

## Microsoft Office Specialist World Online Championship Contest

### Official Rules

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. VOID WHERE PROHIBITED.** CONTEST IS OPEN TO THE DIRECT AND INTENDED RECIPIENTS OF NCS PEARSON, INC. THAT HAVE PARTICIPATED AND WERE IDENTIFIED AS A WINNER IN A QUALIFYING ROUND CONTEST WHO ARE RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND WORLDWIDE, EXCEPT FOR CRIMEA, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, LIBYA, SOMALIA AND WILL BE VOID TO RESIDENTS OF ANY OTHER COUNTRY SANCTIONED BY THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE US DEPARTMENT OF THE TREASURY AND WHERE PROHIBITED BY LAW. IF YOU DID NOT PARTICIPATE OR WERE NOT IDENTIFIED AS A WINNER IN A QUALIFYING ROUND CONTEST (FOR AN EXAM ENTERED IN A QUALIFYING ROUND CONTEST PRIOR TO SEPTEMBER 15, 2021) YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THIS CONTEST.

#### **PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

**BINDING AGREEMENT:** In order to participate in the Microsoft Office Specialist World Online Championship Contest (the “Contest”), you must agree to these Rules. Therefore, please read these Rules prior to participating to ensure you understand and agree. You agree that participating in the Contest constitutes your agreement to these Rules. You may not participate in the Contest and are not eligible to receive any prize described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Sponsor with respect to the Contest.

**CONTEST ELIGIBILITY:** To be eligible to participate in the Contest, you must: (1) have taken a qualifying Microsoft Office Specialist Office (MOS) exam between June 16, 2019 and September 15, 2021; (2) have been over 13 years old at the time you took the qualifying exam; (3) have been under 22 at the time you took the qualifying exam; (4) if you are an eligible minor you must have the permission from your parent or legal guardians to participate in the Contest; (5) be enrolled in an approved academic institution between June 16, 2019 and September 15, 2021; (as defined by Sponsor in its sole discretion); (6) not be a resident of Colorado or Maryland; (7) not be a student at a school within the Chicago Public School District; (8) not be a resident of Crimea, Cuba, Iran, North Korea, Sudan, Syria, Libya, or Somalia; (9) not be a person or entity under U.S. export controls or sanctions; and (10) have access to the Internet as of September 15, 2021. Contest is void in Crimea, Cuba, Iran, North Korea, Sudan, Syria, Libya, Somalia and to residents of any other country sanctioned by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury and where prohibited by law. Employees, interns, contractors, and official office-holders of Sponsor, NCS Pearson, Inc., Microsoft, Inc., Certiport, a business of NCS Pearson, Inc., and their respective parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and Contest agencies, representatives, and agents (collectively, “Contest Entities”), and members of the Contest Entities immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such Contest Entities are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. Entrants who have previously competed in the Microsoft Office Specialist World Championship final round are not eligible to compete in the same product track (e.g. Excel, Word, or PowerPoint), even if it is a different version of that product, but may compete in a different product track (e.g. a previous competitor in the Excel product track can only compete in the Word or PowerPoint product tracks).

**SPONSOR:** The Contest is sponsored by Certiport, a business of NCS Pearson, Inc. (“Sponsor”), with a principal place of business at

Certiport, a business of NCS Pearson, Inc.  
1276 S. 820 E. Ste. 200  
American Fork, UT 84003  
USA

**CONTEST PERIOD:** The Contest will take place at the Microsoft Office Specialist World Online Championship Event (the “Event”) and begins on November 9, 2021 in the United States and ends on November 11, 2021 (“Contest Period”). PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

