

# EVERFI Tax Season Sweepstakes Official Rules

## NO PURCHASE NECESSARY

The following promotion is intended for participants in the fifty (50) United States and Washington, D.C. only and shall be governed by U.S. laws. Do not proceed if you are not a legal U.S. resident currently located and residing in one of the fifty (50) United States or Washington, D.C. Further eligibility restrictions are contained in the official rules ("**Official Rules**") below.

**1. DESCRIPTION:** The EVERFI Tax Season Sweepstakes (the "**Sweepstakes**") begins on Monday, March 18, at 12:00:00 p.m. Eastern Time ("**ET**") and ends on Friday, April 26, 2024, at 11:59:59 a.m. ET ("**Sweepstakes Period**"). The Sweepstakes Period consists of five (5) entry periods (each "**Entry Period**"), as detailed in the Entry Period Chart below.

### ENTRY PERIOD CHART

Entry Period	Start Date At 12:00:00pm*	End Date At 11:59:59am*	Random Drawing & Winner Notification Date* (on or about):
1	3/18/2024	3/29/2024	4/1/2024
2	3/29/2024	4/5/2024	4/8/2024
3	4/5/2024	4/12/2024	4/15/2024
4	4/12/2024	4/19/2024	4/22/2024
5	4/19/2024	4/26/2024	4/29/2024

All Times are ET. All Dates and Times are subject to change, and any changes will be updated in these Official Rules. Non-winning Entries WILL roll over to subsequent Entry Periods, if any.

The sponsor of this Sweepstakes is EVERFI from Blackbaud, 65 Fairchild Street Charleston, SC 29492 ("**Sponsor**"). The Presenter of this Sweepstakes is Intuit Inc. ("**Presenter**"). The administrator of this Sweepstakes is EVERFI from Blackbaud, 65 Fairchild Street Charleston, SC 29492 ("**Administrator**"). Sponsor, Presenter, and Administrator shall collectively be referred to as the "**Sweepstakes Entities**".

**2. ELIGIBILITY:** This Sweepstakes is only open to United States High School Teachers in the fifty (50) United States or Washington, D.C., who are eighteen (18) years of age and at least the age of majority in their state of primary residence at the time of entry (each an "**Entrant**" and collectively, "**Entrants**") and have access to use the TurboTax Simulation within the EVERFI: Financial Literacy course, available in most markets. To be eligible:

- Other than your employment at a public school, you must not otherwise be an officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or institution in any jurisdiction
- You must not be (i) on any sanctions lists maintained by the United States or other applicable jurisdictions prohibiting transactions with certain entities, people and jurisdictions; (ii) doing business in Russia, Cuba, Iran, North Korea, Syria and the Crimea, Donetsk ("**DNR**"), and Luhansk ("**LNR**") regions of the Ukraine; and (iii) a military end user as defined in 15 C.F.R § 744.
- You must not be an employee of Intuit Inc. or EVERFI from Blackbaud, and or respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they

reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law.

Teachers can register for their free account by visiting <https://platform.everfi.net/>. For help with registering or accessing the TurboTax Simulation, please contact [k12schools@everfi.com](mailto:k12schools@everfi.com).

Corporate employees of EVERFI and Intuit are NOT eligible to participate in the Sweepstakes or win a prize. Sweepstakes is void where restricted or prohibited by law.

**3. HOW TO ENTER:** During any Entry Period, eligible Entrants may enter the Sweepstakes by submitting their school or district-based email on the entry form at [TurboTax.EVERFI.com/Giveaway](https://TurboTax.EVERFI.com/Giveaway).

**Limit one (1) Entry per person using only one (1) email address throughout the Sweepstakes Period.** Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different identities, registrations, logins, and/or any other methods will void such Entrant's Entry and that Entrant may be disqualified from the Sweepstakes. Entries generated by fraudulent means will be disqualified. Incomplete, unreadable, or unintelligible entries will be disqualified. Entrants must provide all information requested to be eligible to win. Participation in the Sweepstakes constitutes Entrants' understanding of and full and unconditional agreement to and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate Entry information caused 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 Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Entries.

