

CRAYOLA LEARNING SOCIAL MEDIA SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE, TEXT MESSAGE OR PAYMENT NECESSARY TO ENTER.

A purchase of Crayola® products, or text message or payment, will not increase your chances of winning. OPEN TO ALL LEGAL RESIDENTS OF ALL ELIGIBLE STATES WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED BY LAW.

Crayola Learning Social Media Sweepstakes (the “Sweepstakes”) is sponsored and administered by Crayola LLC 1100 Church Lane, Easton, Pennsylvania, 18040 (“Crayola”). None of Facebook, Instagram, Twitter, TikTok, or its shareholders, affiliates, or subsidiaries has offered or sponsored this Sweepstakes in any way or shall have any liability or responsibility for any claim in connection with this Sweepstakes or any prize awarded.

1. **OVERVIEW/ENTRY PERIOD:** The Sweepstakes starts on January 1, 2025, at 7:00 A.M. ET, and ends on February 2, 2025, at 11:59 P.M. ET (the “Sweepstakes Period”). One (1) Grand Prize winner will be selected at the closing of the Sweepstakes Period. Crayola’s computer shall be the official Sweepstakes Period clock.
2. **ELIGIBILITY:** This Sweepstakes is offered only to permanent, legal residents of the United States who are 18 years of age or older at the time of entry. Employees, officers, and directors of Crayola, MFS Investment Management, and their respective shareholders, parent company, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (defined as spouse, parent, child, sibling, grandparent, grandchild, and the “steps” of each) and persons living in the same household of each (whether related or not) are not eligible to enter. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes the entrant’s full and unconditional agreement to these Official Rules and Crayola’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein, including, but not limited to, U.S. residency and age limitations. If the winner opts to open a college savings account for the purpose of investment of the grand prize (a “529 Account”), winner and his/her child for whom a 529 Account is to be opened must have a U.S. Social Security number or U.S. taxpayer identification number, a permanent U.S. address that is not a P.O. Box and otherwise must be eligible to open a 529 Account. The winner will be responsible for any expenses incurred as a result of opening of or investing in a 529 Account. The Sweepstakes is not a recommendation to invest in or open a 529 Account.
3. **HOW TO ENTER:** To enter online, visit Crayola.com/InvestinginCreativity during the Sweepstakes Period and follow instructions to enter the Sweepstakes. Entrant must acknowledge review of the Official Rules and satisfy any opt-in requirements at the time of entry. By properly completing the form, the entrant

will receive one automatic entry into the prize drawing. Limit of one entry per person.

4. **WINNER SELECTION:** A random drawing among all eligible entries received by the end of Sweepstakes Period will be conducted within approximately 48 hours of the closing thereof. Potential winner will be notified within approximately 24 hours after the drawing. Odds of winning a prize depends on the number of eligible entries received during the Sweepstakes Period.
5. **GRAND PRIZE:** Random drawing will be conducted for the following prizes at the end of the Sweepstakes Period, including one (1) Grand Prize winner:
GRAND PRIZE:
 - \$4,500 cash prize
 - Crayola art tools (valued at \$500)

The prize consists of only the items described here. A prize winner may not assign, sell, or otherwise transfer their prize to another person. No cash redemptions will be allowed. No prize substitutions are allowed except at the discretion of Crayola or as provided herein. Prize may be substituted by Crayola and/or MFS Investment Management in the event they become unavailable. The winner will be responsible for all federal, state, and local income taxes resulting from acceptance of the prize.

6. **HOW TO CLAIM A PRIZE:** The winner will be notified via email from education@crayola.com, with instructions on how to claim the prize. If a potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept their prize, or if Crayola is unable to contact a potential prize winner within two (2) business days of the date of the applicable drawing, or in the event that a prize notification is returned as undeliverable, the prize will be forfeited and, in Crayola's sole discretion, the prize may be awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. The prize winner may be required to furnish proof of identification. Before being declared a prize winner, the potential winner will be required to execute and return an Affidavit of Eligibility and Liability Release within two (2) business days from the date of receipt of winner notification email from Crayola, or the prize may, in Crayola's sole discretion, be forfeited, and in Crayola's sole discretion, awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. If the winner does not already have a 529 Account and opts to open one, the winner is encouraged to consult with their financial professional for assistance in selecting and opening an appropriate account.
7. **LIMITATION OF LIABILITY:** Crayola is not responsible for (a) electronic transmission or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Crayola for any reason, (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft, or destruction of, unauthorized access to, or alteration of, entries, (c) failed or unavailable hardware, network, or software, (d) causes beyond Crayola's reasonable control that jeopardize the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, (e) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in

the Sweepstakes, (f) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winners and/or (g) cheating or fraud by any entrant. All incomplete or non-conforming entries will be disqualified.