**HOW TO PARTICIPATE IN THE CONTEST:** During the Event, eligible competitors will be instructed to take a selected-response exam and submit a project. The format each competitor will receive will be dependent on the specific MOS exam the competitor won during the Qualifying Round Contest (i.e., winners of Microsoft Office Specialist Word exams will receive a Word exam and project). Entrants will compete in one (1) of the following six (6) Microsoft Office Specialist exam categories (each, a “MOS exam”); (i) Microsoft Word (Office 2016) (formerly known as MOS 2016 Word); (ii) Microsoft PowerPoint (Office 2016) (formerly known as MOS 2016 PowerPoint); (iii) Microsoft Excel (Office 2016) (formerly known as MOS 2016 Excel); (iv) Microsoft Word (Microsoft 365 Apps and Office 2019) (formerly known as MOS 2019 Word); (v) Microsoft PowerPoint (Microsoft 365 Apps and Office 2019) (formerly known as MOS 2019 PowerPoint); or (vi) Microsoft Excel (Microsoft 365 Apps and Office 2019) (formerly known as MOS 2019 Excel). Entrants will receive instructions for the exam and following the exam, will receive instructions for the project. Entrants will be allowed up to thirty (30) minutes to finish the exam and three (3) hours to finish the project.

All exams must be completed during the Event within the thirty (30) minute time period specified to be considered. Limit of one (1) Submission (defined below), or portion thereof, per person throughout the Contest Period. Submissions received from any person in excess of the above stated limitation will be void. Submissions are void if they are in whole or part incomplete, altered, counterfeit, obtained through fraud, or late.

**WINNER DETERMINATION:** At the conclusion of the Contest Period, a team of judges will review all qualifying examination and project submissions (collectively “Submission”). The one (1) Submission that receives the highest overall score in each MOS exam will be deemed a potential First Prize winner (for a total of six (6) potential First Prize winners). The one (1) Submission that receives the next highest overall score in each MOS exam will be deemed a potential Second Prize winner (for a total of six (6) potential Second Prize winners). The one (1) eSubmission that receives the next highest overall score in each MOS exam will be deemed a potential Third Prize winner (for a total of six (6) potential Third Prize winners). In the event of a tie, the competitor that completed the applicable MOS examination portion of the Submission in the shortest amount of time (as determined by Sponsor, in its sole discretion) will be selected as the potential winner of the applicable MOS exam prize. In the event a potential winner is

disqualified for any reason, the Submission for the applicable MOS exam that received the next highest total score will be chosen as the potential winner.

**WINNER NOTIFICATION:** On or about November 15, 2021 the potential winners will be announced during the online Awards Ceremony Event. Except where prohibited by law, each potential winner will be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. Potential winners must return all such required documents within five (5) days following attempted notification or such potential winner may be deemed to have forfeited the prize and another potential winner may be selected for the applicable MOS Exam based on the winner procedure described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. In the event that no exams or projects are received, no prize will be awarded. Determinations of Sponsor are final and binding.

**MICROSOFT WORD (OFFICE 2016), MICROSOFT EXCEL (OFFICE 2016), MICROSOFT POWERPOINT (OFFICE 2016), MICROSOFT WORD (MICROSOFT 365 APPS AND OFFICE 2019), MICROSOFT EXCEL (MICROSOFT 365 APPS AND OFFICE 2019), & MICROSOFT POWERPOINT (MICROSOFT 365 APPS AND OFFICE 2019) FIRST PLACE PRIZES (6) (One (1) per applicable MOS Exam):** A scholarship awarded in the form of a \$7,000 USD check for winners inside the US and via wire transfer for international champions. Approximate Retail Value ("ARV") of each Microsoft Office 2016 and Microsoft 365 Apps and Office 2019 Word, Excel and PowerPoint First Prize: \$7,000 USD.

**MICROSOFT WORD (OFFICE 2016), MICROSOFT EXCEL (OFFICE 2016), MICROSOFT POWERPOINT (OFFICE 2016), MICROSOFT WORD (MICROSOFT 365 APPS AND OFFICE 2019), MICROSOFT EXCEL (MICROSOFT 365 APPS AND OFFICE 2019), & MICROSOFT POWERPOINT (MICROSOFT 365 APPS AND OFFICE 2019) SECOND PLACE PRIZES (6) (One (1) per applicable MOS Exam):** A scholarship awarded in the form of a \$3,500 USD check for winners inside the US and via wire transfer for international champions. ARV of each Microsoft Office 2016 and Microsoft 365 Apps and Office 2019 Word, Excel and PowerPoint Second Prize: \$3,500 USD.

