

Find a copy of these Official Rules at <https://www.jostens.com/high-school-promotions/officialrules>

JOSTENS, INC.
CLASS OF 2024 CAP DESIGN CHALLENGE CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL, STATE AND LOCAL LAWS.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM. BY ENTERING, ENTRANTS RELEASE INSTAGRAM FROM ANY AND ALL LIABILITY RESULTING FROM THIS CONTEST.

- 1. Sponsor:** Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN 55435 (“Sponsor”).
- 2. Entry Period:** The Class of 2024 Cap Design Challenge Contest (“Contest”) begins at 9:00 a.m. Central Time on April 15, 2024 and ends at 11:59 p.m. Central Time on June 16, 2024 (“Entry Period”).
- 3. Eligibility:** Entrants must be, as of the date of entry: (a) a legal resident of the fifty (50) United States or the District of Columbia; (b) age 13 or over (anyone between the ages of 13 and 17 or who is under the age of majority in their state of residence (a “Minor”) must obtain the permission of his or her parent or legal guardian (“Guardian”) to enter); (c) be a registered user and have an active account with Instagram; (d) a graduating student (Class of 2024); and (d) post a decorated cap on Instagram in accordance with these Official Rules. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, and where otherwise prohibited or restricted by law. Directors, officers, employees, and sales representatives of Sponsor and its affiliates, parents, subsidiaries, and advertising and promotional agencies and their respective immediate families (spouse, parents, siblings, and children) and those living in their same households are not eligible to enter or win. Entry constitutes entrant’s (or the Guardian’s, in the case of a Minor) full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions. The decisions of Sponsor with regard to all matters related to this Contest are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

By submitting an entry, entrant or guardian in the case of a minor, agrees to Instagram’s terms of use and applicable privacy notices. If entrant does not agree to the terms of use and privacy notice, entrant cannot participate in this Contest.

- 4. How to Enter:** During the Entry Period, an eligible person may enter by:
 - a. Following the Official Instagram Account of Jostens (@jostensinc);
 - b. Posting a photograph of your uniquely decorated graduation cap on Instagram;

- c. Tagging the Official Instagram Account of Jostens (@jostensinc); and
- d. Using the hashtags #JostensCapContest and #Contest in the body of your post.

Each entrant is limited to only one (1) entry during the Entry Period. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. The computer clock of the Sponsor is the official timekeeping device. All entries become the property of Sponsor and will not be returned or acknowledged. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

By entering the Contest, the entrant grants Sponsor permission to post, share and/or publish entrant's name and entrant information on the Jostens website and its social media pages.

5. Entry Requirements: To be an eligible entry, the design must be an original design, on a graduation cap, and the submitted photograph must show the design on the graduation cap in its entirety. The design must also comply with the following requirements:

Entries must not include any brand names, trademarks or recognizable imagery without the express permission of the brand or trademark owner. Additionally, all Entries must: (i) be in good taste and appropriate for Sponsor's audience, in Sponsor's sole discretion; (ii) not be obscene, indecent or otherwise offensive (as determined by Sponsor in its sole discretion); (iii) not defame or invade the publicity or privacy rights of any person living or deceased; (iv) not infringe, violate or misappropriate any persons or entity's personal or proprietary rights (including copyrights, trademarks, rights of publicity or other intellectual property rights); (v) not contain (a) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (b) any threats to any person, place, business, group or entity, (c) materials that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class or disability, (d) any materials that depict illegal acts or are sexually explicit, libelous, obscene, violent, hateful or slanderous or (e) content not in keeping with Sponsor's reputation and/or image; and (vi) not include any content owned by a third-party or be subject to any restrictions or right that would in any way limit Sponsor's right to use the entry as permitted under these Official Rules (collectively, "Content Requirements"). Failure to comply with these Content Requirements, as determined by Sponsor in its sole discretion, is grounds for an automatic disqualification from the Contest.

All entries must be submitted in the name an individual, and prizes will only be awarded to the individual whose name is on each winning entry, regardless of other circumstances. In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the account used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she/it is the authorized account holder.

6. Winner Selection: There will be one (1) First Place, one (1) Second Place, and one (1) Third Place winner prize (each a "Potential Winner") randomly selected on or around July 15, 2024, from among all eligible entries.

Decisions of Sponsor will be final and binding on all matters relating to this Contest.