**4. WINNER SELECTION AND NOTIFICATION:** Following the conclusion of each Daily Entry Period, in accordance with the dates and times as detailed in the Entry Period Chart above, two (2) potential winners will be selected in a random drawing and confirmed as eligible (as detailed in Section 2 above). Each potential winner will be notified by email, in accordance with the dates and times as detailed in the Entry Period Chart above and will be required to respond (as directed) to the notification attempt within 5 business days (or a shorter time if required by exigencies) of first attempted notification to accept their prize. Entrants are responsible for monitoring their email communications and any possible filter, such as spam. Failure to respond within the stated time period may result in forfeiture of the "Prize" (as detailed in Section 6 below), and selection of an alternate potential Winner from the remaining eligible Entries. If a Prize goes unclaimed or a potential Winner declines a Prize for any reason prior to award, such potential Winner will be disqualified and an alternate Winner may be selected in a random drawing, at the sole discretion of the Sponsor. In the event a Prize is not claimed, Administrator, in its sole discretion, will attempt to contact up to three (3) alternate potential Winners, in accordance with the above selection procedure, after which the Prize in question may go unawarded if it remains unclaimed. **All federal, state and local taxes and any other costs and expenses associated with the receipt or use of a Prize are the sole responsibility of the respective Winner.**

**5. ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received.

**6. PRIZES:** There are ten prizes – (2) Prize(s) available in each Entry Period (five (5) total). Each prize consists of one (1) five-hundred-dollar (\$500) classroom donation in the form of an Amazon digital gift card. The Amazon digital gift card is to be used at the discretion of the winner. The cumulative approximate retail value ("ARV") of all prizes is \$5,000.

By accepting a Prize, entrant acknowledges that they are complying with their individual school/district policy on teacher rewards and/or incentives.

Limit one (1) Prize per Entrant. Prize cannot be sold, transferred, auctioned, or traded for any reason. No prize substitution or cash alternative is allowed except at the sole discretion of Sponsor, who reserves the right to substitute a prize of comparable or greater value, in its sole discretion. All Prizes will be awarded provided a sufficient number of eligible Entries are received. Unclaimed Prizes, if any, will go un-awarded. No refunds or credit for changes are allowed. Other restrictions may apply. **Winners shall be solely responsible for any applicable federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize.** Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Giveaway.

**7. CONDITIONS OF PARTICIPATION/RELEASES:** Sweepstakes is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) agrees to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. By participating in this Sweepstakes and/or by accepting any prize that he or she may win, each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) agrees to release the Sweepstakes Entities, Presenter and their respective affiliates, divisions, subsidiaries, successors, assigns, and licensees, and each of their respective employees, shareholders, officers, directors, contractors, advertising and promotion agencies, agents and representatives (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of any prize. Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) authorizes the Sweepstakes Entities to use his/her Submission, Essays, name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sweepstakes Entities are not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sweepstakes Entities' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) late, lost, delayed, damaged, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, release forms, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Sweepstakes; (v) acceptance, possession, grant, use of or participation in any prize or related prize event, including without limitation, personal injury, death and property damage arising there from; (vi) claims based on publicity rights, defamation or invasion of privacy; or (vii) any printing, typographical, human administrative or technological errors in any materials associated with the Sweepstakes. Sweepstakes Entities disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion thereof) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, to select the winner(s) from judging results or from all eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor. Sponsor may prohibit Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor's representatives. Each Entrant shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach, of any of Entrant's representations, warranties or obligations herein; and (c) acceptance, possession, grant,

participation in, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**8. PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://everfi.com/privacy-policy/>. Sponsor may share your information with Presenter, which will use such information in accordance with their respective privacy policy, available at <https://www.intuit.com/privacy/>. By participating in the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of Sweepstakes administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described herein or in accordance with Sponsor's privacy policy.

**9. SPONSOR:** EVERFI from Blackbaud, 65 Fairchild Street Charleston, SC 29492

**10. WINNER LIST:** To obtain a copy of the Winner List, send your request via email to [k12team@everfi.com](mailto:k12team@everfi.com). Requests for the names of the winners must be received no later than May 31, 2024.

**11. GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE SWEEPSTAKES ENTITIES IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. 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. IN NO EVENT WILL THE SWEEPSTAKES ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, ALL AWARDS AND THE PROMOTION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE SWEEPSTAKES ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**13. DISPUTES:** AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR CONSOLIDATED ACTION, IN ACCORDANCE WITH THE ARBITRATION PROVISION BELOW. Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, including without limitation attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g., costs associated with entering) if any, and Entrant further waives all rights to have damages multiplied or increased. Any inconsistencies in the Sweepstakes Official Rules shall be construed in favor of the Sweepstakes Entities.

**14. ARBITRATION PROVISION:** By participating in this Sweepstakes, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. 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. THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS; ARBITRATION CAN DECIDE ONLY THE ENTRANT'S AND/OR SPONSOR'S INDIVIDUAL CLAIMS AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

© 2024 EVERFI, Inc. All Rights Reserved.