

User Agreement and Terms of Service for America's Heroes Contests

Welcome to America's Heroes Contests!

These Terms of Service ("Terms") govern your access to and use of the America's Heroes Contests website and mobile application (collectively, the "Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to all of these Terms, you are not authorized to use the Platform.

OPERATOR

America's Heroes Contests LLC ("Operator"), a Delaware limited liability company and for-profit, professional/commercial fundraiser, administers www.americasheroescontest.com (the "Website") and the operation of the associated contests (the "Competition"). Operator can be reached [here](#).

DISCLAIMER OF WARRANTIES

UNLESS OTHERWISE EXPRESSED, OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

The Resources are provided to you to be used and accessed at your own discretion and risk. As such, you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the use, access, and/or download of the Resources.

No information or advice, whether expressed, implied, oral, or written, obtained by you from Operator or through any of the Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms of Use.

YOUR USE OF THE RESOURCES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE RESPONSIBLE FOR COMPLYING WITH THESE TERMS OF USE AND ALL APPLICABLE LAWS WITH RESPECT TO THE USE OF THE RESOURCES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF USE, THESE RESOURCES, INCLUDING ALL INFORMATION AND CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, ARE MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OPERATOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR THE RESOURCES, THEIR CONTENTS AND THE REGISTRATION, AND ITEMS LISTED OR PURCHASED THROUGH THE RESOURCES. OPERATOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RESOURCES OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE, ITS RESOURCES OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL NOT BE LIABLE FOR THE USE OF THE RESOURCES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS.

1. Overview

The Platform allows users to nominate and vote for everyday heroes who work as educators, nurses, and social workers. Nominees can create profiles highlighting their achievements and why they deserve to be recognized. Users can vote for nominees and contribute to their success in the contests.

2. User Eligibility

The Platform is intended for users who are 18 years of age or older. By using the Platform, you represent and warrant that you meet all of the foregoing eligibility requirements. Employees, contractors, and affiliates of America's Heroes Contests LLC, as well as their immediate family members, are not eligible to participate.

3. User Accounts

To create a profile or nominate someone, you must create an account on the Platform. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are also responsible for all activity that occurs under your account. Notify us immediately of any unauthorized use.

4. Entry Methods:

4.1. Paid Entry:

There are two types of fees associated with the Platform:

- **Profile Creation Fee:** A one-time fee of \$5 applies to create a nominee profile.
- **Voting Fee:** Users receive one free vote per day per contest. Additional votes cost \$1 per vote.

America's Heroes Contests LLC retains the right to adjust the price of the "Profile Creation Fee" at any time, for any reason.

4.2 Alternate Method of Entry (AMOE)

- No purchase is necessary to participate or win. Users may submit an entry without paying fees by mailing the following information on a 3x5" postcard:

Full Name

Mailing Address

Email Address

Name of the nominee you wish to support (if applicable)

Contest title and date of entry

A handwritten statement: "I wish to participate in America's Heroes Contests without making a purchase."

Mail your entry to:

America's Heroes Contests LLC

48 Fairbanks Street, #2 Brighton MA, 02135

AMOE entries must be postmarked by the nomination deadline for the relevant contest. Limit one AMOE entry per individual per contest.

5. Contests

The Platform runs bi-monthly contests with specific categories for educators, nurses, and social workers. America's Heroes Contests LLC retains the right to choose the topic of each contest, and rate of each contest theme.