7. Claiming the Prize: The Potential Winner must meet all eligibility requirements and will be notified by Sponsor via Instagram. In the event that Sponsor cannot contact a Potential Winner of any Prize despite reasonable (in its sole discretion) attempts, Sponsor may, in its sole discretion, randomly select a new, alternate Potential Winner from the remaining eligible entries received. In the event that a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). Return of any Prize or prize notification as undeliverable will result in disqualification and an alternate Potential Winner may be selected in Sponsor's sole discretion. In the event that three (3) or more Potential Winners do not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winner, and if Sponsor so elects, that prize will not be awarded. The Potential Winner will be required to complete, sign, and return to the address requested a Release and Declaration of Compliance in the form provided by Sponsor within fourteen (14) days of receipt of the Prize Claim Documents. If such documents are not returned to Sponsor prior to such deadline, any Prize may be forfeited in Sponsor's sole discretion, such Potential Winner shall be disqualified, and an alternate winner selected by Sponsor in a new random drawing from the remaining eligible entries. Except where prohibited by law, each winner also grants Sponsor and its designees the right to use the winner's full name, hometown, images and likenesses for advertising, publicity and promotional purposes, including print, broadcast and on-line announcements, without further compensation than the said prize and at no expense to the winner, and Sponsor shall not be obligated to make any such use.

8. Prizes: The following prizes, listed along with its respective approximate retail value ("ARV"), are available to be awarded:

- First Place: One (1) \$300.00 gift card given directly to entrant;
- Second Place: One (1) \$200.00 gift card given directly to entrant; and
- Third Place: One (1) \$100.00 gift card given directly to entrant.

Total ARV of the prizes: \$600.00 U.S. dollars.

Prizes subject to availability. Prizes are not transferable. No substitution of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason. No more than the stated Prize(s) will be awarded. Limit of one (1) Prize per family/household/address. Winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use. Prizes are awarded "as is" with no warranty, representation or guarantee of any kind by Sponsor. Transfer of Prize is not permitted without the permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor's good faith determination of approximate retail value of prizes. Any

difference between approximate retail value and actual value of any prize will not be awarded. Sponsor will not be obligated to select any additional alternate Potential Winner, and if Sponsor so elects, that prize will not be awarded. Winner may not substitute, assign, or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. actual value of any prize will not be awarded.

9. Odds of Winning. Odds of winning each Prize depend upon the total number of eligible entries received during the Entry Period.

10. Taxes: Each winner is responsible for all applicable local, state and federal taxes. Winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the Potential Winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner in a random drawing from remaining eligible entries.

11. General. Each entrant agrees (or the Guardian, in the case of a Minor) to, accepts and shall abide by these Official Rules and agrees that any disputes shall be resolved by Sponsor, in its sole discretion. Sponsor reserves the right to cancel/terminate, modify, amend or suspend the Contest if in Sponsor's sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including without limitation due to tampering, unauthorized intervention, fraud, or force majeure or any other causes beyond Sponsor's control. Contest void where prohibited or restricted. If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s).

Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Contest, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Contest, the processing or judging of entries or the announcement of the prizes or that may occur in any Contest-related materials or limit prize fulfillment or a participant's ability to enter the Contest. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Contest for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participant, entrant and/or winner. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Contest should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Contest or should any portion of the Contest be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such

compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her/its entry) who attempts to undermine the legitimate operation of the Contest or violates these Official Rules. Failure by sponsor to enforce any of its rights at any stage of the Contest does not constitute a waiver of such rights.

In the event this Contest is cancelled for any reason, Sponsor reserves the right to conduct a random drawing to award the prizes from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation.

Entrants or guardians in the case of a minor, represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state, provincial or local law or rule or any applicable school district/board or school rule or regulation.

12. License: By entering the Contest, entrant grants to Sponsor (and its licensees, successors and assigns) a royalty-free, irrevocable, perpetual license to use, reproduce, modify, publish, create derivative works from and display his/her/its entry, in whole or in part, and otherwise exploit the entry in all media now known or hereafter devised, throughout the universe, in any way Sponsor sees fit, including (without limitation) entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sponsor (and its licensees and assigns) shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the rights entrant is granting to use the entry. ENTRANT REPRESENTS AND WARRANTS THAT ENTRANT HAS OBTAINED ALL APPROPRIATE LICENSES AND/OR CONSENTS NECESSARY TO GRANT THE RIGHTS GRANTED TO SPONSOR HEREUNDER (INCLUDING WITHOUT LIMITATION ANY APPLICABLE MODEL RELEASES AND ANY RELEASES RELATED TO MUSIC FEATURED IN THE ENTRY) AND WILL INDEMNIFY SPONSOR FOR ANY AND ALL CLAIMS ARISING FROM ENTRANT'S FAILURE TO DO SO.

13. DISPUTES RESOLUTION: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the Contest, the entrant agrees (or the Guardian, in the case of a Minor) that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minneapolis, Minnesota having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

14. Release: By participating, each entrant (or the Guardian, in the case of a Minor) agrees to indemnify and hold harmless Sponsor and its employees, officers, directors, shareholders,

representatives, agents, successors and assigns, from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any prize, participation in any promotional-related activity, or participation in the Contest, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.

15. Winners List: The names of the winners may be obtained by sending a written request along with a self-addressed stamped envelope to Jostens, Inc., Attn: High School Scholarship Contest, 7760 France Avenue South, Suite 400, Minneapolis, MN 55435. Requests must be received by August 31, 2024. Vermont residents may omit return postage.

16. Privacy: Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://www.jostens.com/about/legal/privacy-policy>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

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