

Learning Magazine's WIN Giveaways Official Rules

The Learning Magazine WIN Giveaway Sweepstakes (“Sweepstakes”) is intended to be played in the United States only and shall only be construed and evaluated according to U.S. law. Entries originating from persons located outside of the United States at the time of entry are void. Do not enter this Sweepstakes if you are not located in the U.S. at the time of entry.

1. No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Sweepstakes is open only to legal residents of the 50 United States and District of Columbia who, at the time of entry, are 21 years of age or older, are currently employed either full-time or part-time in the field of education and are located in the United States. The Education Center, Inc., publisher of Learning Magazine, (“Sponsor”) is the sole sponsor of this Sweepstakes. Employees of the Sponsor, and affiliated companies, subsidiaries, distributors, sales representatives, agents, advertising and promotional agencies, and the immediate families and household members (parent, spouse, child or sibling) of each are not eligible to participate. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico and wherever prohibited by law.

2. How to Enter: Fill out and mail in the postage paid reader service card available in the January 2012 issue of the *Learning* publication or enter online at www.learningmagazine.com during the Sweepstakes Entry Period. Sweepstakes Entry Period starts on December 27, 2011, and ends at 5:00 p.m. ST on February 15, 2012 (“Sweepstakes Entry Period”). All entries must be received by Sponsor by 5:00 p.m. on February 15, 2012. Entrants must follow the entry instructions and provide complete, accurate, and truthful information in all of the information fields on the entry form. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Sponsor is not responsible for lost, late, incomplete, or misdirected entries. Upon receipt, all entries become the property of Sponsors and will not be returned. Receipt of entries will not be acknowledged. Sponsor reserves the right to terminate early, modify or suspend the Sweepstakes should there be a security breach or other circumstances affecting the fair administration of the Sweepstakes and randomly award the Prize Pack from among all entries received prior to such action taken by Sponsor.

3. Drawing: Winners will be selected in a random drawing conducted on or about February 16, 2012, from among all eligible entries received. By participating, entrants agree to abide by and be bound by the Official Rules and by the decisions of the judges, which are final and binding in all matters relating to this Sweepstakes. Entrants are responsible for compliance with all applicable laws. Winners will be notified by email, telephone, or U.S. mail. Odds of winning depend on the number of eligible entries received.

4. Prize: Prizes are not transferable by winners and no prize substitutions will

be allowed, except in Sponsor's sole discretion due to unavailability of featured prize. Prizes may not be redeemed by winners for cash. Various prizes will be offered as stated in the January 2012 issue of Learning.

5. Terms and Conditions; Limitation of Liability: Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Sweepstakes Rules, and by entering, participants agree to be bound to these Sweepstakes rules. Any security breach or other attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. If, for any reason, the Internet portion of the Sweepstakes is not able to run as planned, including but not limited to infection by computer virus or worm, tampering, fraud, technical failure, or any other cause that corrupts or threatens the administration, security, or integrity of the Sweepstakes, the Sponsor reserves the right, in its sole discretion, to discontinue, suspend, or cancel the Sweepstakes or any portion thereof. Grand Prize Winner and some Monthly Drawing First Prize Winners will be required to execute and return an affidavit of eligibility and liability and publicity release (where permitted) within 14 days of the date on which Sponsor transmits the notification of winning a prize. Failure to do so will result in prize forfeiture, and an alternate winner will be selected from among remaining eligible entries. All taxes on prizes are the responsibility of the winners. In the event that a winner's prize notification letter or prize comes back undeliverable, or the selected winner of a prize is ineligible or refuses the prize or the prize is forfeited for any reason, the prize will be forfeited, and an alternate winner will be randomly selected from among remaining eligible entries.

By accepting prize, winner grants to Sponsor the right to use, and consents to the use by Sponsor of, his/her name, photo and/or likeness for publicity purposes without further compensation, except where prohibited by law.

Winners release Sponsor and its directors, officers, employees and agents including without limitation, their advertising and promotion agencies, from any and all liability, loss or damage (INCLUDING PERSONAL INJURY OR DEATH) incurred with respect to the awarding, receipt, possession and/or use of any prize or participation in any prize or Sweepstakes related activity, including any travel related thereto.

Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by 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. Sponsor is not responsible for computer system, phone line, hardware, software, or program malfunctions or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature.

Sponsor retains the discretion to make all decisions regarding the interpretation and application of these rules. All decisions of Sponsor are final and discretionary. The laws of the State of North Carolina shall govern this Sweepstakes, without regard to North

Carolina's choice of law rules. The courts of North Carolina shall be the exclusive forum for any dispute relating to these Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of North Carolina. For prizes valued at \$600 or greater, winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with prizes are responsibility of winner.

6. Official Rules and Winner's List: To obtain a copy of the winner list, send a self-addressed stamped envelope to: Learning Magazine January 2012 Winner List, 3515 West Market Street, Greensboro, NC 27403, by December 31, 2012, and note the month and year of the issue you would like a winner's list for. Official Rules are available at www.learningmagazine.com.

Sponsor: The Education Center Inc., 3515 West Market Street, Greensboro, NC 27403.