Contests follow a four-week schedule:

- Week prior to contest starting: Registration period
 - Users use website/app to register by filling out the survey (powered by Choicely)
 - Contestant spots are first come first serve
 - Once the stated threshold of contestant spots is filled, users will not be able to submit their survey for registration
 - Users registering for a contest must pay the registration fee, and accept User Terms
 - Users who fail to pay registration fee and accept User Terms will not be added to the list of contestants
- Week 1: All registered competitors (number of competitors may vary depending on the specifics of each contest. Contestant numbers can be found on the website.
- Week 2: Top 100 nominees remain
 - (subject to change at the discretion of the contest operator, at any time, for whatever reason)
- Week 3: Top 50 nominees remain
 - (subject to change at the discretion of the contest operator, at any time, for whatever reason)
- Week 4: Top 10 nominees remain (votes reset after each round)
 - (subject to change at the discretion of the contest operator, at any time, for whatever reason)
 - Winner will be the contestant with the highest vote count at the end of Week 4 of the contest.

The number of winners per contest varies and is disclosed in the "Contest Description" tab. All prizes are awarded "as is" with no warranties, express or implied.

America's Heroes Contests LLC reserves the right to alter contest schedules and formats at any time for any reason.

Registering For Contests

1. Eligibility and Registration

1.1 To be eligible to register for the Contest, you must:

* Be a legal resident of the United States and at least [Age Requirement] years of age at the time of registration.

* Have a valid email address and phone number.

1.2 Registration for the Contest can only be completed through the official website Americasheroescontest.com (the "Website").

1.3 To register, you must follow these steps:

- * Click on the "Create a Profile" button on the Website.
- * Provide your name, email address, and phone number in the designated fields.
- * Please note that registering for the Contest with more than one email address will result in immediate disqualification.

1.4 You will have the option to upload a picture of yourself to your profile. Uploading a picture constitutes your agreement for the picture to be used on the Contest website.

1.5 You may be asked to answer additional questions regarding your personal experiences.

1.6 To finalize your registration and purchase your spot in the Contest, click on the "Buy Now" button.

1.7 By clicking "Buy Now", you acknowledge that you have read, understood, and agree to the User Terms and Agreements and Privacy Policy of America's Heroes Contest.

1.8 To complete your registration, click on the "Submit" button.

1.9 You are solely responsible for ensuring that all registration steps are completed in the correct order.

2. Registration Fees and Payment

2.1 Registration fees for the Contest are non-refundable.

3. User Responsibility

3.1 You are responsible for any incorrect or incomplete information provided during registration. America's Heroes Contests LLC will not be liable for any errors or omissions that prevent you from entering the Contest.

3.2 America's Heroes Contests LLC will not be held liable for any technical malfunctions or misuse of the Website that result in your disqualification from the Contest.

4. Disclaimer of Warranties

4.1 AMERICA'S HEROES CONTESTS LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CONTEST, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. Limitation of Liability

5.1 IN NO EVENT SHALL AMERICA'S HEROES CONTESTS LLC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF

OR RELATED TO THE CONTEST, INCLUDING BUT NOT LIMITED TO, REGISTRATION ERRORS, WEBSITE MALFUNCTIONS, OR YOUR PARTICIPATION IN THE CONTEST.

This clause incorporates legal terminology to protect America's Heroes Contests LLC by:

- Specifying eligibility requirements.
- Limiting liability for user errors and technical malfunctions.
- Disclaiming warranties associated with the Contest.
- Capping potential damages for any claims arising from the Contest.

Use of the website, entry into the contest, and voting in the contest (both paid and unpaid) constitute an agreement with these terms, and removes any liability of America's Heroes Contests LLC.

HOW TO VOTE

COMPETITORS ARE NOT PERMITTED TO DONATE OR PAY FOR VOTES FOR THEMSELVES. COMPETITORS ARE ALSO PROHIBITED FROM CASTING VOTES BY DONATION FOR THEMSELVES. COMPETITORS CAUGHT PAYING FOR VOTES, OR CASTING VOTES BY DONATION, FOR THEMSELVES, MAY BE SUBJECT TO DISQUALIFICATION. THE USE OF A COMPETITOR'S PAYMENT METHOD(S) (PERSONAL, BUSINESS, ETC.) AND/OR FUNDS, TO DONATE OR PAY FOR VOTES TO CAST FOR THAT COMPETITOR IS STRICTLY PROHIBITED. All Voters voting by donation/casting votes by donation must be at least eighteen (18) years or older on the date that their donations/votes by donation are made/cast.

