

2023

Classroom Edition - Wyland National Mayor's Challenge for Water Conservation Sweepstakes Rules

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE SWEEPSTAKES.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

VOID WHERE PROHIBITED BY LAW.

1. SPONSOR: Wyland Foundation, 30265 Tomas, Rancho Santa Margarita, CA 92688, a 501c3 non-profit organization, is solely responsible for all aspects of this sweepstakes ("Sweepstakes").

2. ENTRY: This Sweepstakes will be conducted commencing at 12:01 AM PDT April 1, 2023 and ending at 11:59 PM PDT April 30, 2023 ("Entry Period"). During the applicable Entry Period, you may enter such Sweepstakes at www.mywaterpledge.com/students by: (1) Signing up with your Facebook account or email address (2) Entering your city. If entering by Facebook, individuals will be auto-assigned to compete on behalf of the city associated with the individual's Facebook account. (3) Taking the "My Water Pledge" and making at least one commitment on behalf of your classroom to reduce your environmental impact; (4) Completing the required fields in the online entry form. (5) Checking the entry boxes agreeing to A) participate in the Mayor's Challenge classroom prize giveaway; and B) enter your classroom / school in a drawing for gift cards to use toward up to \$250 in classroom supplies; and C) enter your classroom / school to participate in the prize giveaway of 100 Zenni® ReMakes™ sustainable sunglasses. Normal Internet access and usage charges imposed by your online service will apply. You understand that by participation in these Sweepstakes, if you are a potential winner, the Sponsor may contact you via email, mail or by phone. It is your sole responsibility to notify the Sponsor in writing if you change your Contact information before the Sweepstakes ends. For purposes of these Official Rules ("Rules"), all times and days are Pacific Time. People may also enter the Sweepstakes by providing the same information required in (1) through (5) hereinabove by clearly printing on standard sized, white paper, and mailing it to Wyland Foundation, 30265 Tomas, Rancho Santa Margarita, CA 92688. Mail entrants must clearly write on the same document that they commit to the My Water Pledge on behalf of their classroom to reduce their environmental impact and sign the Pledge. Entries by mail are eligible for all prizes for which they qualify. Mail entries must be postmarked by April 30, 2023 and received by May 5, 2023.

3. LIMITATIONS: All Entries for each Sweepstakes must be made during the applicable Entry Period. Only one Entry per teacher/classroom is permitted.

Only one Email Account may be used by each participant. Each person may enter / participate only once during the entry period. It is not permitted to have more than one entrant use the same Email Account to enter. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person who is the “authorized account holder” assigned to the Account. Should the Sponsor in its sole judgment determine that an Entry was made by any method other than set forth above in Section 2, including Entry by any automated system, said Entry will be void and the Entrant will be disqualified from the Sweepstakes. An improper entry may also result in the disqualification of the entire city at Sponsor’s sole discretion. Persons of any age may make a commitment to reduce their environmental impact via www.mywaterpledge.com/students, however, prize redemptions and qualifications are open only to teachers who, upon entering, are 18 years or older; U.S. Residents; legal residents of the City entered (collectively, “Territory”); and persons who are not officers or members of the board of directors of Wyland Foundation; its parent, subsidiary, affiliated or successor companies; the advertising, promotional or fulfillment agencies of any of them (individually and collectively, “Entities”) nor members of their households or immediate family members. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) are responsible for Entries from persons residing, or physically located, outside the Territory, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant’s email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. This Sweepstakes, or any portion of it, is void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

4. PROCEDURES FOR TEACHER GIFT CARD PRIZES: 1) As part of the Classroom Edition of the Wyland National Mayor's Challenge for Water Conservation, teachers within the 50 United States and the District of Columbia will compete on behalf of their classroom and school on a national basis in the following regional categories for 2023: (Northwest region, Southwest region, Midwest Region, Northeast Region, and Southern Region), as outlined by Sponsor at mywaterpledge.com/classroom-edition. 2) Teachers will enter the name of their city at www.mywaterpledge.com/classroom-edition in the space provided and will compete on behalf of that city. If entering by Facebook, teachers will be auto-assigned to compete on behalf of the city associated with

