

## ANTHOLOGY FIX YOUR CONTENT DAY CONTEST RULES FOR GLOBAL ACCESSIBILITY AWARENESS DAY

### 1. **How to Enter.**

You may participate in the Anthology Inc.'s ("Anthology") Fix Your Content Day (the "FYCD") between 00:00 Kiribati on May 18, 2023, and 11:59 p.m. Tonga on May 18, 2023. All existing Anthology Ally customers may participate in the FYCD, at no cost, by signing up at <https://www.anthology.com/fycd> (each "Participant" once registered). By registering for, and participating in, the FYCD, Participants expressly agree to be bound by these Official Rules for Anthology Inc.'s ("Official Rules")

For a chance to win, Participants need to fix as many digital course files as possible through Anthology Ally (each, an "Entry", collectively "Entries"). Entries include any digital content submitted by a Participant, including but not limited to, documents, images, videos, or other digital course files fixed by a Participant. Anthology proprietary materials including, but not limited to source code, logos, trademarks, designs, web pages, illustrations, and copyrighted material (collectively, "Anthology Property") are expressly excluded from Entries.

### 2. **Restrictions.**

The FYCD is only open to current Anthology Ally customers. Individuals acting on behalf of Participants must be at least twenty-one (21) years of age as of the date of registration. Anthology Group employees, board members, officers, representatives, agents, consultants, advertising and promotion agencies, judges and legal advisors, and Immediate Family of the foregoing are not eligible to participate in the FYCD. For the purposes of these Official Rules, "Immediate Family" shall include a marital partner, child, mother, mother in-law, father, father in-law, sister, sister in-law, brother, and brother in-law.

All Participants and all Entries must comply with the following terms and conditions. Failure to comply with this Section shall result in a Participant's automatic disqualification from the FYCD.

- a. Participants may only be selected as a winner for one (1) winner category listed in Section 3.
- b. Participants may not receive assistance from any unaffiliated person, entity, or other Participant in submitting Entries.
- c. Entries shall not contain (i) any material that violates or may violate or infringe on another's rights, including the right to privacy or any intellectual property rights, (ii) trademarks or brand names that are not the Participant's trademarks or brand names, (iii) unlawful content, or (iv) any content that is indecent, inappropriate, defamatory, disparaging, negative, offensive, racist, discriminatory (in the broadest sense of the word), or obscene all as determined solely by Anthology .

Anthology, in its sole discretion, reserves the right to prohibit any Participant, person, or entity from participating in the FYCD if such Participant, person, or entity is believed to have attempted to tamper with Entries, voting, or any other operations of the FYCD, or if such Participant, person, or entity repeatedly shows a disregard for, or attempts to, circumvent these Official Rules, or acts: (a) in a manner Anthology determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other Participant, the general public and/or the Anthology Group ; or (c) in any other disruptive manner. Any failure by Anthology to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. Any attempt to deliberately damage any website or undermine legitimate operations of the FYCD contest is in violation of criminal and civil laws, and Anthology reserves the right to seek damages to the fullest extent permitted by law from individuals or entities believed to have attempted or found to have participated in the foregoing.

### 3. **Selection of Winners.**

Once registered, Participants may visit the "[Communications Pack](#)"; Participants will also receive this link in a welcome e-mail which will allow Participant access to messaging templates, graphics, resources, assets, and

strategies to mobilize Participant's campus to fix accessibility issues with digital content on FYCD. Participants must fix files via Ally through the Ally User Interface for Entries (as defined below) to be counted in total fixed files. A "fix" will be achieved when the digital content accessibility score has been improved through Ally. Participants will have direct access to the same data points through their 'Usage Report' making scoring transparent.

Anthology will select global winners with the most Entries (1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place), and regional winners from each of the following 4 regions: Pacific (APAC), Latin America (LAC), Europe and the Middle East (EMEA), and North America. One first time Participant will also receive special recognition for the most fixes.

#### **4. Recognition.**

A Participant with the highest number of Entries for its respective region will win a "Fix your Content Day" champion trophy (evaluated at \$200.00 USD max.) and receive recognition on Anthology's social media channels. Only Participants who "win" in accordance with these Official Rules will receive a trophy and/or a plaque in recognition of their efforts. Remember, this is a competition of skill, the odds of winning depends on the number of fixes by each Participant. If a region or category does not receive any Entries, recognition for such region/category will not be awarded.

To request a list of the FYCDC winners, please send an e-mail to Rosario Bruzon at [rosario.bruzon@anthology.com](mailto:rosario.bruzon@anthology.com). Anthology will respond within ten (10) business days of receiving an e-mail request.

#### **5. Delivery of Recognition.**

Anthology will announce the FYCDC winners the week of May 22, 2023, via Anthology social media channels. Anthology will contact Participants qualifying for recognition pursuant to these "Official Rules" via the contact information supplied by such Participant within five (5) days of Anthology's announcement to arrange for delivery/receipt of the applicable recognition. Failure to respond to Anthology's communication within ten (10) business days from the date of notice will result in Participant forfeiting recognition and such recognition will be provided to the runner up in the applicable region/category.

