 2022: and must respond promptly with their contact information in accordance with the terms of the notification.

Winners are not required to be present to win. The failure to respond timely to the notification may result in forfeiture of the prize and Sponsor may award the prize to an alternative Winner, at its sole discretion.

Any costs or expenses associated with the acceptance and use of the prize, not explicitly stated in these Official Rules as Sponsor’s responsibility, are the sole responsibility of the Winner. All prize details are at Sponsor’s sole discretion. Acceptance or use of a prize is at the Winner’s own risk. prizes are non-transferable, no substitutions, exchanges or cash equivalent allowed, except by Sponsor due to unavailability, in which case a prize or equal or greater value will be awarded.

The Winner Notice will include information on how the winners can claim their prize. The Winner Notice may also include a copy of an Acceptance Form and Liability/Publicity or Release, together with any other required documents. Within 10 days of receipt of the Winner Notice, the Winner will be required to sign, notarize (if applicable), and return to Sponsor the Acceptance Form and Liability/Publicity or Release, and if a Winner is under the age of majority in their jurisdiction or residence then their parent or legal guardian must also sign the Acceptance Form and Liability/Publicity or Release and agree to these Official Rules and conditions of prize acceptance. The Winner (and guest, if applicable) must provide their full name, mailing address (may not be a PO Box), phone number, social security number (if required) in the Acceptance Form and Liability/Publicity or Release. Failure by the Winner or any other party to sign, notarize (if applicable), and return the Acceptance Form and Liability/Publicity or Release within the time requested may result in forfeiture of a prize. The Acceptance Form and Liability/Publicity Release is null and void if incomplete, illegible or if it contains errors.

8. GENERAL PROMOTION TERMS AND CONDITIONS

A. Submissions; Verification/Audit; Entrant Cooperation. All activity arising out of and relating to the Promotion is subject to verification and/or auditing for compliance with the Official Rules, and Entrants agree to reasonably cooperate with Sponsor concerning verification and/or auditing. In the event that Promotion verification activity or an audit evidences non-compliance with the Official Rules, as determined in Sponsor's reasonable discretion, an Entrant's continuing participation in any aspect of the Promotion may be suspended or terminated. No responsibility is assumed for information not received from Entrants.

B. Rule Compliance Interpretation; Adjudication and Remedial Process. Sponsor reserves the right to make all decisions, in its discretion, arising out of or relating to instances of suspected abuse, fraud, error or anomalies in the operation and/or administration of the Promotion or any other interpretation, activity or suspected violation relating to the Promotion, the Official Rules and such decisions by Sponsor are final and binding.

By entering the Promotion, Entrants consent to the use of their names, Submissions and any statements they make in connection with the Promotion or about Sponsor in general without additional consideration or compensation, except where prohibited by law. Sponsor may request, at Sponsor's sole discretion, that an Entrant and/or winner provide any of the foregoing information to Sponsor. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with the laws of United States.

Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any benefits received, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorneys' fees; and (3) under no circumstances will a Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

C. Warranties / Disclaimers. Prizes are awarded "AS IS". Sponsor and its respective parents, subsidiaries, affiliated companies and their distributors, advertising, public relations, media, contest and judging representatives, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") expressly disclaim any and all warranties of any kind (whether express, implied, statutory or otherwise), including but not limited to, implied warranties of merchantability, fitness

for a particular purpose and non-infringement. Released Parties shall not be liable or responsible for those guarantees or warranties made or offered by advertisers, partners, manufacturers or suppliers, including those relating to the prizes. Under no circumstances shall any Released Party be held responsible or liable for an Entrant's use of the information and/or products provided and/or made available through the Promotion or for errors or anomalies resulting in the unintended or erroneous participation, award of prizes or other benefits under the Promotion to Entrants. Released Parties offer no assurances, guarantees or warranties that the Promotion or Promotion Websites will be uninterrupted or error-free and does not guarantee the accuracy or reliability of any information obtained through the Promotion. Released Parties assume no responsibility for any computer-related damages due to downloading materials. Released Parties will not be liable, and are not responsible, for damages of any kind related to an Entrant's participation or inability to participate in the Promotion, whether the damages are direct, indirect, incidental, special or consequential. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; therefore, the above limitations or exclusions may not apply.

Further, by participating in the Promotion and/or accepting the prize, Entrant agrees that Released Parties shall not be liable for, and will be held harmless by Entrant against, any liability for any damage, injury or loss to person (including death) or property due in whole or in part, directly or indirectly, to acceptance, possession, use or misuse of the prize, participation in any contest prize-related activity, use of any tendered Submission or participation in the Promotion.

Released Parties will not be responsible for any incorrect or inaccurate information regardless of cause. If for any reason (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or affects the administration, operation, security, fairness, integrity, or proper conduct of the Promotion), the Promotion is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Promotion. In the event the Promotion is cancelled, Sponsor may, at its sole discretion, select the winners from among all eligible and non-suspect validated entries received for each category up to the time of such action.

Sponsor reserves the right to disqualify any Entrant who has tampered with the entry process or the operation of the Promotion, or who has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations, or is acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

D. Indemnification. Entrants agree to release, defend, indemnify and hold harmless Released Parties from and against, any liability, claims, losses, damages or proceedings, (including reasonable attorneys' fees) relating to any actions taken by Entrant. Entrant also agrees to release, defend, indemnify and hold harmless the Released Parties from any and all liability, claims, losses, damages or proceedings, including but not limited to death (including reasonable attorneys' fees) relating to prizes and any other matter in connection with an Entrant's participation in the Promotion or Sponsor's or its designees.

E. Privacy Policy. Please see Sponsor's privacy policy located at <https://www.pearson.com/en-us/legal-information/privacy-policy.html> for details of Sponsor's policy regarding the use of personal information collected in connection with the Promotion.

F. Winner's Consent. Permission is specifically granted by each Entrant for Sponsor and its designees to promote entries, including winning entries, in perpetuity in any medium now or hereafter known it may see fit including, but not limited to, website, television, radio and/or printed materials. If you are not willing to allow Sponsor and its designees to reproduce and publish your Submission as Sponsor and its designees see fit, including but not limited to use in advertising and promotional materials, you should not enter the Promotion.

G. Tax Consequences. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded are Winners' sole responsibility for payment and reporting.

H. Official Rules: Copies of the Official Rules may be obtained on or before by sending an email to brad.parkins@pearson.com.

I. Winner List. For a list of Winners' names, please send an email to brad.parkins@pearson.com

J. If Participant is an employee of a public school/government agency: Receipt of the prize may be restricted by additional laws, rules, and regulations, and may be restricted by the written policy, if any, of the potential Winner's employer. If selected as a Winner, the Winner will be required to return a no conflict of interest certification to be signed by the school district/government agency employer (if applicable) in which the employer will confirm: (i) its awareness that Entrant has been selected as a potential Winner in the Promotion; (ii) Entrant's acceptance of the prize will not violate any conflict of interest or other rules, regulations or laws applicable to their employer; and (iii) Sponsor's grant of the prize and Entrant's acceptance of the prize will not violate any existing agreement or contract between Sponsor and Entrant's employer or affect Sponsor's right to bid on or enter into any contract with Entrant's employer.

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THE ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE PROMOTION PERIOD.

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