Voters can vote by doing the following: (a) all Voters will earn one (1) free vote every twenty-four (24) hours, which they can cast for their favorite Competitor, after Operator verifies Voter eligibility (whether via SMS verification, payment method verification, or other process); and/or (b) Voters of eligible age can donate to cast additional votes (for one or more Competitors). Voters that have verified eligibility via payment method may be entitled to one (1) additional free vote every twenty-four (24) hours. Operator retains the right to provide additional means of voting (e.g. 2-for-1 votes), which may be offered to voters at any point during the Competition, at its sole discretion. "Qualifying Votes" are those placed in accordance with these Rules and the Terms of Use, which can also be found on the Website.

The winning Competitor(s) of each round of the Competition will be determined based upon the number of Qualifying Votes received, with those receiving the highest number of Qualifying Votes deemed the winner(s) of that round. "Bot" activity or any kind of robotic or automated voting mechanism is not an accepted form of voting and such votes will not be counted, if discovered. If this type of false voting is detected, the individual, associated IP address, email address, and mobile phone number will be banned from voting. At its sole discretion, Operator reserves the right to disqualify Competitors suspected in encouraging, soliciting, or otherwise knowingly participating in this type of activity, or any other voting activity Operator deems unfair. Operator reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry or voting process, or the operation of the Competition, in any way.

COMPETITION SCHEDULE

OPERATOR WILL SELECT, IN ITS SOLE, ABSOLUTE, AND COMPLETE DISCRETION, WHICH ENTRANTS WILL PARTICIPATE IN THE COMPETITION AS COMPETITORS. Upon entry, Competitors will enter to the initial public voting round. Subsequent public voting rounds (individually a "Round" and, collectively, the "Rounds") will progressively reduce the number of Competitors. Public voting begins on the first day of the competition month.

NOTIFICATION TO COMPETITORS

Advancing Competitors for each Round and the Grand Prize Winner will be contacted by email, telephone, or other means reasonably calculated to provide notice, including but not limited to via auto-dialer, email message, or text message. Entrants/Competitors consent to a background check that may be performed, at the sole discretion of Operator, to verify accuracy of information provided by Entrants/Competitors and compliance with these Rules, or for other reasons related to the Competition, including but not limited to, ensuring the safety of its employees and protecting the integrity of the Competition, the America's Heroes Contests team. If you are selected as the Grand Prize Winner, your information may also be included on the Website and/or on a publicly available "Winners List". Winners also agree to be part of promotional material by America's Heroes Contests, and to be featured on the company's main and secondary social media accounts across Tiktok, Instagram, Facebook, and Snapchat (including @americasheroescontents,

@fishin4clout, @tylerjackowskiofficial, @tylerjackowski1)

ELIGIBILITY AND CONSENT

All Entrants must be individuals of Eligible Entry Age at the time of entry. Void where prohibited or otherwise restricted by applicable law.

1. For Education Contests: Entrants must currently be, or have previously been, employed as an instructor in grades K-20. Entrants that have been suspended from, have had their teaching license/certification/credentials revoked, or are or have been legally barred from teaching are ineligible to compete in the Competition. Operator reserves the right to request pertinent documentation and/or information from any Entrant or Competitor, in order to verify eligibility and ensure ongoing compliance with these Rules.

Definition of an Educator is as follows:

20 USC § 7943(6)

(6) Teacher The term “teacher” means— (A) a teacher, instructor, principal, or administrator; (B) another educational professional who works in a school; (C) a professional or nonprofessional employee who— (i) works in a school; and (ii) (I) in the employee’s job, maintains discipline or ensures safety; or (II) in an emergency, is called on to maintain discipline or ensure safety; or (D) an individual member of a school board (as distinct from the board).