**MICROSOFT WORD (OFFICE 2016), MICROSOFT EXCEL (OFFICE 2016), MICROSOFT POWERPOINT (OFFICE 2016), MICROSOFT WORD (MICROSOFT 365 APPS AND OFFICE 2019), MICROSOFT EXCEL (MICROSOFT 365 APPS AND OFFICE 2019), & MICROSOFT POWERPOINT (MICROSOFT 365 APPS AND OFFICE 2019) THIRD PLACE PRIZES (6) (One (1) per applicable MOS Exam):** A scholarship awarded in the form of a \$1,500 USD check for winners inside the US and via wire transfer for international champions. ARV of each Microsoft Office 2016 and Microsoft 365 Apps and Office 2019 Word, Excel and PowerPoint Third Prize: \$1,500 USD.

**PRIZE CONDITIONS:** No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, regarding the use, value or enjoyment of the prize.

**TAXES:** RECEIPT OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY 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 SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order 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.

**GENERAL CONDITIONS:** All federal, state, provincial and local laws and regulations apply. Sponsor reserves the right to disqualify any competitor from the Contest if, in Sponsor's sole discretion, it reasonably believes that the competitor has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other competitors, viewers, Sponsor, or the Judges.

**INTELLECTUAL PROPERTY RIGHTS:** As between Sponsor and the competitor, the competitor retains ownership of all intellectual and industrial property rights (including moral rights) in and to their project. As a condition of participation, competitor grants Sponsor, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display their participation in the Contest in connection with advertising and Contest via communication to the public or other groups.

**PRIVACY:** Participant acknowledges and agrees that Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Sponsor throughout the Contest, 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 Contest and verifying a competitor's identity, postal address and email address in the event a competitor qualifies for a prize. Participant's information may also be transferred to countries outside the country of competitor's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of competitor's residence. Participant has the right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Contest by writing to Sponsor at this email address;

**MOSChampionship@pearson.com.**

**PUBLICITY.** By accepting a prize, competitor agrees to Sponsor and its agencies use of his or her name and/or likeness and photo (if applicable) for advertising and promotional purposes without additional compensation, unless prohibited by law.

**WARRANTY AND INDEMNITY:** To the maximum extent permitted by law, each competitor indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the competitor and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each competitor agrees to defend, indemnify and hold harmless the Contest 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 project uploaded or otherwise provided by the competitor 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 competitor in connection with the Contest; (c) any non-compliance by the competitor with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the competitor's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest 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 Contest by any competitor 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 competitor from the Contest.

**INTERNET:** Contest Entities are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable, or destroyed exams due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an competitor's ability to participate.

**RIGHT TO CANCEL, MODIFY OR DISQUALIFY.** If for any reason the Contest is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor may choose to determine the potential winners for the Contest from among all eligible exams received prior to action taken using the judging criteria specified above. Sponsor further reserves the right to disqualify any competitor who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an competitor to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek any and all remedies available from any such competitor to the fullest extent of the applicable law.

**FORCE MAJEURE.** Sponsor will not be liable, and will be excused from performance, for failure or delay to perform obligations of this Contest, 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; 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 Contest format/rules or any other responsibilities of the Sponsor due to force majeure to the Participant 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 Contest (e.g. postponing, cancelling, moving location, going digital, etc.).

**NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an exam or project into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Sponsor, or the Contest Entities. You acknowledge that you have submitted your exam and project 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 Contest 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 Contest are hereby excluded, and all Participants expressly waive any and all such rights.

**ARBITRATION; WAIVER OF CLASS ACTION.** By entering the Contest, you agree that any dispute arising out of or relating to the Contest 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 CONTEST, YOU AND SPONSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

**WINNERS' LIST:** You may request a list of Contest winners after **November 30, 2021** but before **December 31, 2021** by sending an email with the subject line "Microsoft Office Specialist World Online Championship Contest Winners" to **MOSChampionship@pearson.com** or by sending a self-addressed stamped envelope to:

Certiport, a business of NCS Pearson, Inc., 1276 S. 820 E. Ste. 200, American Fork, UT 84003, USA