

OFFICIAL RULES FOR BLACKBOARD INC.'S GAAD "FIX YOUR CONTENT DAY"

1. **How to Enter.**

You may participate in the Blackboard Inc. ("Blackboard") Fix Your Content Day Competition (the "Fix Your Content Day Competition") between 00:00 Kiribati on May 19, 2022 and 11:59 p.m. Tonga on May 19, 2022. All current Blackboard Ally customers may participate in the Fix Your Content Day Competition, at no cost, by signing up at <https://go.blackboard.com/fix-your-content-day>. (each a "Participant" once registered). By registering for and participating in the Fix Your Content Day Competition, Participants expressly agree to be bound by these Official Rules for Blackboard Inc.'s GAAD "Fix Your Content Day" ("Official Rules") and those found on the Fix Your Content Day Competition Website at: <https://go.blackboard.com/fix-your-content-day>.

Participants will need to fix as many digital course files as possible through Ally for a chance to win the recognition set forth in Section 4 below. For the purposes of the Fix Your Content Day Competition, "Entry" or "Entries" means any content submitted by a Participant including but not limited to, documents, images, videos, and other course files included in the digital course files a Participant fixes. Please note, Blackboard proprietary materials including but not limited to source code, logos, trademarks, designs, web pages, illustrations, and copyrighted material (collectively, "Blackboard Property") will not count towards course content fixes.

2. **Publicity.**

All Participants hereby expressly agree to grant Blackboard and its affiliates (together, the "Blackboard Group") permission to use, without additional 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 and other publications and in television or film releases, slides, videotape, distribution over the Internet and picture data storage) which Blackboard the Blackboard Group may deem appropriate.

3. **Participation and Selection of Winners.**

Once registered, Participants will receive a welcome email and follow up emails with communications, including a URL link to the Fix your Content Day Communications Pack, which includes messaging templates, graphics, resources, assets, and strategies to mobilize the Participant's campus to fix accessibility issues with digital content. Participants must fix files via Ally through the Ally User Interface for fixes be counted in the Participants total fixed files. A "fix" will be achieved when the accessibility score for a content item has been improved through Ally. Participants will have direct access to the same data points through their 'Usage Report' making scoring completely transparent.

Participants will need to fix as many digital course files as possible through Ally for a chance to win the recognition set forth in Section 4 below. For the purposes of the Fix Your Content Day Competition, course content fixes will include any content submitted by a Participant including documents, images, videos, and other course files included in the digital course files a Participant submits but will not include Blackboard proprietary materials including but not limited to source code, logos, trademarks, designs, web pages, illustrations, and copyrighted material (collectively, "Blackboard Property").

Blackboard will announce 3 Participant global winners (1st, 2nd, and 3rd place), one Participant winner from each of the following regions: Pacific (APAC), Latin America (LAC), Middle East, Europe and North America, and one Participant will receive special recognition for being a first time Participant with the most fixes.

COMPONENT	CRITERIA
Problem Statement	How relevant is the problem to inclusive education? Is the problem statement clearly articulated and targeted to a specific area?
Proposed solution	How feasible is the solution to implement? Does solve the challenge outlined in the problem statement? How innovative is the proposed solution?
Impact on Students/Instructors	Is the solution mindful of the unique needs and challenges faced by students and instructors? Does the solution have a meaningful impact on instructional approaches or on the student learning experience.

Measuring Impact	Is there a clear way to evaluate the success of the solution, whether through data or other qualitative means? Is the impact scalable or provide a pathway for further improvement?
Appendix	How creative is the campaign to implement the solution or create buy-in from key stakeholders? Is there clear messaging and outreach in place to bring the solution to life?

4. **Recognition.**

- a. The Participant with the highest number of fixes for its respective region will win a “Fix your Content Day” champion trophy and receive recognition on Blackboard’s social channels.
- b. The approximate retail value of the award is evaluated at an amount not exceeding \$175.00 USD. 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.
- c. If there are no entries by Ally Participants, then the applicable recognition for such category with no Entries will not be awarded and/or provided.

5. **Entry Guidelines and Restrictions.**

All Participants must comply with the following restrictions and guidelines and all Entries submitted in conjunction with this Fix Your Content Day Competition must conform to the following restrictions and guidelines. Any failure to comply with any item in this Section shall result in such Participant’s disqualification from the right to participate in the Fix Your Content Day Competition.

- a. Each Participant may only be selected as a winner for one (1) of the possible winner categories listed in Section 3 above.
- b. Participants may not receive assistance in completing its Accessibility Impact Plan or fixes from any another entity person, or Participant that is not affiliated with such Participant.
- c. The fixes and Accessibility Impact Plans 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 Blackboard .

