

ACI Learning One Million Learners Giveaway Terms and Conditions

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ELIGIBILITY:

Void where prohibited. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of ACI Learning ("Sponsor") and their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this Sweepstakes. Sweepstakes is subject to all applicable federal, state and local laws.

TO ENTER: Between 12:01 a.m. ET on Aug 15 2022 and 11:59 p.m. ET on Aug 31, 2022 (the "Entry Period"), there are two (2) ways to enter: 1.) Online: visit <https://info.practice-labs.com/one-million-learners-giveaway> to complete and submit the official entry form. All online entries must be received by to be eligible. OR 2.) Send an email to: marketing@practice-labs.com and include your name, email address and phone number. You must send the email between August 15, 2022 and August 31, 2022. Limit one (1) prize and entry per person, per email address for the duration of the Entry Period regardless of method of entry. Multiple entries received from any person or e-mail address after the first entry received from that person or email address will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

DRAWING: Potential winners will be selected in a random drawing on September 1, 2022 from all eligible entries received by an independent judging agency. Odds of winning depend on the number of eligible for applicable drawing entries received.

WINNER NOTIFICATION: Potential winners will be notified by e-mail and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner, or any potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner selected. Sponsor is not responsible for any change in contact details of entrants.

PRIZES: A grand prize of one (1) lifetime personal subscription for ITProTV Premium by ACI Learning. Approximate Retail Value ("ARV") is \$14,840. A five-year personal subscription for ITProTV Premium by ACI Learning will also be awarded. Approximate Retail Value ("ARV") is \$2,475. A one-year personal subscription will be awarded with an Approximate Retail Value ("ARV") of \$495. Awarded subscription is for a single user only and does not include a business subscription.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

GENERAL CONDITIONS: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled or damaged entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the sweepstakes, the processing of entries, the announcement of the prizes or in any sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the

sweepstakes and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes. Winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, 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 participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: By entering this Sweepstakes, participant's agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, the rights and obligations of Sponsor and any and all claims arising out of or related to or in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Colorado, Arapahoe County, without giving effect to any choice of law or conflict of law provisions (whether of the State of Illinois or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Colorado. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts located in Arapahoe County in the State of Colorado.

WINNER'S NAME/WINNERS' LIST: For the names of the winners (available after September 1, 2022), send an email to: marketing@practice-labs.com and put One Million Learners Sweepstakes Winners in the subject line.

SPONSOR: ACI Learning, 6855 S. Havana Street #420, Centennial, CO 80112, www.acilearning.com