the teacher's Facebook account. 3) Cities' region category criteria will be defined by the Sponsor 4) One teacher who completes the Challenge and opts into the Sweepstakes will be chosen at random from each region and will be classified as a Winner (Five winning teachers collectively known as "Winners"). 5) A participating school is not a precondition for winning. Number of students listed does not increase the chance of winning. 6) All Entries must be received during the applicable Entry Period. Within ninety (90) days after April 30, 2022, in a random drawing operated and controlled by an unaffiliated 3rd Party, the potential winners for such Sweepstakes will be selected from all eligible Entries received from entries who opt into the Sweepstakes ("Winners"). Odds of winning Sweepstakes depend on the total number of eligible Entries received for such Sweepstakes. 7). Multiple teachers from the same school may enter.

5. GIFT CARD PRIZE:

1. Teacher/Classroom Prize: 5 sets of gift cards (Total Ret. Value per prize \$250) will be chosen at random from among teachers/classrooms who participate in the Sweepstakes. Prizes will be allocated (1 per region). Eligible classrooms will be those whose teacher or representative completes the classroom submission process at mywaterpledge.com/students.

6. PROCEDURES FOR CLASSROOM ZENNI® REMAKES™ PRIZE AS IT RELATES TO THE MAYOR'S CHALLENGE FIVE (5) WINNING CITIES:

1. Cities within the 50 United States and the District of Columbia will compete on a national basis in the following population categories for 2023: (5,000- 29,999 residents, 30,000 - 99,999 residents, 100,000- 299,999 residents, 300,000- 599,999 residents, and 600,000+ residents), as outlined at www.mywaterpledge.com.

2. Individuals will enter the name of their city at www.mywaterpledge.com in the space provided and will compete on behalf of that city. If entering by Facebook, individuals will be auto-assigned to compete on behalf of the city associated with the individual's Facebook account.

3. Cities' population category criteria will be defined by the 2010 U.S. Census. 4. The city with the highest percentage of residents who take the Challenge in their population category will be classified as a Winning City (Five winning cities collectively known as "Winning Cities"). A weighting formula will be applied to each city's population to provide equal value to each entry relative to population size. A bonus percentage of up to 10% will be added to each city's final score based on the number of MyVolunteer Water Projects undertaken throughout the preceding 12-month period. To qualify as a Winning City for 2023, any Winning City from the previous year must qualify with the highest percentage of residents who take the Challenge in their population criteria and achieve a ten percent (10%) growth in residential participation over their prior year performance.

5. A participating mayor is not a precondition for winning.

6. All Entries must be received during the applicable Entry Period. Within ninety (90) days after April 30, 2023, in a random drawing, the potential winners for such Sweepstakes will be selected from all eligible Entries received from the

Winning Cities for such Sweepstakes (“Winners”). Odds of winning Sweepstakes depend on the total number of eligible Entries received for such Sweepstakes.

7. *Residents in cities with a population under 5,000 and ALL participants in the Sweepstakes will be entered in a separate prize drawing for a \$500 Home Improvement Store shopping spree and will be eligible for Daily Prizes.

7. ZENNI® CLASSROOM PRIZE:

Teacher/Classroom Prize For Each of the Five (5) winning Cities: 100 Zenni® ReMakes™ Sunglasses will be awarded to one (1) school in the five (5) winning cities with the most teacher / student participants. Teachers take the Challenge on behalf of their students (inputting pledges based on majority votes in a class poll). Teachers with multiple classes such as junior high or high school may take the challenge multiple times, reporting results for each class. School total numbers will be counted toward their city’s overall participation numbers and a chance for residents to win additional prizes.* The school with the highest percentage of participants based on the entire school’s population wins if no other schools in the city have a participation percentage greater than 75%. If more than one school has a participation percentage over 75% the final winning school will be chosen in a random drawing. School will provide a list of all the participating students at the winning school (first names and last initial are acceptable). Wyland Foundation will use a random number generator to identify 100 students from among the list to receive the glasses at each of the five (5) winning schools. Zenni® may or may not conduct vision screenings for one or all of the winning schools. *Students do not qualify for the +18 prize pools in the Mayor’s Challenge.

