

CTN Loyalty Rewards Program Terms and Conditions

Effective Date: September 1, 2014

The CTN Loyalty Rewards Program (the “Program”) is offered by DeSales Media Group, Inc. d/b/a Catholic Telemedia Network (“CTN”). References to CTN include our affiliates and subsidiaries. Please read these Terms and Conditions carefully. **By participating in the Program, you agree you have read, understood, and agree to be bound by these Terms and Conditions (“Program Terms”). If you do not agree to the Program Terms, do not participate in the Program.**

CTN reserves the right to change, modify or terminate the Program and/or the Program Terms at any time and for any reason without notice to you. Changes to the Program and/or the Program Terms will be posted on CTN’s website so please review the Program Terms frequently.

1. Program Overview

CTN provides curriculum-based instructional media resources that support the educators of the Roman Catholic Diocese of Brooklyn and Queens (the “Diocese”). CTN recognizes that teachers in Diocesan schools work hard and are extremely dedicated to their students. The CTN Loyalty Rewards Program is our way of saying 'thank you' for using the digital resources made available by CTN. There is no fee to participate in the Program.

Subject to the Program Terms, eligible participants may earn rewards based on their number of streams during the months of September, October, November, December and January (first half), and February, March, April and May (second half). The details are explained below.

2. Enrollment and Points

You must have a Learn360 account to participate in the Program. Users who login to their Learn360 accounts during a Reward Period (defined below) will automatically be enrolled in the Program. If you do not wish to participate in the Program for any reason, including if you do not agree to the Program Terms, please contact us at 718-499-9705.

Rewards are determined based on the number of your Streams (as defined below) during each Reward Period. There are two separate Reward Periods comprised of 5 full months and 4 full months as follows: (1) September, October, November, December and January and (2) February, March, April and May. A “stream” is the viewing of a full video or video clip directly from the Learn360 server for the purpose of previewing or viewing. A stream is valid if viewed during a Reward Period for the purpose of accessing educational resources to further your and/or your students’ education and is logged by the Learn360 database of reports. You may not share your Learn360 password or authorize a third party to login to Learn360 for you for the purpose of increasing your Logins, or otherwise Login for the sole purpose of increasing your Logins. It is your responsibility to ensure your login information is entered correctly.

Each valid stream will count as one point. Points will not be awarded for streams prior to the Effective Date listed at the beginning of these Program Terms. You must obtain a minimum number of points, as explained below, in a Reward Period to earn a reward. All points will automatically expire at midnight on the last day of each Reward Period, and points may not carry over to the next Reward Period. Thus, all point balances will be set to zero at the beginning of each Reward Period. Points are non-transferable, non-assignable, and have no cash value. You must be employed within the Diocesan school system to earn points and receive rewards. All points will be automatically forfeited, and no reward issued, if your employment within the Diocesan school system terminates for any reason. CTN's determination of the number of your points is final. However, CTN reserves the right to correct errors as determined in the sole discretion of CTN or to adjust your points in the event CTN determines you violated the Program Terms.

3. Rewards

There are currently three reward levels based on the number of points earned during a Reward Period:

Gold: 100+ or more points

Silver: 65 to 99 points

Bronze: 45 to 64 points

If you earned the minimum number of points, you will be placed in the highest level you reached at the end of the Reward Period and receive a reward associated only with that level.

CTN intends to send earned rewards during the month following the end of each Reward Period as follows:

February: For points earned during September, October, November, December and January

June: For points earned during February, March, April, and May

However, CTN does not guarantee that it will be able to send rewards during the times set forth above, or that you will receive the reward during the times set forth above. CTN is not responsible for any delays or interruptions in delivery or shipping of rewards. By participating in the Program, you agree that CTN may use the information you entered when you registered for Learn360 (such as your e-mail address), or other information that CTN may obtain (including contacting your school) in order to administer the Program, send you a reward or to contact you about a reward or other aspects of the Program. If you do not wish CTN to use your information in this manner, please contact us at [718-499-9705](tel:718-499-9705) and you will not be enrolled in the Program.

CTN's goal is to thank you for supporting CTN, and we welcome your feedback on the rewards you receive. CTN will not identify rewards in advance. CTN will determine, in its sole discretion, the rewards it will issue at each of the Bronze, Silver and Gold levels. Rewards may include items for you to enjoy and/or to share with your classroom. CTN is not responsible for any rewards once issued and any rewards issued by a third party (such as store gift cards) are subject to the terms and conditions set by those third parties. You are not obligated to accept or

use any rewards, but you are responsible for determining if your employer imposes any conditions on the acceptance of gifts or rewards and any applicable taxes. Rewards may not be exchanged for other rewards or for cash or any cash equivalent. CTN may substitute or change rewards at its discretion. Participants, including those who reach the same reward level, may receive different rewards for the same Reward Period.

4. General Conditions

By participating in the Program, you agree to be bound by the Program Terms and the decisions of CTN with respect to the Program and Program Terms, which are final and binding in all respects.

CTN reserves the right to terminate, discontinue, modify or cancel the Program at any time and in its sole discretion without notice to you (including not issuing rewards for any accrued points at the time). By participating in the Program, you waive any rights to notice of termination or modification.

CTN reserves the right to terminate your participation in the Program, and/or reset your points to zero without a reward, if CTN determines in its sole discretion that you have violated the Program Terms, or that your activities in connection with the Program are unauthorized, fraudulent, unlawful, or designed to unfairly manipulate the results of the Program. CTN reserves the right to seek all remedies available at law and in equity for violations of the Program Terms.

CTN is not responsible for and is not liable for (i) technical or computer malfunctions, lost connections, disconnections or transmission errors; (ii) any injuries, losses or damages of any kind caused by a reward or resulting from acceptance, possession or use (or misuse) of any reward or from participating in the Program; or (iii) any printing, typographical, administrative or technological errors in any material associated with the Program.

CTN MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM OR ANY REWARDS ISSUED UNDER THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

IN NO EVENT WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM, WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHER THEORY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow limitations on implied warranties, or limitations or exclusion of liability for incidental, consequential or other damages, so the above may not apply to you. In such jurisdictions, CTN's liability is limited to the greatest extent permitted by law.

The invalidity or unenforceability of any provision of these Program Terms shall not affect the validity or enforceability of any other provision so long as the general intent of these Program Terms remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Program Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

All issues and disputes concerning the Program shall be governed by, and construed in accordance with, the laws of the State of New York without regard to any choice of law or conflict of law rules.