

RULES:

Back to School 2016 Promotion OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Back to School 2016 Promotion (the “**Promotion**”) is a fundraising challenge that begins on or about August 16, 2016 at 12:01 a.m. Eastern Time (“**ET**”) and ends on September 30, 2016 at 11:59 p.m. ET (the “**Promotion Period**”). The Promotion consists of a fundraising competition (the “**Competition**”) to award the “Grand Prize” as described below. Participation in the Promotion does not constitute entry and/or participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Pencils of Promise, Inc., 37 West 28th Street, 3rd Floor, New York, NY 10001 (“**Sponsor**”), which shall be final and binding in all respects.

HOW IT WORKS: To enter the Promotion, visit the web site, pencilsofpromise.org/backtoschool (the “**Website**”) and complete the required information to create your own personal page (“**Personal Page**”). Once you have created your Personal Page, you can begin collecting donations directly at your Personal Page.

If at any point during the Promotion Period, the balance of your Personal Page is greater than \$3,000, you will automatically be entered into a Drawing to win the “Grand Prize”. Additional entries into the Drawing will be awarded for every additional \$1,000 you raise in addition to your initial \$3,000.

All requested information to create a Personal Page must be completed at the Website to enter and to be eligible to win. Incomplete entries will be disqualified. Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with the privacy policy found on the Website.

In the event a dispute regarding the identity of the individual associated with an individual Personal Page cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. **Limit one (1) Personal Page per person and/or per e-mail address.**

WINNER SELECTION AND NOTIFICATION: At the conclusion of the Promotion Period, the Grand Prize winner will be randomly selected from among all Personal Pages that have received at least one (1) entry into the Drawing. In the event that there are no entries in the Drawing, the Grand Prize winner will be randomly selected from all eligible participants in the Promotion. The potential prize winner will be notified by e-mail using contact information provided or collected at the time of entry. For any potential winner who is a resident of Canada, each potential winner must first answer correctly without assistance of any kind the Sponsor’s mathematical skill-testing question posed as part of the potential winner’s “Prize Claim Documents” (described below). Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such

potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. **The odds of winning each Prize depend on the number of eligible entries received during the Promotion Period.**

PRIZE/APPROXIMATE RETAIL VALUE: One (1) Grand Prize is available. The Grand Prize consists of the exclusive opportunity to travel to Guatemala to visit and experience Pencils of Promise's work on the ground. The Grand Prize consists of a three (3) night/four (4) day trip for the winner and one (1) guest to Guatemala. The Grand Prize includes round-trip, coach-class air transportation tickets for the winner and one (1) guest to Guatemala from the Grand Prize winner's nearest international airport, hotel accommodation and ground travel while in Guatemala. Ground/air transportation to/from the airport of departure are not included as part of the Grand Prize. The approximate retail value ("ARV") of the Grand Prize is up to \$1,500. The Grand Prize winner must be eighteen (18) years of age or older, or if the prize winner is a minor, the prize winner must travel on the same travel itinerary with his/her parent or legal guardian. Winners and guests must possess all required travel documents including a valid U.S. or Canadian passport as necessary. Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route in its sole discretion. In the event winner engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner home with no further compensation. **Date of departure and return are at Sponsor's sole discretion.** In the event Grand Prize winners cannot travel on dates designated by Sponsor, Grand Prize will be forfeited and an alternate winner will be selected.

GENERAL PRIZE CONDITIONS: No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). In the event a winner is a minor, his/her parent/legal guardian must also sign any required Prize Claim Documents on his/her behalf. If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL: Acceptance of a prize constitutes prize winner's permission (and in the case of a minor, prize winner's parent/legal guardian's permission) for Sponsor to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Participants (and, in the case of a minor, participants' parent/legal guardian) agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from participants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to a participant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select Prize winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination (in the manner described above) and will select the Grand Prize and First Prize winners based on the Personal Pages that have raised the highest and second highest amounts of money, respectively, as of the date of the event giving rise to the termination (in the manner described above). Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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.

ELIGIBILITY: Only legal residents of the United States and Canada (excluding Quebec) who are thirteen (13) years of age or older are eligible to enter. Participants who are under the legal age of majority in their state or province of primary residence (a "**minor**") must get their parent or legal

guardian's permission to participate in the Promotion. Minor participants will be required to provide parental consent in a form satisfactory to the Sponsor before he or she can be declared a winner and any prize can be awarded. Sponsor, the Institute for Shipboard Education, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Promotion or win a prize.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST: Any legally required winner's list will be posted at the Website at the end of the Promotion Period.