ADDITIONAL INFORMATION: Sponsor reserves the right to provide additional prizes. The prizes cannot be used in conjunction with any other promotion or offer. All prize values are stated in United States dollars. If for some unanticipated reason, a stated prize is unavailable, Sponsor has the right to substitute one or more items of equal or greater value, in its sole and absolute discretion. No prize is exchangeable, transferrable, or redeemable for cash. The Winner(s) are solely responsible for complying with any and all applicable federal, state, provincial, local or other statutes, regulations, and other laws and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to any prize. THE PRIZE(S) ARE PROVIDED “AS IS.” SPONSOR AND ITS AFFILIATES DO NOT MAKE, AND EACH OF THEM EXPRESSLY DISCLAIMS, ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY PRIZE OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, PLEASE NOTE: AS A CHARITY DEDICATED TO PROVIDING EDUCATIONAL INFORMATION AND OUTREACH ABOUT WATER ISSUES AND THE ENVIRONMENT, WE ARE NOT SET UP TO HANDLE ISSUES THAT A RETAIL COMPANY MAY NORMALLY BE ABLE TO HANDLE AND THEREFORE CANNOT ACCEPT RETURNS OR EXCHANGES FOR PRIZES, INCLUDING,

BUT NOT LIMITED TO THOSE THAT ARE DAMAGED OR MISHANDLED IN TRANSIT.

1. WINNERS: The winners for each Sweepstakes will be notified via email or by telephone at the number they provided within ninety (90) days following the conclusion of Sweepstakes. Entries submitted using the Facebook feature will be contacted based on the information provided by the individual's Facebook account. Sponsor is not responsible for changes to contact information provided by potential winner that may interfere with winner notification. To claim the prize, winners will be required to respond by email and provide your full name, email address, physical mailing address and phone number to this email address: mayorchallenge@wylandfoundation.org. This email shall include the name and city of residence in the subject line. Unless specified otherwise, prizes will be mailed to the address provided during the entry process. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] potential winner's failure to respond to notification within forty eight (48) hours after its transmission; [2] the failure of notification due to deactivation of the potential winner's Email and Telephone Accounts prior to receipt of notification; [3] potential winner's failure to provide sufficient contact information; [4] potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [5] potential winner's failure to validly claim any prize within five (5) days after it is sent and [6] any other non-compliance with Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. All taxes are solely the responsibility of each winner.

2. CONDITIONS: By entering these Sweepstakes and/or accepting any prize you may win, you agree, represent and warrant that: [1] you will be bound by the Rules and the Sponsor's decisions, which shall be final in all respects; [2] the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; [3] you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; [4] the Releasees do not make any representation, warranty or guarantee, express or implied, relating to any Sweepstakes or prizes; [5] winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information, statements about the promotion and/or live and taped performances of interviews for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [6] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national

emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of any Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend such Sweepstakes; and in such event, to select a winner by such method as Sponsor in its sole discretion shall consider equitable; [7] the Releasees are not responsible for typographical or other errors in the offer or administration of any Sweepstakes, including but not limited to: errors in the advertising, Rules and selection and announcement of the winner; [8] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [9] Sponsor has the right to modify prize award procedures at its sole discretion; [10] the Releasees are not responsible for changes to computer or online network provider functions that may interfere with Sweepstakes or participant's ability to timely enter and [11] Releasees are not responsible for any failure of delivery of winner notification.

3. YOUR PRIVACY: Wyland Foundation maintains the following privacy policies in regard to the information that you choose to supply us, and adheres to a strict privacy policy that allows for unsubscribing or opting-out of any future communications:

Sweepstakes, Contests and Promotions Participation in the sweepstakes is completely voluntary. Information requested may include personal contact information such as your name, shipping and email addresses. Contact information will be used to notify winners, award prizes and contact users with further information about Wyland Foundation programs and events, as well as the programs and events of Wyland Foundation non-profit partners. Should you desire to be excluded from communications regarding Wyland Foundation programs and the programs and events of Wyland Foundation's non-profit partners, please send a statement in writing to Wyland Foundation, 30265 Tomas, Rancho Santa Margarita, CA 92688 stating that you wish to not be contacted. Please note that your personal information will not be sold or provided to third parties without your express consent. However, we may use an intermediary to conduct these surveys or contests, they may not use users' personally identifiable information for any secondary purposes. Survey information will be used for the purposes of monitoring or improving use of and satisfaction of the Wyland Foundation web site.