6. **Taxes.**

The Participant Winners are solely responsible for all federal, state, and local taxes, if applicable. 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.

7. **No Substitutes.**

Except as provided in these Official Rules, no substitution, transfer, or assignment by a winning Participant shall be permitted except in Blackboard’s sole and absolute discretion. Participants may only be selected as a winner for one (1) of the possible winner categories listed in Section 3 above. Participant. If a winning Participant is unable to accept the recognition set out in Section 4 above, Blackboard will not substitute such recognition with any other form of recognition for such winner and, to the extent applicable, the next Participant with the most submitted fixes and highest score that has not already been selected as a winner for another category will be eligible to receive the applicable recognition. No substitutes will be provided.

8. **Delivery of Recognition.**

Winners will be announced by Blackboard the week of May 23, 2022 via Blackboard social media channels. Blackboard will contact all Participants that qualify for recognition pursuant to these Official Rules via the contact information supplied by such Participant within five (5) days of the such announcement to arrange for delivery/receipt of the applicable recognition. Failure to respond to Blackboard’s communication within five (5) days from the date of the notification will result in such Participant forfeiting the applicable recognition. Forfeited recognition will be awarded to the Participant with the next highest amount of fixes.

9. **Indemnification and Release.**

Participants agree to indemnify and hold harmless Blackboard 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 Competition, 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 Competition or participation in any competition-related activity and/or delivery/mis-delivery, acceptance, possession, use, or misuse of the recognition provided by Blackboard 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 Blackboard, 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, Blackboard 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 Competition. 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 Blackboard that, in the sole opinion of Blackboard, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Fix Your Content Day Competition, Blackboard reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Fix Your Content Day Competition 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, Blackboard reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Neither Blackboard 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. Blackboard 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 Competition and recognition redemption. Fix Your Content Day Competition void where prohibited by law. Blackboard reserves the right to substitute the recognition identified herein. By participating in this Fix Your Content Day Competition, Participants agree to be bound by the Official Rules and the decisions of Blackboard and any of its representatives or affiliates. All winners, by acceptance of the recognition provided by Blackboard, agree to release Blackboard 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 Competition), 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.

10. **Eligibility.**

The Fix Your Content Day Competition is open only to entities with an active/current agreement with Blackboard for Blackboard Ally Participant representatives must be at least twenty-one (21) years old at the time of registration. All employees, board members, officers, representatives, agents, and consultants of Blackboard are disqualified from participating in the Fix Your Content Day Competition.

Employees and directors of Blackboard and any participating partner company, their respective parent, affiliated and subsidiary companies, advertising and promotion agencies, judges and legal advisors, and the immediate family or members of the same households of such employees or directors are not eligible to participate in the Fix Your Content Day Competition or win recognition. For the purposes of these Official Rules, "Immediate family" shall mean: husband, wife, child, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother or brother-in-law.

11. **Void Where Prohibited by Law.**

THIS FIX YOUR CONTENT DAY COMPETITION IS VOID WHERE PROHIBITED BY LAW.

12. **Dispute Resolution.**

Except where prohibited by law, as a condition of participating in this Fix Your Content Day Competition, 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 Competition), 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 Competition, Participant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Fix Your Content Day Competition, or awarding of the recognition, shall be resolved individually, without resort to any form of class action.

13. **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 Blackboard in connection with the Fix Your Content Day Competition, 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.

14. **Disqualification.**

Blackboard reserves the right to prohibit any Participant, person, or entity from participating in the Fix Your Content Day Competition if, at Blackboard's sole discretion, Blackboard finds such Participant, person, or entity to be tampering with the entry process, the voting process or the operation of the Fix Your Content Day Competition, 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 Blackboard 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 Blackboard; or (c) in any other disruptive manner. Any failure by Blackboard to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. Any attempt by any Participant, person, or entity to deliberately damage any website or undermine legitimate operation of the Fix Your Content Competition is in violation of criminal and civil laws. Should such an attempt be made, Blackboard reserves the right to seek damages from any such person to the fullest extent permitted by law.

15. **Winners.**

To request a list of the Fix Your Content Day Competition winners, please send a self-addressed, stamped envelope within 45 days of Blackboard's announcement of the winners to: Blackboard Inc. at 11720 Plaza America Drive, 11th Floor, Reston, VA 20190. Please specify "Attn: Steven Ostler, Fix Your Content Competition – Winner List" on the outer envelope.

16. **Questions.**

If you have any questions about the Fix Your Content Competition, please contact Rosario Bruzón López at rosario.bruzon@blackboard.com.

17. **Official Rules.**

The Official Rules are available at <https://go.blackboard.com/fix-your-content-day> and <https://go.blackboard.com/FYCD-comms-pack>. A copy of the Official Rules may also be obtained by printing the web page that contains the Official Rules.