

SOPHIA Summer Challenge Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: SOPHIA Summer Challenge (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. Employees of Sophia Learning LLC, Capella Education Company, ePrize, LLC, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Sophia Learning LLC, 110 N. 5th Street, Suite 520, Minneapolis, MN 55403.
Administrator: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on June 5, 2012 at 9:00 a.m. Eastern Time ("ET") and ends on July 29, 2012 at 11:59 p.m. ET (the "Promotion Period"), and consists of nine (9) entry periods (each an Entry Period), as explained in the chart below. Each Entry Period starts at 12:00 a.m. ET and ends at 11:59 p.m. ET, with the exception of Weekly Entry Period 1 and the Bonus Entry Period, which will each start at 9:00 a.m. ET.

Entry Period	Start Date	End Date	Approximate Drawing Date
Weekly 1	June 5, 2012	June 10, 2012	June 11, 2012
Weekly 2	June 11, 2012	June 17, 2012	June 18, 2012
Weekly 3	June 18, 2012	June 24, 2012	June 25, 2012
Weekly 4	June 25, 2012	July 1, 2012	July 2, 2012
Weekly 5	July 2, 2012	July 8, 2012	July 9, 2012
Weekly 6	July 9, 2012	July 15, 2012	July 16, 2012
Weekly 7	July 16, 2012	July 22, 2012	July 23, 2012
Weekly 8	July 23, 2012	July 29, 2012	July 30, 2012
Bonus	June 5, 2012	July 29, 2012	July 30, 2012

Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: All entrants must have a Sophia account ("Account"). Accounts are free and can be obtained by visiting www.sophia.org.

During the Promotion Period, once you have an Account, visit www.sophia.org/summer-challenge and follow the links and instructions to complete and submit the registration form including your first and last name, birth date and email address. After submitting the registration form, you may proceed to select a short "Tutorial" within the Pathways section which is appropriate to your learning level. Then, follow the links and instructions to review a short Tutorial and complete a "Test Yourself" quiz. You may repeat any Test Yourself quiz until you have answered at least three (3) questions correctly. Once you have correctly answered three (3) questions correctly from any Test Yourself quiz, you automatically will receive one (1) Sweepstakes entry into both, the applicable Weekly Entry Period's drawing and the Bonus Entry Period drawing. Limit: Each entrant may receive a maximum of five

(5) Weekly Entry Period entries per Weekly Entry Period (for a maximum of forty (40) Weekly Entry Period entries), and a maximum eight (8) Bonus Entry Period entries (only one (1) Bonus Entry Period entry can be earned per Weekly Entry Period), during the Promotion Period. Multiple entrants are not permitted to share the same email address or Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the nine (9) potential winners (one (1) per applicable Entry Period) on or around the dates outlined in the chart in Section 3 above, from all eligible entries received during each applicable Entry Period. Non-winning entries from each applicable Weekly Entry Period drawing will not carry over into the subsequent Weekly Entry Period drawings. The potential winners will be notified by email after the applicable drawing. If a potential winner of any prize cannot be contacted, or prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 4 weeks after the conclusion of the Sweepstakes (unless any alternate drawings are required, in which case this prize fulfillment may take longer than 4 weeks).

6. Prizes: NINE (9) PRIZES (one (1) per Entry Period): An iPad®. Approximate Retail Value ("ARV"): \$500. For All Prizes: The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. iPad® is a registered trademark of Apple, Inc. ("Apple"). Apple does not sponsor or endorse the use of its products in connection with this promotion. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period. Limit: one (1) prize per household.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Capella Education Company, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in

connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to ePrize, LLC's Privacy Policy <http://www.eprize.com/privacy-policy> and Sponsor's Privacy Policy <http://www.Sophia.org/privacy>.

13. Winner List: For a winner list, visit <http://bit.ly/IIOVs3>. The winner list will be posted after winner confirmation is complete.

© 2012 ePrize, LLC. All rights reserved.