



Special Education SMART Table™ Draw Terms and Conditions

By entering the SMART Technologies ULC (“**SMART**”) Special Education SMART Table Draw (the “**Draw**”), you could win, on behalf of your current employer school, a SMART product (details provided below) for your school, or, if you are employed by a school district, for a beneficiary accredited school of your choice within your school district.

Eligibility and entry

- Entrants must be legal age of majority in their province/territory/state of residence to be eligible to enter the Draw.
- Entrants must review and agree to these Draw terms and conditions (“**Terms and Conditions**”).
- Employees, contractors, agents, retirees and immediate family members (spouse, parents, siblings and children) of employees, contractors, agents and retirees of SMART, its affiliates and subsidiaries are not eligible for entry in the Draw.
- To enter, visit www.smarttech.com/specialedcontest follow the prompts and complete the required fields in full, agree to the Terms and Conditions and click the “submit” button to complete your entry. Entries must be received by SMART within the applicable Draw period as set out below.
- Entrants may participate in the Draw which is open from 12:00am on April 1, 2012 through to May 31, 2012 at 11:59pm MST.
- Entrants are limited to one entry in the Draw. Each entry is valid for one (1) chance to win.
- Potential winners must complete the “SMART Draw Acknowledgement Form” and must designate a beneficiary accredited school. The designation, once made, is irrevocable, and the winner’s designated beneficiary school becomes the owner of the prize package. Designated beneficiary schools must be located in Canada (excluding the Province of Quebec), the 50 United States or Washington D.C.
- Potential winners resident in Canada must correctly answer a mathematical skill-testing question.
- This Draw is open to legal residents of Canada (excluding residents of the Province of Quebec), the 50 United States and Washington D.C., except where otherwise prohibited or restricted by law. This Draw is subject to all applicable federal, provincial, state and local laws and regulations.

Method of determining winners

One (1) potential winner will be selected on June 1, 2012 from all eligible entries received, by random draw to take place at SMART’s headquarters at 3636, Research Road NW, Calgary, AB.

To win, the potential winners must have complied with these Terms and Conditions, complete the SMART Draw Acknowledgement Form and potential winners who are Canadian residents must correctly answer a time-limited mathematical skill-testing question. Completed SMART Draw Acknowledgement Forms must be received by SMART within thirty (30) days of notification by SMART as set forth under the heading “Notification” below.

Potential winners who do not comply with each of these requirements will be disqualified and another potential winner will be selected.

Odds of winning

Odds of winning depend on the number of eligible entries received and individuals qualifying for the Draw.

Winner selection date

One (1) potential winner will be selected on June 1, 2012.



Notification

Potential winners will be notified by email on the day such potential winner is selected (June 1, 2012). SMART will email a copy of the SMART Draw Acknowledgement Form to the potential winner upon notification and for potential winners resident in Canada will organize a mutually convenient date and time to administer a time-limited mathematical skill-testing question by telephone. Regardless of when a potential winner receives the notification email, notification will be deemed to have occurred on the date SMART first emailed such potential winner.

Limitation of liability

SMART assumes no risk or liability for lack of satisfaction with the prizes awarded. SMART is not responsible for any Draw documentation or entries that are incomplete, lost, stolen, misdirected, not received, destroyed, illegible or delayed for any reason whatsoever or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. SMART is not responsible for any damage to any participant's computer system/software related to or resulting from participation in the Draw or downloading any materials in relation to this Draw.

Publicity release and consent to receive promotional materials

All entries become the property of SMART and will not be returned. Winners agree to grant SMART the full right and authority to record and use their name, character, photograph, voice and/or likeness (individually and collectively, the "**Personal Information**") in connection with the promotion of this or other promotions, unless their school or school district prohibits the same, in which case it is the responsibility of the winner to advise SMART of such fact. Regardless of the aforementioned, SMART shall be entitled to use, publish and release the winner's name as a winner of the Draw. All winners waive any claim of royalty, rights or remuneration for use of their Personal Information. All personal information collected in association with the Draw will be used only pursuant to SMART's Privacy Policy, which is available at <http://www.smarttech.com/us/Legal/Privacy+Policy>.

Winners agree to assist in obtaining the consent of their designated beneficiary school so that a profile of the organization and the intended or actual use of the prize products may be featured on www.smarttech.com. All promotional pieces are and remain the property of SMART.

Unclaimed prizes

Any prize that remains unclaimed thirty (30) days following notification by SMART will be forfeited.

Prize descriptions and approximate prize values

The following prize will be randomly awarded on June 1, 2012.

- One (1) SMART Table™ interactive learning center, valued at US \$6,499.

No installation of product is included in the prize.

Delivery of prizes

Prizes will be ready for delivery within three (3) months from the date winner is notified. SMART will work with the winner and the designated beneficiary school to arrange for delivery. All shipping costs associated with the delivery of the prize to the winner's designated beneficiary school will be paid for by SMART.

Taxes, fees and expenses

Prize recipients are solely responsible for any and all taxes, fees and expenses that may be incurred in connection with prizes awarded which are not specifically indicated above.

Governing law

The Draw and these Terms and Conditions shall be governed by and construed in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein and the reference to such laws shall not, by the application of any conflict of law rules, or otherwise, require the application of the laws in force in any other jurisdiction. Participants in the



Draw accept and agree to submit and attorn to the jurisdiction of the Courts of the Province of Alberta and all Courts of appeal therefrom.

Winners list

A winners list may be obtained by sending a self-addressed stamped envelope to SMART at the address indicated at the bottom of these Terms and Conditions, Attention: Education Product Marketing. All such requests must be received within 3 months of the applicable draw date, unless a longer period is required by applicable law. Vermont residents may omit return postage.

Void

This Draw is void in the Province of Quebec and where otherwise prohibited or restricted by law.

No purchase or payment fee required

NO PURCHASE NECESSARY. No purchase of SMART products or payment of fees is required.

Prize as awarded

Prizes must be accepted as awarded. No cash or product substitutions are permitted. If a specific prize becomes unavailable due to unforeseen circumstances, SMART reserves the right to substitute a prize of like or equal value. Prizes are nontransferable, unless otherwise specifically approved by SMART in writing.

Verification, all rights reserved

All entries are subject to verification. SMART reserves the right, in its sole direction, to require proof of identity and/or eligibility (in a form acceptable to SMART) to participate in the Draw. Failure to provide such proof in a timely manner may result in disqualification. The decisions of SMART with respect to all aspects of this Draw are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants. SMART reserves the right to cancel, terminate or suspend this Draw at its sole discretion, or to alter any of the Draw Terms and Conditions at any time.

Draw sponsor

This Draw is sponsored by SMART.

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CANADA
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