

Wonder “Certified Kind” Classroom Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Wonder “Certified Kind” Classroom (the “Promotion”) is open only to eligible schools (either public, private, charter, or magnet accredited grade schools) and its teachers who teach grade levels 3-6 (“Educators”). The eligible schools must be located in the fifty (50) United States and the District of Columbia. Educators at eligible schools must be legal residents of the fifty (50) United States and the District of Columbia and at least twenty-one (21) years old and authorized by their school to enter the Promotion and submit an entry/entries on behalf of their school. Employees of Lions Gate Films Inc., Penguin Random House, Gap, Inc., HelloWorld, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. The Promotion consists of a contest (the “Contest”) and two (2) sweepstakes (each a “Sweepstakes”). Each herein will be considered a separate “Prize Pool”, the Contest Prize Pool; the Sweepstakes Video Prize Pool; and the Sweepstakes Kindness Count Jar Prize Pool.

2. Sponsor: Lions Gate Films Inc., 2700 Colorado Ave Suite 200, Santa Monica, CA, 90404.
Administrator: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: By participating in the Promotion, Educator fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an eligible school receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on August 1, 2017 at 12:00 a.m. Eastern Time (“ET”) and ends on April 1, 2018 at 11:59 p.m. ET (the “Promotion Period”). Each Prize Pool has a distinct start and end date as outlined in the following table:

Prize Pool	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Winner Notification
Contest Prize Pool	August 1, 2017	September 15, 2017	Week of September 25, 2017
Sweepstakes Video Prize Pool	August 1, 2017	October 2, 2017	October 3, 2017
Sweepstakes Kindness Count Jar Prize Pool	August 1, 2017	April 1, 2018	April 2, 2018

Administrator’s computer is the official time-keeping device for the Promotion.

5. How to Enter: You may participate in the Contest Prize Pool; the Sweepstakes Video Prize Pool; *and/or* the Sweepstakes Kindness Count Jar Prize Pool, as set forth below.

a. The Contest: During the Promotion Period, encourage each of your students to create a design that best illustrates the values and importance of “Kindness” (each a “Kindness Design”). Then, take a photo of the Kindness Design (each a “Kindness Design Photo”). **Be sure to save the original Kindness Design; failure to do so will result in prize forfeiture.** The Kindness Design and Kindness Design Photo must not feature any

recognizable individuals. During the Promotion Period, visit <http://wonderkindclassroom.com> and follow the links and instructions to register for the Promotion and upload the Kindness Design Photo. By completing the registration form and submitting the Kindness Design Photo, you agree that the Kindness Design Photo conforms to the Photo Guidelines, Content Restrictions, and Permissions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove the Kindness Design Photo and disqualify you from the Contest if it believes, in its sole discretion, that the Kindness Design Photo fails to conform to the Guidelines and Restrictions. By doing so, you will receive one (1) Contest entry into the Contest Prize Pool.

Permissions: Educators must have permission and be able to show sufficient proof, in a form acceptable to Sponsor, that they have permission to upload the Kindness Design Photo from parent or legal guardian of any student that creates a Kindness Design.

b. The First Sweepstakes – Download the Featured Video: During the Promotion Period, follow the links and instructions as set forth in Section 5(a) above to register for the Promotion. Then, follow the instructions to download the featured video. By doing so, you will receive one (1) Sweepstakes entry into the Sweepstakes Video Prize Pool drawing.

Limit: Each Educator may receive one (1) entry into the Sweepstakes Video Prize Pool during the Promotion Period.

c. The Second Sweepstakes – Take a Photo of a "Kindness Count Jar": During the Promotion Period, place a jar in your classroom and each time you witness a student being "kind", add a marble or a small comparable token to the jar (e.g. paper balls, erasers, bouncy balls, etc.). Once the jar is full of your token(s) of choice, take a photo of the full jar ("Kindness Count Jar Photo"), and during the Promotion Period, follow the links and instructions as set forth in Section 5(a) above to register for the Promotion and upload the Kindness Count Jar Photo. The Kindness Count Jar Photo must not feature any recognizable individuals. By completing the registration and submitting your Kindness Count Jar Photo, you agree that your Kindness Count Jar Photo conforms to the Guidelines and Restrictions and that Sponsor, in its sole discretion, may remove your Photo and disqualify you from the Sweepstakes if it believes, in its sole discretion, that your Photo fails to conform to the Guidelines and Restrictions. By doing so, you will receive one (1) Sweepstakes entry into the Sweepstakes Kindness Count Jar Prize Pool drawing.