2. For Healthcare Contests: Entrants must currently be, or have previously been, employed as a healthcare worker within the United States. Entrants who have been suspended from, have had their healthcare professional license/certification/credentials revoked, or are or have been legally barred from working in the healthcare sector are ineligible to compete in the Competition. Operator reserves the right to request pertinent documentation and/or information from any Entrant or Competitor, in order to verify eligibility and ensure ongoing compliance with these Rules.

Definition of a Healthcare Worker is as follows:

§ 825.125 Definition of health care provider.

(a) The Act defines **health care provider** as:

(1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the **State** in which the doctor practices; or

(2) Any other **person** determined by the **Secretary** to be capable of providing health care services.

(b) Others capable of providing health care services include only:

(1) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the **State** and performing within the scope of their practice as defined under **State** law;

(2) Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under **State** law and who are performing within the scope of their practice as defined under **State** law;

(3) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an **employee** or family member is receiving treatment from a Christian Science practitioner, an **employee** may not object to any requirement from an **employer** that the **employee** or family member submit to examination (though not treatment) to obtain a second or third certification from a **health care provider** other than a Christian Science practitioner except as otherwise provided under applicable **State** or local law or collective bargaining agreement;

(4) Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and

(5) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

(c) The phrase authorized to practice in the State as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions.

3. For Social Work Contests: Entrants must currently be, or have previously been, employed as a Social Worker within the United States. Entrants who have been suspended from, have had their healthcare professional license/certification/credentials revoked, or are or have been legally barred from working in the healthcare sector are ineligible to compete in the Competition. Operator reserves the right to request pertinent documentation and/or information from any Entrant or Competitor, in order to verify eligibility and ensure ongoing compliance with these Rules.

Definition of a Social Worker is as follows:

1. Practice of licensed master social work.
 1. The practice of licensed master social work shall mean the professional application of social work theory, principles, and the methods to prevent, assess, evaluate, formulate and implement a plan of action based on client needs and strengths, and intervene to address mental, social, emotional, behavioral, developmental, and addictive disorders, conditions and disabilities, and of the psychosocial aspects of illness and injury experienced by individuals, couples, families, groups, communities, organizations, and society.
 2. Licensed master social workers engage in the administration of tests and measures of psychosocial functioning, social work advocacy, case management, counseling, consultation, research, administration and management, and teaching.
 3. Licensed master social workers provide all forms of supervision other than supervision of the practice of licensed clinical social work as defined in subdivision two of this section.
 4. Licensed master social workers practice licensed clinical social work in facility settings or other supervised settings approved by the department under supervision in accordance with the commissioner's regulations.
2. Practice of clinical social work.
 1. The practice of clinical social work encompasses the scope of practice of licensed master social work and, in addition, includes the diagnosis of mental, emotional, behavioral, addictive and developmental disorders and disabilities and of the psychosocial aspects of illness, injury, disability and impairment undertaken within a psychosocial framework; administration and interpretation of tests and measures of psychosocial functioning; development and implementation of appropriate assessment-based treatment plans; and the provision of crisis oriented psychotherapy and brief, short-term and long-term psychotherapy and psychotherapeutic treatment to individuals, couples, families and groups, habilitation, psychoanalysis and behavior therapy; all undertaken for the purpose of preventing, assessing, treating, ameliorating and resolving psychosocial dysfunction with the goal of maintaining and enhancing the mental, emotional, behavioral, and social functioning and well-being of individuals, couples, families, small groups, organizations, communities and society.
 2. Diagnosis in the context of licensed clinical social work practice is the process of distinguishing, beyond general social work assessment, between similar mental, emotional, behavioral, developmental and addictive disorders, impairments and disabilities within a psychosocial framework on the basis of their similar and unique characteristics consistent

with accepted classification systems.

