

## 2022 FALL WEBINAR SWEEPSTAKES

The 2022 Fall Webinar Sweepstakes is a random drawing

### OFFICIAL SWEEPSTAKES RULES 2022

**Important: Please read these Official Sweepstakes Rules (“Rules”) before participating in the 2022 Fall Webinar Sweepstakes (the "Sweepstakes"). By participating in the Sweepstakes, you agree to be bound by these Rules and represent that you satisfy all of the eligibility requirements below.**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. VOID WHERE PROHIBITED.

**SPONSOR:** The sponsor of the Sweepstakes is Texas Instruments Incorporated, acting by and through its Education Technology division (“TI”), with a place of business at 12500 TI Boulevard, Dallas, Texas 75243, and with a website at <http://education.ti.com>.

**SWEEPSTAKES PERIOD:** The Sweepstakes entry period will begin on August 2, 2022 at 12:01 am Central Time (“CT”) and will end on November 29, 2022 at 6:00 pm CT (the “Sweepstakes Period”). TI’s computer will be the official time keeping device of this Sweepstakes. All dates are expressed month/day/year.

**ELIGIBILITY:** OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, AND PUERTO RICO WHO ARE TWENTY ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND WHO ATTEND ONE OF THE TWENTY TWO (22) WEBINARS CONDUCTED FROM AUGUST 2 TO NOVEMBER 29 BY TI. Employees (and interns) 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) and TI’s affiliates, subsidiaries, and their respective contractors, (e.g. T<sup>3</sup> instructors, participating advertising and promotion agencies, etc.) are not eligible to enter or win. By participating, you agree to be bound by these Rules and TI’s decisions which are binding and final on matters relating to this Sweepstakes. Sweepstakes.

Sweepstakes are subject to all applicable United States federal, state and local laws. This Sweepstakes and any related advertisements are intended for viewing only within the above referenced eligible locations.

By participating in the Sweepstakes, you agree (1) you have read and understand these Rules; (2) you meet the eligibility requirements as explained in these Rules; (3) you are bound by these Rules and TI’s Terms of Use and Legal Notices as published at <http://www.ti.com> and [TI’s Privacy Policy](#) (including [Cookie Policy](#)); (4) you unconditionally accept and agree to comply with and abide by these Rules and the decisions of TI, without appeal; and (5) these Rules shall be legally binding on you and your legal representatives, heirs, successors, and assigns.

#### HOW TO ENTER:

To enter the Sweepstakes, take the following steps before the end of the Sweepstakes Period:

- First, register for one of the twenty-two Education Technology webinars at <https://education.ti.com/tiwebinars>
- Second, click on the “Submit” button displayed at the bottom of the associated registration page pursuant to the onscreen instructions. (A person who submits a registration is an “Entrant.”); and

- Third, attend one of the twenty-two webinars.

Each Entrant may enter the Sweepstakes up to twenty-two times, once per webinar, during the Sweepstakes Period.

Message and data rates may apply to the use of a mobile phone/device to participate in the Sweepstakes. Entrants are strongly advised to check their mobile phone/device carrier's rate plan before attempting to participate in the Sweepstakes via a mobile phone/device. Wireless internet service may not be available in all areas.

#### **WINNER SELECTION:**

**DRAWING:** One prize winner will be randomly selected from a pool of all Entrants immediately after each webinar at approximately 8:00 PM CT on: August 2, 2022; August 9, 2022; August 16, 2022; August 18, 2022; August 23, 2022; August 30, 2022; September 8, 2022; September 13, 2022; September 20, 2022; September 22, 2022; September 27, 2022; October 4, 2022; October 6, 2022; October 11, 2022; October 18, 2022; October 20, 2022; October 25, 2022; November 1, 2022; November 3, 2022; November 10, 2022; and November 15, 2022; November 29, 2022. The winner must be present on the webinar to win. Odds of winning are dependent upon the total number of valid entries as of the day of the random drawing.

**PRIZES:** One winner per webinar will receive either one TI-84 Plus CE Python graphing calculator with software (ARV \$190) or one TI-Nspire CX II handheld with software (ARV \$203), the "Prize." No cash equivalents will be awarded.

In the event of unavailability of a stated prize, TI reserves the right to substitute items of equal or greater value. Prizes are not transferable, exchangeable, or redeemable for cash. Reporting and payment of any federal, state, provincial, local, VAT, or other taxes, fees, customs, duties, insurance, or other amounts owed in connection with any prize are the sole responsibility of the winner(s). TI will provide each winner with the appropriate tax documentation for any prize valued at \$600 or more.

EACH PRIZE IS GIVEN AWAY "AS IS." TI DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

#### **SWEEPSTAKES WINNER NOTIFICATION AND ACCEPTANCE:**

The winner will be notified at the time of the drawing. In addition, on or about one (1) day after each random drawing date, TI will make up to two (2) attempts within three (3) business days to contact the prize winner via the email address submitted by the Entrant to enter the Sweepstakes. You should confirm that your email spam filters will permit email from TI and/or periodically check your junk email for email from TI.

Winner(s) must respond to the prize notification within the time specified in the notification and may be required to: (1) provide his or her full mailing address for the purpose of receiving the prize(s), (2) upon TI's request, sign and return a release of liability, declaration of eligibility, and, where lawful, a publicity release signed by Entrant granting permission to use his/her name and likeness for advertising and/or promotional and/or marketing purposes (without further compensation) (Tennessee residents need not complete and return a publicity release); and (3) take possession of the prize(s) in the manner specified by TI.