#### **6. No Substitutes.**

Except as provided herein, no substitution, transfer, or assignment of the recognition offered by Anthology to winners shall be permitted except in Anthology's sole and absolute discretion. If a winner is unable to accept recognition as set forth in Section 4 above, Anthology will not substitute such recognition with any other form of recognition and, to the extent applicable, the runner up with the most Entries will be eligible to receive the applicable recognition.

#### **7. Void Where Prohibited by Law.**

**This fix your content day competition is void wherever prohibited by law.**

#### **8. Indemnification and Release.**

Participants agree to indemnify and hold harmless Anthology and each of its parent companies, affiliates, subsidiaries, officers, directors, agents, and employees and all others associated with the development and execution of this Fix Your Content Day contest, from any and all alleged and/or actual actions, demands, losses, settlements (whether or not litigation is commenced), claims, damages, and liability whatsoever, existing now or in the future, with respect to or in any way arising from this Fix Your Content Day contest or participation in any competition-related activity and/or delivery/mis-delivery, acceptance, possession, use, or misuse of the recognition provided by Anthology including, but not limited to, (A) liability for personal injury, bodily injury (including wrongful death or disability), damage to property, and damage or loss of any other kind, including, but not limited to, any such liability as a result of participant's guests/invitees participating in any event or experience with the participant, (B) any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment, or software, or (C) for the failure of any entry to be

received by Anthology , its advertising and promotion agencies, or the judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or any combination of the above. Further, Anthology and its advertising or promotion agencies, if any, will not be liable for any injury or damage to a participant's or any other person's digital devices related to or resulting from participating or downloading any material in the Fix Your Content Day contest. Only the stated number of winners set forth in these complete Official Rules will receive an award. If, for any reason, the Fix Your Content Day competition is not capable of running as planned due to, but without limitation, tampering, unauthorized intervention, fraud, human or other error, technical failures, or any other causes beyond the control of Anthology that, in the sole opinion of Anthology , could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Fix Your Content Day contest, Anthology reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Fix Your Content Day contest and to have the competition judges select the winner(s) from all eligible Entries received as of the date of termination. Any attempt to deliberately damage any portion of this offer or to undermine the legitimate operation of this Fix Your Content Day Competition is a violation of criminal and civil laws, and should such an attempt be made, Anthology reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Neither Anthology nor its affiliates are responsible for stolen, lost, late, misdirected, damaged, incomplete, illegible, or postage-due mail or entries; or for transactions that are processed late or incorrectly, or are lost due to any reason. Anthology reserves the right to disqualify participants who fail to follow these Official Rules or who make any misrepresentations relative to the Fix Your Content Day contest and recognition redemption. Fix Your Content Day competition void where prohibited by law. Anthology reserves the right to substitute the recognition identified herein. By participating in this Fix Your Content Day contest, Participants agree to be bound by the Official Rules and the decisions of Anthology and any of its representatives or affiliates. All winners, by acceptance of the recognition provided by Anthology, agree to release Anthology and its affiliates (and advertising, promotional or judging agencies, if applicable), from any and all liability, claims, or actions of any kind whatsoever for injuries, damages or losses to persons or property (including any third parties mentioned or shown in content submitted for this Fix Your Content Day contest), including, without limitation, personal injury or death, and claims based on publicity rights, intellectual property, privacy or defamation, which may be sustained in connection with the receipt, ownership or use of the recognition or any typographical or other error in the printing of these Official Rules or the offering or announcement of any winner.

#### **9. Taxes.**

Winning Participants are solely responsible for any and all applicable federal, state, and local taxes. If applicable, a winning Participant will be issued an IRS Form 1099 (or the appropriate IRS form if not the IRS Form 1099). All federal, state, and local laws and regulations apply.

#### **10. Dispute Resolution.**

Except where prohibited by law, as a condition of participating in this Fix Your Content Day contest, each Participant hereby agrees that (1) any and all disputes and causes of action arising out of or connected with this Fix Your Content Day competition or any recognition awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association and shall be held at the AAA office located in Washington, D.C. or the closest such office to Washington, D.C.; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with entering this Fix Your Content Day contest), and Participant further waives all rights to have damages multiplied or increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so a portion of the above may not apply to you. Except where prohibited, by participating in this Fix Your Content Day contest, Participant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Fix Your Content Day contest, or awarding of the recognition, shall be resolved individually, without resort to any form of class action.

#### **11. Governing Law.**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Participant and Anthology in connection with the Fix Your Content Day contest, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Virginia USA, without regard to choice of law rules.

**12. Publicity.**

All Participants hereby expressly grant Anthology and its affiliates (together, the "Anthology Group") permission to use, without additional notice or compensation, such Participants name, logo, and/or likeness and/or voice/photograph, and municipality of residence, and any applicable trademarks, for promotion and/or advertising purposes in any manner and in any medium (including, without limitation, radio broadcasts, newspapers, the FYCD Leaderboard and other publications and in television or film releases, slides, videotape, distribution over the Internet and picture data storage) which the Anthology Group may deem appropriate.

**13. Questions.**

If you have any questions about the Fix Your Content contest, please e-mail Rosario Bruzon at [rosario.bruzon@anthology.com](mailto:rosario.bruzon@anthology.com) and include "FYCD" in the subject line.

**14. Official Rules.**

The Official Rules are available at the [registration](#) page and the [communications pack](#) page. A copy of the Official Rules may also be obtained by printing the web page that contains the Official Rules.