3. Psychotherapy in the context of licensed clinical social work practice is the use of verbal methods in interpersonal relationships with the intent of assisting a person or persons to modify attitudes and behavior which are intellectually, socially, or emotionally maladaptive.
4. Development of assessment-based treatment plans in the context of licensed clinical social work practice refers to the development of an integrated plan of prioritized interventions, that is based on the diagnosis and psychosocial assessment of the client, to address mental, emotional, behavioral, developmental and addictive disorders, impairments and disabilities, reactions to illnesses, injuries, disabilities and impairments, and social problems.

Officers, directors, and/or employees of Operator and Operator's parent companies, and any applicable charity/ies (collectively, the "Competition Entities"), along with their respective immediate family members (defined as spouse, parent, child, sibling) are ineligible to participate in the Competition as Competitors or Voters.

Tax Responsibilities:

- Winners are responsible for all taxes and fees associated with prize acceptance. A Form 1099-MISC will be issued to U.S. residents for prizes valued at \$600 or more.
- Prizes are not transferable or exchangeable for cash.

6. User Content

You retain ownership of any content you submit to the Platform ("User Content") but grant America's Heroes a non-exclusive, royalty-free, perpetual, worldwide license to use, display, and modify your User Content for promotional and operational purposes. You warrant that you own all rights to your User Content or have obtained all necessary rights and permissions to submit it to the Platform. You agree that your User Content will not be offensive, harassing, or discriminatory. America's Heroes reserves the right to remove or edit User Content that violates these Terms.

7. Voting

Users are allowed one free vote per day for each contest. Competitors may not vote for themselves. Additional votes can be purchased for \$1 each. Users can purchase paid votes as many times as they want. Suspicious voting activity is prohibited. America's Heroes reserves the right to investigate and address any suspicious voting activity. America's Heroes reserves the right to suspend or remove any user suspected of suspicious voting activity at any time, for any reason.

8. Data Privacy

America's Heroes Contest LLC respects your privacy. Please refer to our Privacy Policy for information about how we collect, use, and disclose your personal information. By using the Platform, you consent to our data practices as described in the Privacy Policy.

9. Disclaimer

THE PLATFORM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. AMERICA'S HEROES DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitation of Liability

America's Heroes shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Platform.

Under no circumstance will America's Heroes Contests LLC be liable for any direct or indirect damages with respect to the availability or accuracy of the Resources or information contained therein, the availability of the Competition or operation of the Website, the responsiveness of the Resources or your use of the Resources or information provided to you.

IN NO EVENT SHALL OPERATOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES, OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE WEBSITE OR RESOURCES, YOUR INABILITY TO USE THE WEBSITE OR RESOURCES, OR THE REGISTRATION, VOTING, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE WEBSITE OR RESOURCES, EVEN IF OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OPERATOR BE LIABLE FOR ANY DIRECT DAMAGES BEYOND OUT OF POCKET COSTS OR ARBITRATION COSTS.

11. Indemnification

You agree to indemnify and hold harmless America's Heroes Contests LLC, its affiliates, and employees from claims, damages, or losses arising from your breach of these Terms or misuse of the Platform.

12. Termination

America's Heroes reserves the right to terminate your access to the Platform at any time and for any reason, with or without notice.

13. NON-GAMBLING STATEMENT

- Participation in contests on the Platform does not constitute gambling. Contests are based on skill, merit, and user votes, not chance.
- America's Heroes Contests LLC operates in compliance with all applicable state and federal laws and does not permit any gambling or lottery activities.
- The Alternate Method of Entry (AMOE) ensures compliance with all applicable laws.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Competitor's State of Residence, without regard to its conflict of laws provisions. Any dispute arising out of or relating to these Terms shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

15. Entire Agreement

These Terms constitute the entire agreement between you and America's Heroes regarding your use of the Platform.