Limit: Each Educator may receive one (1) entry into the Sweepstakes Kindness Count Jar Prize Pool during the Promotion Period.

Offer: The first five hundred (500) Educators to upload a valid Kindness Count Jar Photo will receive a Certified Kind classroom banner ("Offer"). ARV: \$15. Limit: One (1) Offer per Educator.

Photo Guidelines:

- The Photo must be in .jpg, .bmp, or .png format;
- The Photo must not exceed 5 MB in size; and
- The Photo must contain name of class, name of school and grade of class.

Content Restrictions:

- The Photo must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Photo may not include creator's name or any name(s);

- The Photo must not contain brand names or trademarks, except for Sponsor's trademark for which Educator has a limited license to use for the sole purposes of creating and uploading a Photo into this Promotion;
- The Photo must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Photo must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Photo is created.

For all Photos: Uploading a Photo constitutes Educator's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, Educator and/or a parent/legal guardian of the student that created a Kindness Design will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Photo. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Photos, which are disqualified.

Multiple Educators are not permitted to share the same email address. Any attempt by any Educator to obtain more than the stated number of entries or more than one (1) Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Educator's entries and that Educator may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the Educator. Educators may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. If prompted to provide personal data of a friend, including email address, you must have consent of your friend to do so.

6. Winner Determination: Winners will be determined via the processes set forth below.

a. Contest: After the conclusion of the Promotion Period, qualified judges determined by Sponsor in its sole discretion will select the top eight (8) Kindness Design Photos (the potential "Contest Winners") based on the following criteria ("Contest Judging Criteria"):

- **Creativity/Originality (34%)**
- **Quality of Photo (33%); and**
- **Fit with Contest Theme (33%).**

In the event of a tie, Sponsor, in its sole discretion, will determine the potential Contest Winner based on the Kindness Design Photo that received the highest score in the Creativity/Originality category. Sponsor reserves the right to select fewer than eight (8) Contest Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Kindness Design Photos. Sponsor will not disclose judging scores.

b. Sweepstakes: Sponsor's decisions as to the administration and operation of the two (2) Sweepstakes and selection of potential Sweepstakes winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries for Sweepstakes Video Prize Pool the Sweepstakes Video Prize

Pool on or around October 3, 2017. Administrator will randomly select the potential Sweepstakes winners from all eligible entries for Sweepstakes Kindness Count Jar Prize Pool the Sweepstakes Video Prize Pool on or around April 2, 2018.

7. Winner Requirements: Educators for the potential winning schools will be notified by email or phone on or around the dates listed above in Section 4. Winning is contingent upon fulfilling all requirements and complying with all terms and conditions of these Official Rules. Except where prohibited, an authorized representative of the applicable school as well as the parent or legal guardian of the winning Kindness Designs will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, accepting the prize which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period or provide any other requested information (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Contest winner is disqualified for any reason, an alternate winner will be determined by the next highest judging criteria scoring based on the Kindness Design Photo. If after three (3) attempts the Contest winner is not confirmed, the applicable prize will remain un-awarded. In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify eligible school's agreement and consent that Sponsor may use the name, city, state, likeness, Photo and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, Educator/parent or legal guardian of any student that creates a winning Kindness Design shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Photo and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Photo for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Educator/parent or legal guardian of any student that creates a winning Kindness Design accepts and acknowledges that Sponsor shall not be obligated to use the Photo and that Sponsor in its sole discretion shall have the right to refrain from using the Photo. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Educator/parent or legal guardian of any student that creates a winning Kindness Design/eligible school will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled approximately 8 – 10 weeks after the conclusion of the Promotion Period.