A) Cookies A cookie is a piece of data placed on your hard drive when you visit our site. We may use cookies to help us recognize you when you come back to our site. We may also use cookies to help us monitor traffic on our site. This information may be aggregated in an anonymous manner. You can select to have our web site remember your email address and password on your specific computer when you login. This information will be stored in a cookie on your hard drive that will only be used when you return to the site to login again.

B) **Session Cookies** A cookie is a piece of data placed on your hard drive when you visit our site. We use session cookies to help you navigate through the actions on our site when you log in, but they contain no personally identifiable information about you. We may also use cookies to help us monitor traffic on our site. This information may be aggregated in an anonymous manner. This will help us better tailor our site and provide you with offers that we think may be of interest to you.

C) **IP Addresses and Environmental Variables** Wyland Foundation may also collect information through IP addresses or environmental variables. An "IP address" is a number used by computers on the network to identify your computer so that data can be transmitted to you. "Environmental variables" include, among other things, the domain from which you access the Internet, the time you accessed our web site, type of web browser and operating system or platform used, the Internet address of the web site you left to visit Wyland Foundation, the names of the pages you visit while at our web site, and the Internet address of the web site you then visit. We collect all of this information to allow us to detect broad demographic trends, to provide information tailored to your interests and to enhance your experience on Wyland Foundation and / or affiliate web sites. This information may be aggregated in an anonymous manner.

D) **User Control Over Collection and Use of Information** Wyland Foundation provides you with the following choices regarding the use of your information: You may set your browser to: (1) inform you when cookies are being set before a cookie is stored; (2) not accept cookies at all; and (3) erase all cookies from your hard drive. However, if you choose to reject or erase cookies, your ability to navigate our site may be limited. You may choose not to provide Wyland Foundation with any contact information. However, if you do so, we will be unable to enter you in any sweepstakes or contests. Additionally, your ability to navigate our site may be limited. If you would like to opt-out of receiving some or all further information from Wyland Foundation, either (1) take the opportunity to opt out wherever personally identifiable information is collected, (2) take the opportunity to opt out in the links on the bottom of the email we send to you.

E) **Facebook account holders who opt to take the challenge using their Facebook account agree to share their profile and friend list with "Sponsor."** The Sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook.

F) **Policies for Children (Individuals Under 13 Years of Age)** The Wyland Foundation encourages parents and guardians to spend time online with their children and to participate in the activities offered on the sites. We encourage parents and guardians to take an active role to protect the privacy of their children and to prevent inappropriate use of information about their children. Wyland Foundation does not actively seek to collect personal information about children under 13 through its website and no information should be submitted by Guests under 13 years of age without the consent of their parent or guardian. Parents and guardians should instruct their children never to give out real names or any other identifying information over the Internet without first getting parental permission. If a Parent or Guardian wishes the Wyland Foundation to delete any

information provided to the Wyland Foundation by their under 13 year old child, decline to have that information shared with third parties, and/or opt out of any future collection or use of that information, they may contact Wyland Foundation Data Management.

G) Links This Web site contains links to other sites. Please be aware that we, Wyland Foundation, are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information. This privacy statement applies solely to information collected by Wyland Foundation.

4. **RULES & WINNERS' LIST:** Winning teachers/classrooms and schools will be announced some time between May 1, 2023 – August 31, 2023. For names of winners (which will be available after August 31, 2023) and/or Rules (before May 1, 2023), send an email to mayorschallenge@wylandfoundation.org. Please include in the subject line: Rules and Winners Request – Mayor's Challenge. Or mail a written request, along with a self-addressed, stamped envelope, to: Wyland Foundation, Attn: Rules and Winners Request – Mayor's Challenge for Water Conservation, 30265 Tomas, Rancho Santa Margarita, CA 92688.

5. **DISCLAIMERS OF WARRANTIES AND REPRESENTATIONS:** Wyland Foundation is not a licensor or licensee of any of the partners, products or affiliates for this sweepstakes. WE MAKE NO REPRESENTATION AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any of the products and prizes provided herein. Wyland Foundation is independent from and not responsible for any of the entities providing prizes and support for this sweepstakes and therefore we are not responsible for the opinions or representations made by any affiliate, partners or donors. The statements made by our affiliates and sponsors are not necessarily the opinion of the Wyland Foundation.