16. Updates to Terms

America's Heroes reserves the right to update these Terms at any time. We will notify you of any material changes to these Terms by posting the revised Terms on the Platform. Your continued use of the Platform after the posting of revised Terms means that you agree to be bound by the revised Terms.

17. Payment Process

Winners of each contest will be notified by email within one week following the end of the contest. Winners will receive their earnings within 90 days of the end of the contest. The exact payment method will be determined at the time of the contest and communicated to the winner.

18. Legal Compliance

By participating in a contest, you agree to comply with all applicable federal, state, and local laws and regulations. You are solely responsible for ensuring that your participation in the

contest complies with all applicable laws, including but not limited to tax laws, licensing requirements, and any other relevant regulations. America's Heroes is not responsible for any legal issues that may arise from your participation in the contest.

CONSUMER DISCLOSURE

THESE TERMS OF USE, ALONG WITH THE RULES AND PRIVACY POLICY GOVERN WHAT CLAIMS YOU CAN BRING, WHAT DAMAGES YOU CAN CLAIM, AND HOW DISPUTES BETWEEN YOU AND THE COMPETITION ENTITIES (AS DEFINED IN THE RULES) RELATING TO YOUR PARTICIPATION AS AN ENTRANT, COMPETITOR, VOTER, OR WINNER (COLLECTIVELY, A "PARTICIPANT") IN THE COMPETITION WILL BE RESOLVED. THE SECTIONS OF THE RULES TITLED "WAIVER AND LIMITATIONS OF LIABILITY" AND "DISPUTE RESOLUTION" EXPLAIN WHAT CLAIMS YOU ARE WAIVING, WHAT DAMAGES YOU CAN CLAIM, AND CONTAIN AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION, WHICH STATES THAT YOU AND THE COMPETITION ENTITIES (EACH A "PARTY" AND, COLLECTIVELY, THE "PARTIES") MUST ARBITRATE INSTEAD OF GOING TO A COURT BEFORE A JUDGE AND JURY AND THAT ALL SUCH ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

PLEASE NOTE THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, AND GOVERNING LAW, WAIVER AND DISPUTE RESOLUTION SECTIONS CONTAIN IMPORTANT LIMITATIONS ON OUR LIABILITY AND OUR AGREEMENT TO ARBITRATE FOLLOWING THE LAWS OF MASSACHUSETTS ONLY.

19. Offensive Content

You understand that, by accessing any images or external links on the Website or the Resources, you may encounter content that may you may deem offensive, indecent, or objectionable, which said content may or may not be identified as having explicit images or language, and that the accessing of a particular image or external link may unintentionally result in the user to being subjected to objectionable material. Nevertheless, you agree to use the Website at your sole risk, that you understand Operator has provided images and external links for convenience purposes only, and that Operator shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

20. CONDUCT

FAILURE TO COMPLY WITH THESE RULES AND/OR THE **TERMS OF USE** MAY RESULT IN DISQUALIFICATION. Operator reserves the right, in its sole discretion, to take action against any individual participating in the Competition as a Competitor or a Voter, including removal from the Competition or the voiding of votes, for reasons including: (a) acting in any manner deemed by Operator to be in violation of these Rules or the **Terms of Use**; (b) acting in any manner deemed by Operator to be harmful to the Competition, other Competitors, etc.; or (c) acting in any manner deemed by Operator to be unsportsmanlike, disruptive, and/or with intent to annoy, abuse, threaten, or harass any other person/entity. Operator also reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with or undermining the entry or voting process(es), the operation of the Competition, or to be in breach of these Rules and/or the **Terms of Use**. ANY ACTION BY AN ENTRANT, COMPETITOR, VOTER, OR ANY OTHER INDIVIDUAL, WHICH DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND, SHOULD SUCH ACTION BE TAKEN, OPERATOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON, TO THE FULLEST EXTENT PERMITTED

BY LAW. In order to protect the integrity of the Competition, the safety of its employees, and the America's Favorite Teacher, Colossal, DTCare, Teach for America, *Reader's Digest* brands, Operator reserves the right to disqualify any Competitor or Potential Winner (defined below) due to the Competitor or Potential Winner having been convicted of a felony or misdemeanor, crime of moral turpitude, or any other criminal and/or civil offense.