8. Prizes:

a. Contest: EIGHT (8) CONTEST PRIZES: The Contest Prizes consists of four (4) components:

i. T-Shirt Design Sold In-Market: Winning Kindness Design will be printed on a t-shirt and sold to the public at select GAP retail locations and online at GAP.com, exact channels to be determined by Gap Inc. in its sole discretion. Approximate Retail Value ("ARV"): There is no retail value associated with this portion of the prize. Winners will not receive proceeds from sales of the GAP T-shirts. Net proceeds from the GAP T-shirt sales will benefit the charities MyFace and CCA Kids.

ii. T-Shirts for Classroom: The winning Kindness Designs will be printed on t-shirts and distributed to each student in the winning classrooms, maximum of thirty-five (35) students in each classroom. ARV: \$280.

iii. Gap Gift Card: Each parent/legal guardian of a student who created a winning Kindness Design will receive a \$150 GAP gift card. ARV: \$150.

iv. Video Prize: Educator's classroom, up to fifty (50) students and designated chaperones, will have the opportunity to attend an advanced, private screening of *Wonder* at the nearest city at an available movie theater (date, time and location of the movie theater will be determined by Sponsor in its sole discretion). Terms and conditions of movie tickets apply. ARV: \$500.

b. Sweepstakes:

THREE HUNDRED NINETY-TWO (392) SWEEPSTAKES VIDEO PRIZES: Educator's classroom, up to fifty (50) students and designated chaperones, will have the opportunity to attend an advanced, private screening of *Wonder* at the nearest city at an available movie theater (date, time and location of the movie theater will be determined by Sponsor in its sole discretion). Terms and conditions of movie tickets apply. ARV: \$500.

FIVE (5) SWEEPSTAKES KINDNESS COUNTER JAR PRIZES: A \$500 charitable donation to a 501(c)(3) organization of each winning classroom's choice, a \$50 gift card for the teacher to use on a class pizza party, and a framed WONDER precept. ARV: \$560.

Odds of winning a prize depend on the number of eligible entries received for each Prize Pool during the Promotion Period.

For all Prizes: Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Should Gap Inc. be unable to produce or sell the GAP T-shirts for any reason, it reserves the right not to do so and to substitute a prize of equal or greater value.

9. Release: By participating in this Promotion, Educators/eligible schools/parent or legal guardians of students that create a Kindness design agrees to release and hold harmless Sponsor, Penguin Random House LLC, Gap, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, 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's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Educator, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in

whole or in part, from Educator's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an Educator's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Educator's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, Educator agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Educator be permitted to obtain awards for, and Educator hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Educator and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Educator's Personal Information: Information collected from Educator is subject to HelloWorld, Inc.'s Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.lionsgate.com/corporate/privacy/>.

14. Winner List: For a winner list, visit: <http://bit.ly/2swsacN>. The winner list will be posted after winners are confirmed.

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Abbreviated Rules

2. ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. OPEN ONLY TO ELIGIBLE SCHOOLS (EITHER PUBLIC, PRIVATE, CHARTER, OR MAGNET ACCREDITED GRADE SCHOOLS) AND ITS TEACHERS WHO TEACH GRADE LEVELS 3-6. THE ELIGIBLE SCHOOLS MUST BE LOCATED IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. EDUCATORS AT ELIGIBLE SCHOOLS MUST BE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND AT LEAST 21 YEARS OLD AND AUTHORIZED BY THEIR SCHOOL TO ENTER THE PROMOTION. VOID WHERE PROHIBITED. Enter Contest by: 9/15/17. Enter Video Sweepstakes by: 10/2/17. Enter Kindness Count Jar Sweepstakes by: 4/1/18. For Official Rules, prize descriptions and odds disclosure, visit <http://wonderkindclassroom.com>. Sponsor: Lions Gate Films Inc., 2700 Colorado Ave Suite 200, Santa Monica, CA, 90404.

3. Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Enter Contest by: 9/15/17. Enter Video Sweepstakes by: 10/2/17. Enter Kindness Count Jar Sweepstakes by: 4/1/18. To enter and for Official Rules, visit <http://wonderkindclassroom.com>

4. Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Open only to eligible schools (either public, private, charter, or magnet accredited grade schools) and its teachers who teach grade levels 3-6. The eligible schools must be located in the 50 United States and the District of Columbia. Educators at eligible schools must be legal residents of the 50 United States and the District of Columbia and at least 21 years old and authorized by their school to enter the Promotion. Enter Contest by: 9/15/17. Enter Video Sweepstakes by: 10/2/17. Enter Kindness Count Jar Sweepstakes by: 4/1/18. To enter and for Official Rules, including prize descriptions, visit <http://wonderkindclassroom.com>. Void where prohibited.