Microsoft Office Specialist World 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 JUNE 15, 2020) 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 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) be between the ages of 13 and 22 as of **June 15, 2020** (and if you are an eligible minor you must have the permission from your parents or legal guardians to participate in the Contest); (2) be enrolled in an approved academic institution (as defined by Sponsor in its sole discretion); (3) not be a resident of Crimea, Cuba, Iran, North Korea, Sudan, Syria, Libya, or Somalia; (4) not be a person or entity under U.S. export controls or sanctions; and (5) have access to the Internet as of **June 16, 2019**. 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, 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 Championship Event in Anaheim, California, USA (the "Event") and begins on August 2, 2020 at 9:00 AM PDT Zone in the United States and ends on August 5, 2020 at 3:00 PM PDT ("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 entrants will be given a high-resolution copy of a Word document, an Excel workbook, or a PowerPoint presentation to recreate. The format each entrant will receive will be dependent on the exam each entrant won during the Qualifying Round Contest (i.e., winners of Microsoft Office Specialist Word exams will receive a Word document to recreate). Entrants will be required to test in one of the available languages at the Event, regardless of native or first language. The available languages are English, Chinese (Simplified), Chinese (Traditional), Japanese, Korean, and Spanish. For requests made prior to January 1, 2020, additional languages may be available upon request. Please submit requests to MOSChampionship@pearson.com. Entrants will compete in one (1) of the following six (6) Microsoft Office Specialist exam categories (each, a "MOS exam"); (i) MOS 2016 Word; (ii) MOS 2016 PowerPoint; (iii) MOS 2016 Excel; (iv) MOS 2019 Word; (v) MOS 2019 PowerPoint; or (vi) MOS 2019 Excel. Entrants will receive a printed set of guidelines containing specification for the document, workbook, or presentation, and data files that can be used as building blocks to speed up the recreation of the document, workbook, or presentation. Entrants will be allowed up to fifty (50) minutes to recreate the document, workbook, or presentation they are provided.

All exams must be completed at the Event within the fifty (50) minute time period specified to be considered. Limit of one (1) exam per person throughout the Contest Period. Exams received from any person in excess of the above stated limitation will be void. Exams 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, the one (1) exam 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) exam 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) exam 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 entrant that completed the applicable MOS exam 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. In the event a potential

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

WINNER NOTIFICATION: On or about August 5, 2020 the potential winners will be announced during the Awards Ceremony at the Event. If a potential winner does not attend the Awards Ceremony at the Event, then such potential winner may be disqualified and an alternate potential winner may be selected from among all eligible exams received based on the winner procedure described herein. 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 will 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 are received, no prize will be awarded. Determinations of Sponsor are final and binding.

MOS 2016 and MOS 2019 WORD, EXCEL & POWERPOINT FIRST PLACE PRIZES (3) (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 MOS Word, Excel and PowerPoint First Prize: $7,000 USD.

MOS 2016 and 2019 WORD, EXCEL & POWERPOINT SECOND PLACE PRIZES (3) (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 MOS Word, Excel and PowerPoint Second Prize: $3,500 USD.

MOS 2016 and MOS 2019 WORD, EXCEL & POWERPOINT THIRD PLACE PRIZES (3) (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 MOS 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 participant from the Contest if, in Sponsor's sole discretion, it reasonably believes that the participant 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 participants, viewers, Sponsor, or the Judges.

INTELLECTUAL PROPERTY RIGHTS: As between Sponsor and the participant, the participant retains ownership of all intellectual and industrial property rights (including moral rights) in and to their exam. As a condition of exam, participant 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 participant's identity, postal address and email address in the event a participant qualifies for a prize. Participant's information may also be transferred to countries outside the country of participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of participant'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, participant 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 participant 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 participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each participant 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 other material uploaded or otherwise provided by the participant 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 participant in connection with the Contest; (c) any non-compliance by the participant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the participant'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 participant 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 participant 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 at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an participant'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 and if terminated, Sponsor will 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 participant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an participant 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 participant to the fullest extent of the applicable law.

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an exam 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 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: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. 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.

WINNERS' LIST: You may request a list of Contest winners after **August 5, 2020** but before **August 31, 2020** by sending an email with the subject line "Microsoft Office Specialist World 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