21. Third-Party Links and Services:

The Platform may contain links to third-party websites or services that are not owned or controlled by ¹ America's Heroes Contests LLC. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and ² agree that America's Heroes Contests LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with³ the use of or reliance on any such content, goods, or services available on or through any such websites or services.⁴ Specifically, payments made through the Platform are processed by third-party payment processors, including Intuit QuickBooks and Stripe, and are subject to their respective terms of service and privacy policies. We encourage you to review the terms of service and privacy policies of any third-party websites or services that you visit.⁵

22. Contact Us

If you have any questions about these Terms, please contact us at Americasheroescontests@gmail.com.

Terms and Conditions: "Best Summer Ever" Teacher Contest

1. Introduction

These Terms and Conditions ("Terms") govern your participation in the "Best Summer Ever" Teacher Contest (the "Contest") organized by America's Heroes Contest LLC ("AHC") and in collaboration with Global Travel Alliance ("GTA"). By registering for and participating in the Contest, you agree to be bound by these Terms.

2. Contest Period

The Contest period begins on April 1, 2025 at 8:00 PM Eastern Standard Time ("EST") and ends on May 31, 2025 at 11:59 PM EST.

3. Eligibility and Registration

3.1. Eligibility: To be eligible to participate in the Contest, you must be a current or former registered teacher holding or having held a valid teaching license within the United States of America. Teachers whose licenses have been terminated are ineligible.

3.2. Registration Process:

* Registration opens on the America's Heroes Contest website (AmericasHeroesContest.com) on April 1, 2025 at 8:00 PM EST.

* Registration closes on April 30, 2025 at 11:59 PM EST.

* To register, you must:

- * Visit AmericasHeroesContest.com and click "Join A Contest."

- * Complete the registration survey.

- * Accept these Terms and Conditions.

- * Pay the \$5 registration fee.

- * Click "submit application."

- * Failure to complete all registration steps will result in disqualification.

- * AHC and GTA are not responsible for registration errors or technical issues that prevent successful registration.

- * Upon successful registration, your name, email address, photograph, phone number, and survey responses will be shared with Choicely Oy for profile development.

- * By accepting these Terms, you consent to Choicely Oy's access to your provided information.

- * Providing false information or failing to provide proof of teacher licensure upon request will result in disqualification.

- * AHC reserves the right to terminate any registration if proof of licensure is not provided.

- * Registration must be completed by the individual teacher; registration on behalf of another

person is prohibited.

3.3. Verification:

- * GTA will cover the registration fee for the first 100 verified applications.**
- * Verification requires proof of valid K-12 teaching licensure within the United States of America.**
- * AHC and GTA reserve the right to determine verification standards.**
- * Verified applicants within the first 100 will receive a refund of their registration fee within 90 days of verification.**
- * AHC and GTA reserve the right to determine which applications qualify for the free registration.**

4. Contest Schedule

- Registration Period: April 1 - April 30**
- Preliminary Period (all contestants): May 1 - May 7**
 - 2x Paid Votes: May 6-7**
- Quarter-Final Round (top 100 contestants): May 8 - May 14**
 - 2x Paid Votes: May 13-14**
- Semi-Final Round (top 50 contestants): May 15 - May 21**
 - 2x Paid Votes: May 20-21**
- Final Round (top 10 contestants): May 22 - May 31**
 - 2x Paid Votes: May 29-31**

