

Pearson VUE Real Estate Job Task Analysis Survey Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

The **Pearson VUE Real Estate Job Task Analysis (JTA) Survey** Sweepstakes (the "Sweepstakes") begins at 12:00 AM EDT on April 26, 2023 and ends at 11:59 PM EDT on July 7, 2023 ("Sweepstakes Period").

ELIGIBILITY: Open only to individuals who are: (1) legal residents of the fifty (50) United States and the District of Columbia, (2) 18 years of age or older, and (3) actively licensed as real estate agents or brokers in at least one state or the District of Columbia. Void where prohibited. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of Pearson VUE, a business of NCS Pearson, Inc., ("Sponsor"), Pearson Education, Inc., NCS Pearson, Inc., and their respective parents, affiliates, subsidiaries and advertising and promotion agencies ("Sweepstakes Entities") are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, and local laws.

TO ENTER: During the Sweepstakes Period, there are two ways to enter: 1.) Online: complete the 2023 Pearson VUE Real Estate Job Task Analysis survey (all survey questions must be answered to be considered a valid entry). The 2023 Pearson VUE Real Estate Job Task Analysis must be completed by 11:59 PM Eastern Daylight Time on July 7, 2023, to be eligible; OR 2.) Mail-in: To receive one (1) entry without taking the 2023 Pearson VUE Real Estate Job Task Analysis on a 3" x 5" postcard, write your complete name, mailing address, email address, daytime and evening telephone numbers (area code included), and date-of-birth, and mail your postcard entry to: 2023 Pearson VUE Real Estate Job Task Analysis, 3 Bala Plaza West, Suite 300, Bala Cynwyd, PA, 19004. Entries must be postmarked by July 7, 2023, and received by July 14, 2023, to be eligible.

Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period, regardless of the method of entry. Multiple entries received from any person, e-mail address, or household after the first entry received from that person, email address, or household will be void. All mail-in entries must be mailed in separately. Entries generated by script, macro, or other automated or mechanical means or means that subvert the entry process will be void. All entries become the property of the Sponsor and will not be acknowledged or returned.

RANDOM DRAWING: Potential winners will be selected in a random drawing held on or about **July 14, 2023**, from all eligible entries received by Sponsor. The odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: Potential winners will be notified by email and will be required to execute and return an affidavit of eligibility, a liability release, and, where lawful, a publicity release within seven (7) days of the date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner, or a potential winner is not in compliance with these Official Rules, the prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected.

PRIZES: One Hundred (100) \$50 Amazon gift cards.

The Approximate Retail Value (“ARV”) of each prize is **\$50**. Gift cards are subject to certain terms and conditions as specified by issuers. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prizes or redeem prizes for cash, but Sponsor reserves the right, at its sole discretion, to substitute any prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor’s sole discretion. Total ARV of all prizes: **\$5,000**.

GENERAL CONDITIONS: Entrants, by participating, agree that Sponsor, NCS Pearson, Inc., and Pearson Education Inc., and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, “Released Parties”) will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of any prize or participation in this Sweepstakes. In addition, by participating, Entrants hereby assign all rights, title, and interests in all responses to the 2023 Pearson VUE Real Estate Job Task Analysis survey.

Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible, or postage-due mail entries or email; or for lost, interrupted, or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any sweepstakes-related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants’ or to any other person’s computer related to or resulting from participating in this sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified, and all associated entries will be void. Should any portion of the sweepstakes be, in Sponsor’s sole opinion, compromised by viruses, worms, bugs, non-authorized human intervention, or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the sweepstakes and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service

provider, or other organization responsible for assigning e-mail addresses. **CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

TAXES: RECEIPT OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO THE SPONSOR ALL DOCUMENTATION REQUESTED BY THE SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL, AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES THE SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. To receive a prize, potential winners may be required to submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited, and Sponsor may, in its sole discretion, select an alternative potential winner.

PRIVACY: Entrant acknowledges and agrees that Sponsor may collect, store, share, and otherwise use any personally identifiable information provided to Sponsor throughout the Sweepstakes, including, but not limited to, name, mailing address, date of birth, email address, and any financial information collected to facilitate awarding any applicable prize. Sponsor will use this information in accordance with its Privacy Policy <http://home.pearsonvue.com/Legal/Privacy-and-cookies-policy.aspx>, including for administering the Sweepstakes and verifying an Entrant's identity, postal address, and email address in the event an Entrant qualifies for a prize. Entrant's information may also be transferred to countries outside the country of the Entrant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of the Entrant's residence. Entrant has the right to request access, review, rectification, or deletion of any personal data held by Sponsor in connection with the Sweepstakes by writing to Sponsor at this email address: pvmarketing@pearson.com.

WARRANTY AND INDEMNITY: To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep Sweepstakes Entities indemnified at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless the Sweepstakes Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any exam or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Entrant in connection with the Sweepstakes; (c) any non-compliance by the Entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Entrant's involvement with the Sweepstakes; (e) acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; (f) any malfunction or other

problem with the Sweepstakes Site; (g) any error in the collection, processing, or retention of exam information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

ELIMINATION: Any false information provided within the context of the Sweepstakes by any Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Entrant from the Sweepstakes.

FORCE MAJEURE. Sponsor will not be liable, and will be excused from performance, for failure or delay to perform obligations of this Sweepstakes, which have become practicably impossible because of circumstances beyond the reasonable control of the Sponsor. Such circumstances include without limitation natural disasters or acts of God; fires; storms; floods; riots; earthquakes; acts of terrorism; labor disputes or stoppages; government acts or orders; epidemics; pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; insurrection; civil disturbance; sabotage; embargos; blockades; acts of war; power failure; failure of Internet access or service communication line failures; family or personal emergencies (documented or otherwise confirmed), or any other cause whatsoever beyond Sponsor's control, whether similar in kind to the foregoing or otherwise. Sponsor will provide email notice of delay, termination, or modification of the Sweepstakes format/rules or any other responsibilities of the Sponsor due to force majeure to the Entrant no later than ten (10) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions Sponsor is taking regarding the Sweepstakes (e.g., postponing, cancelling, moving location, going digital, etc.).

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a survey into the Sweepstakes, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Sponsor, or the Sweepstakes Entities. You acknowledge that you have submitted your exam voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor or the Sweepstakes Entities and that no such relationship is established by your submission of an exam under these Rules.

FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Minnesota, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Sweepstakes are hereby excluded, and all Entrants expressly waive any and all such rights.

ARBITRATION; WAIVER OF CLASS ACTION. By entering the Sweepstakes, you agree that any dispute arising out of or relating to the Sweepstakes or these Rules, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). All disputes between you and Sponsor of whatsoever kind or nature arising out of these Rules shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in Minnesota, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. This Arbitration Agreement includes, without limitation,

disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING THE SWEEPSTAKES, YOU AND THE SPONSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

WINNERS' LIST: For the names of the winners available after July 24, 2023, send a self-addressed stamped envelope to: 2023 Pearson VUE Real Estate Job Task Analysis Sweepstakes Winners, 3 Bala Plaza West, Suite 300, Bala Cynwyd, PA, 19004, for receipt no later than September 1, 2023.

SPONSOR: Pearson VUE, a business of NCS Pearson, INC., 5601 Green Valley Drive, Bloomington, MN 55437.