

Pearson StatCrunch Contest

OFFICIAL CONTEST RULES

1. CONTEST OVERVIEW

THERE IS NO PURCHASE OR PAYMENT NECESSARY TO ENTER. The StatCrunch Contest (the “Contest”) is a promotion through which entrants can participate for an opportunity to win a prize subject to the terms and conditions specified in these Official Rules. The Contest is sponsored by Pearson Education (the “Sponsor”) and is void wherever prohibited or restricted by law.

2. ELIGIBILITY

This Contest is open to students who are enrolled in an undergraduate institution and introductory statistics course within the United States between 1/1/18 and 5/1/18, who are legal residents of the United States and at least the age of majority in their jurisdiction of residence at the time of entry, and who are non-vendors. The individual who submits entry information and Submissions (as defined below) will be referred to herein as “Entrant.”

A. Employees of Sponsor and its parent companies, affiliates, its vendors, advertising and promotional agencies, manufacturers or distributors of Contest materials and their immediate family members (parent, child, sibling, spouse) in the same household are not eligible. All entry information and Submissions (as defined below) shall be deemed collected and judged in the United States.

3. PARTICIPATION IN THE CONTEST.

By entering the Contest and submitting for entry, 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 this Contest. 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.

4. AWARD OF CONTEST PRIZES

Any costs or expenses associated with the acceptance and use of the Contest Prize, not explicitly stated in these Full Official Rules as Sponsor’s responsibility, are the sole responsibility of the Contest Prize winner. All Contest prize details are at Sponsor’s sole discretion. The Contest Prize winner may make no substitutions or assignment of the Contest Prize other than as specified in these Rules.

5. GENERAL CONTEST TERMS AND CONDITIONS

A. Submissions; Verification/Audit; Entrant Cooperation. All activity arising out of and relating to the Contest 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 Contest 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 Contest 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 of the Contest, including the Site, or any other interpretation, activity or suspected violation relating to the Contest, the Official Rules and such decisions by Sponsor are final and binding.

Except where prohibited, each Entrant in the Contest agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, 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 Contest, but in no event attorneys' fees; and (3) under no circumstances will an 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. 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 Contest, shall be governed by, and construed in accordance with the laws of the State of Delaware, USA, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction.

C. Warranties / Disclaimers. 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 Released Parties be held responsible or liable for a Entrant's use of the information and/or products provided and/or made available through the Contest or for errors or anomalies resulting in the unintended or erroneous participation, award of contest prizes or other benefits under the Contest to Entrants. Released Parties offer no assurances, guarantees or warranties that the Contest or Contest Websites will be uninterrupted or error-free and does not guarantee the accuracy or reliability of any information obtained through the Contest. 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 Contest, whether the damages are direct, indirect, incidental, special or consequential.

Further, by participating in the Contest and/or accepting the Contest Prize, an 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 Contest Prize, participation in any contest prize-related activity, use of any tendered Submission or participation in this Contest.

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.

Any attempted participation by Internet or email or any other means except as permitted by these Full Official Rules is void. Released Parties will not be responsible for any incorrect or inaccurate information regardless of cause.

Sponsor reserves the right, in its sole discretion, to reasonably suspend or cancel the Contest should any cause beyond the control of Sponsor corrupt the administration, security or proper operation of the Contest. In the event the Contest is cancelled, Sponsor may, at its sole discretion, determine the winners from among all eligible and non-suspect validated entries received for each category up to the time of such action using the judging procedures outlined above.

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 Contest or Sponsor's or its designees.

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

F. Winner's Acceptance Form and Contest Consent. Permission is specifically granted for Sponsor and its designees to promote 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 Contest.

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.