**DISQUALIFICATION:** Noncompliance with these Rules, failure to return any documents within the time specified, failure to respond to notification attempts or returns of any prize/prize notification as

undeliverable will result in disqualification and an alternate winner will be selected. TI will fulfill all prizes within 4-6 weeks of the end of the Sweepstakes Period. All decisions of TI relating to the Sweepstakes are final.

**PUBLICITY:** Each winner, by acceptance of the Prize, except where legally prohibited, grants permission for TI 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.

**IDENTITY OF ENTRANT:** In the event of a dispute about the identity of an entrant, entries will be declared/made by the Authorized Account Holder of the email address entered on the Entrant's entry, and if a prize is won, it will be awarded to the email account owner. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses.

**GENERAL CONDITIONS:** The decisions of TI are final and binding on all matters relating to this Sweepstakes without appeal. Except as determined by TI in its sole discretion, no substitution of a prize shall be offered and no transfer of the right to receive a prize to a third party is permitted, except by TI, who reserves the right to award a prize, or portion thereof, of equal or greater value. In no event will more than the stated number of prizes be awarded. Actual value of prize will depend on current market conditions at the time of fulfillment, and any difference between the stated ARV and the actual value of the prize, if any, will not be awarded, except at TI's sole discretion. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. All prize details are in TI's sole discretion.

**PRIVACY:** Except as otherwise stated in these Rules, personal information collected in connection with this Sweepstakes will be used in accordance with TI's Privacy Policy found at <http://education.ti.com/> or with any other consent given by an Entrant. Any communication or information transmitted to TI by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary.

**GENERAL LIABILITY:** Entrants agree (a) TI shall not be responsible or liable for, and you hereby release TI from, any claims, losses, damages or injuries of any kind (including death, to persons, property) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize; (b) TI, to the maximum extent permitted by law, has made no warranty, condition, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose; (c) TI shall not be liable or responsible for any allegation of a violation of any law, rule or regulation relating to personal information or data security, resulting in whole or in part, directly or indirectly, from the Sweepstakes; and (d) TI shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (i) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (ii) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of TI, or (iii) by any other cause, condition or event beyond the control of TI.

TI assumes no responsibility for computer system, phone line, hardware, software, third party sites, or program malfunctions or other errors, failures of any kinds, delayed computer transmissions or network, server, cable, satellite, Internet Service Provider (ISP) or other connections that are human or technical in nature 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, notification and announcement of the prizewinners, or in any other Sweepstakes-related

materials. TI reserves the right in its sole discretion to cancel, suspend, modify or amend this Sweepstakes, in its entirety or in part, for any reason, including should virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes. TI is not responsible for incorrect or inaccurate registration information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes, by any technical or human errors which may occur in the processing of the entries in the Sweepstakes, or for any technical or human errors which may occur during the administration of the Sweepstakes. TI reserves the right at its sole discretion to disqualify any individual it suspects to be tampering with the entry process or the operation of the Sweepstakes or entry process, or to be acting in an unsportsmanlike, disruptive, or illegal manner or in violation of these Rules and void all associated entries. TI also reserves the right at its sole discretion to disqualify any Entrant it suspects is using any automated entry (e.g., any use of a bot), and any Entrant suspected or found to be: (1) submitting automated entries of any kind; (2) using software that automatically completes an entry; or (3) engaging in any form of cheating or hacking.

TI is not responsible for entries that are garbled, late, tampered with, forged, incomplete, misdirected, lost, misplaced, stolen, delayed, damaged, inaccurate, undelivered, destroyed or otherwise not in compliance with these Rules, and all such entries will be void. In the event that production, technical, seeding, programming or any other factors/reasons cause more than the stated number of prizes as set forth in these Rules to be available and/or claimed, TI reserves the right to award the prizes as stated herein via additional random drawings from among all eligible, legitimate, entries, at their sole discretion.

ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TI RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER TI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

If any part of these Rules is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and these Rules shall continue in effect.

**MODIFICATION OR TERMINATION:** TI reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Such reasons include but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, technical failures, or any other causes beyond the control of TI.

**GOVERNING LAW AND JURISDICTION:** The Sweepstakes and these rules and conditions shall be governed by the laws of the State of Texas and any dispute arising out of this Sweepstakes shall be brought in, and each entrant hereby consents to exclusive jurisdiction and venue in, the Federal District Courts sitting in Dallas County, Texas. By entering this Sweepstakes, all entrants agree that any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action or other proceeding.

**WINNERS' NAMES:** The winners' first name, last initial, city and state may be posted on the TI Education Technology Facebook page, located at [www.facebook.com/TICalculators](http://www.facebook.com/TICalculators), and on the TI Education

Technology Twitter page, located at <https://twitter.com/ticalculators> during the Sweepstakes and after verification.

**WINNERS LIST:**

To obtain a copy of these Rules or the name of the Prize winners, available after the Sweepstakes Period, send a stamped, self-addressed envelope to:

Texas Instruments Incorporated  
Educational Technology Division  
c/o 2022 Fall Webinar Sweepstakes  
13532 N. Central Expressway  
Dallas, TX 75243

Requests must be received by March 31, 2023.