If for any reason the Sweepstakes cannot be executed as planned, including, but not limited to, any printing, administrative, human, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Crayola that corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Crayola reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes without notice. If the Sweepstakes is terminated prior to the end date of the Sweepstakes Period, the prize for the Sweepstakes may be awarded in a random drawing from among all eligible, non-suspect entries received during the Sweepstakes Period prior to the date/time of termination. Thereafter, no further entries will be accepted, no drawings will be conducted and no further prizes will be awarded. Crayola reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Sweepstakes, or who acts in violation of these Official Rules or in a disruptive manner. Crayola's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CRAYOLA RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering the Sweepstakes, each entrant agrees to indemnify, release, defend, and hold harmless Crayola, MFS Investment Management, Facebook, Instagram, Twitter, TikTok and their respective shareholders, parent companies, affiliates, subsidiaries, and the officers, directors, and employees of each of the foregoing (collectively, the "Released Parties") from and against any and all liability for loss, harm, damage, injury, cost, or expense whatsoever arising from or in connection with participation in the Sweepstakes, a 529 Account or the acceptance, possession, and/or use/misuse of a prize. By accepting a prize, the winner acknowledges that Crayola and MFS Investment Management has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a 529 Account, the prize or any portion thereof. By entering the Sweepstakes, entrants grant to Released Parties the right to publicize the entrant's name, photograph, image, likeness, voice, statements and biological information for advertising, trade and promotional purposes without compensation and without opportunity for review in all manner and media, in perpetuity, except where prohibited by law.

8. **DISPUTES/VENUE/GOVERNING LAW:** By participating in the Sweepstakes, entrants agree that (a) any and all disputes, claim, and causes of action arising out of or in connection with this Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state, or local court, (b) any and all claims, judgments, and awards shall be limited

to the actual out-of-pocket costs incurred, including, but not limited to, costs associated with entering this Sweepstakes, but in no event attorneys' fees and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of Crayola in connection with the Sweepstakes, shall be governed by, and constructed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. The invalidity or unenforceability of any provision of these Official 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 Official 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.

9. **PERSONAL INFORMATION:** Any personally identifiable information collected during entrant's participation in this Sweepstakes will be collected by Crayola and used by Crayola, its affiliates and agents, only for the purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, and in accordance with any opt-in affirmation such entrant may have agreed to during the entry process. Crayola may only use the personally identifiable information obtained from the entrants in accordance with their privacy policy and terms of use. See here for Crayola's [Privacy Policy](#) and [Terms of Use](#).
10. **GENERAL:** By entering the Sweepstakes, entrants agree to abide by and accept these Official Rules and the decisions of Crayola, which shall be final and binding in all matters relating to the Sweepstakes. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, human, or other errors, more than one (1) person is notified as a potential prize winner for the same Sweepstakes drawing, a random drawing from among all such notified entrants will be held to determine the actual prize winner. All entries become the property of the Sponsor and will not be returned.
11. **WINNER:** The winner will be published on facebook.com/CrayolaLearning on or about February 28, 2025.
12. **529 ACCOUNT:** If the winner opts to open and invest in a 529 Account, winner should consider whether the winner's or the beneficiary's home state offers any state tax or other benefits that are only available

for investments in that state's 529 plan. Funds deposited in a 529 Account or any investment returns thereon are neither insured nor guaranteed by any party or entity and there is a risk of investment loss.

13. **SPONSOR:** Sponsored and administered by Crayola. Facebook, Instagram, Twitter, and TikTok have not offered or sponsored this Sweepstakes in any way.