5. Prizes

5.1. First Place:

- * Cash Prize: \$10,000**
- * Round Trip Flight: From winner's closest airport to a destination determined by GTA (estimated value: \$2,000).**
- * Transportation to/from the Airport: (estimated value: \$200)**
- * Hotel Stay: 5 days, all-inclusive (estimated value: \$4,000). Hotel and location determined by GTA.**
- * Credit for Excursions: \$1,000**
- * Total Estimated First Place Prize Value: \$17,200**

5.2. Second Place: * Cash Prize: \$3,000

5.3. Third Place: * Cash Prize: \$2,000

5.4. Prize Transfer:

- * GTA will manage the transfer of cash prizes to the winners.**
- * AHC will provide winner contact information to GTA.**
- * By accepting these Terms, you consent to the sharing of your name, email, and phone number for prize transfer.**

*** GTA will manage the vacation prize, and communicate hotel, flight, and redemption details within 60 days of the contest's end.**

6. Winner Notification and Responsibilities

6.1. Notification: Winners will be notified by phone.

6.2. Responsibilities:

*** Winners must provide a written testimonial of their contest experience to americasheroescontest@gmail.com.**

*** Winners will be offered the opportunity to appear on the "No One Asked For This" Podcast on the Fishin4Clout YouTube channel.**

7. General Terms

7.1. Past Contest Terms: Terms from past contests held by AHC apply to this Contest, to the extent that they do not conflict with these specific terms.

7.2. Modification: AHC reserves the right to modify or terminate the Contest or these Terms at any time without prior notice.

7.3. Disputes: All disputes arising from or related to the Contest shall be governed by the laws of the State of New York, without regard to its conflict of law principles.

7.4. Release: By participating in the Contest, you release AHC, GTA, and their affiliates from any liability arising from your participation in the Contest or acceptance of any prize.

7.5. Publicity: By participating, you agree to allow AHC and GTA to use your name, likeness, and any submitted materials for promotional purposes without further compensation.

7.6. Data Privacy: Personal data collected during registration will be handled in accordance with applicable privacy laws and the privacy policies of AHC and Choicely Oy.

7.7. Paid Votes: AHC reserves the right to manage and control the paid vote system.

America's Heroes Contests Privacy Policy

This Privacy Policy describes how America's Heroes Contests ("we," "us," or "our") collects, uses, and discloses your personal information when you use our website and mobile application (collectively, the "Platform").

Information We Collect

We collect the following types of information when you use the Platform:

- **Account Information:** When you create an account, we collect your username, email address, and password.
- **Profile Information:** Nominees who create profiles may provide additional information such as name, biography, photo, and achievements.
- **Usage Data:** We collect information about your activity on the Platform, such as the pages you visit, the contests you vote in, and the nominees you nominate.
- **Device Information:** We collect information about the device you use to access the Platform, such as the device type, operating system, and IP address.

How We Use Your Information

We use your information to:

- Operate and maintain the Platform
- Create and manage your account
- Process your nominations and votes
- Communicate with you about the Platform and contests
- Send you marketing and promotional materials (with your consent)
- Analyze how you use the Platform
- Improve the Platform

Sharing Your Information

We may share your information with third-party service providers who help us operate the Platform, such as payment processors and data analytics providers. We will only share your information with these providers to the extent necessary to provide the services we offer.

We may also disclose your information if we are required to do so by law or in the good faith belief that such disclosure is necessary to comply with a court order, subpoena, or other legal process.

Your Choices

You can access, update, or delete your personal information by logging into your account and editing your profile. You can also opt out of receiving marketing and promotional emails from us by clicking on the "unsubscribe" link in those emails.

Data Security

We take reasonable steps to protect your information from unauthorized access, disclosure, alteration, or destruction. However, no website or internet transmission is completely secure.

Children's Privacy

The Platform is not intended for children under the age of 18. We do not knowingly collect personal information from children under 18.

Changes to this Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any material changes by posting the revised Privacy Policy on the Platform. Your continued use of the Platform after the posting of the revised Privacy Policy means that you agree to be bound by the revised Privacy Policy.

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