

02.10.2023

INVITAȚIE

Stimată doamnă/Stimate domnule profesor,

Certipro Education vă invită să înscrieți candidați la **Campionatul Mondial Microsoft Office Specialist (MOSWC)**, ediția 2024, care se va desfășura în SUA, la Anaheim, California, în perioada **28-31 iulie 2024**.

În acest an școlar/academic, competiția din România va fi structurată pe trei secțiuni de concurs pentru următoarele suite de aplicații Microsoft Office: Word 2019, Excel 2019 și PowerPoint 2019.

Procedurile de participare sunt prezentate în două anexe, atașate prezentei scrisori: *Ghidul competiției și condițiile de participare pentru instituțiile educaționale din România* (Anexa 1); și *Regulile generale ale competiției globale* (Anexa 2 în limba engleză).

Așteptăm înscrierile candidaților dumneavoastră și vă mulțumim pentru că apreciați importanța certificării și validării competențelor IT la un standard unic global.



Gabriela Ford,
Managing Partner,
Certipro Education

MOSWC este o competiție prestigioasă menită să ajute tinerii din întreaga lume să-și testeze într-un cadru internațional competențele digitale de înalt nivel. MOSWC atrage anual peste 600.000 de candidați din 52 de țări. Între cei 146 de finaliști care și-au demonstrat expertiza în utilizarea aplicațiilor Microsoft Office s-au numărat și elevi români.

Certipro Education, este Partener Autorizat Certiport, unic distribuitor în România și Republica Moldova pentru certificările digitale CERTIPORT, recunoscute internațional. Certipro Education a făcut demersuri pentru ca elevilor care dețin certificări internaționale de competențe digitale IC3, să le fie recunoscute și echivalate rezultatele obținute la proba D, din cadrul examenului de bacalaureat susținut în România. OMENCȘ 3682, din 22.04.2016 prevede în acest sens metodologia de echivalare.

CERTIPORT este leader global în furnizarea de certificări digitale complete pentru orientarea tinerilor în carieră. Certiport dezvoltă și distribuie programe de testare și certificare, dedicate utilizatorilor de tehnologii din domeniul academic, corporativ și toate segmentele forței de muncă, din lumea întreagă.

Anexa 1 – Ghidul competiției și condițiile de participare pentru instituțiile educaționale din România, intitulată Campionatul Național MOS 2024

Campionatul Național MOS 2024 este organizat în România de către Certipro Education, Microsoft și Fundația EOS în parteneriat cu orice entitate de învățământ în care studiază tineri între 13 și 22 de ani. În România, competiția se derulează în două faze, ambele fiind preliminare **Campionatului Mondial Microsoft Office Specialist (MOSWC)**. Cele două faze sunt: faza locală și faza națională. Faza locală se desfășoară în intervalul **2 noiembrie 2023 - 29 martie 2024**, în orice entitate de învățământ interesată, în care studiază tineri între 13 și 22 de ani. Faza națională este organizată de către Certipro Education, la începutul lunii mai 2024.

Unitățile de învățământ din România interesate, pot înscrie candidații eligibili pentru următoarele categorii de concurs.

- Microsoft Office Specialist **WORD 2019**
- Microsoft Office Specialist **EXCEL 2019**
- Microsoft Office Specialist **POWERPOINT 2019**

Sistemul de examinare pentru concurs poate fi instalat prin intermediul platformei software Certiport Compass (instalată local sau prin serviciul Exams from Home), pusă la dispoziție GRATUIT de Certipro Education oricărei instituții educaționale din România, interesate să participe la Campionatul Mondial MOSWC 2024.

În vederea organizării fazei locale, orice entitate educațională trebuie să urmeze pașii de mai jos:

1. Să identifice candidații interesați să participe la sesiunile de certificare Microsoft Office Specialist, din cadrul propriei unități educaționale.
2. Să completeze [Formularul de înscriere](#) separat pentru fiecare candidat în parte. Data limită: **31 decembrie 2023**.
3. Să fie înregistrată sau să se înregistreze pe parcurs ca Centru Autorizat de Testare Certiport (CATC). Certificările Microsoft Office Specialist pot fi susținute doar într-un CATC. Înregistrarea se face online și este GRATUITĂ.
4. Pentru a participa la campionat, candidații trebuie să promoveze **un examen** Microsoft Office Specialist la alegere din următoarele categorii de aplicații: **Word 2019, Excel 2019** sau **PowerPoint 2019**.
5. Instituția educațională organizatoare achiziționează vouchere necesare pentru susținerea examenelor enumerate la Pct. 4 astfel:

- **Examen simplu:** **284,41** RON preț total cu TVA inclus
- **Examen cu re-examinare** **343,91** RON preț total cu TVA inclus

Notă: instituția organizatoare are dreptul de a aplica o taxă de supraveghere pentru examene.

6. Unitatea educațională poate organiza sesiunile de certificare, oricând de la data achiziției voucherelor până cel mai târziu **31 martie 2024**.

7. Organizatorul local este obligat să se asigure că toți candidații înscriși pentru examenele MOS, se încadrează cumulativ în criteriile de eligibilitate pentru participarea la MOSWC 2024, astfel:
 - a. au vârsta cuprinsă între 13 și 22 de ani (până la data de 31 decembrie 2024);
 - b. sunt înscriși într-o unitate acreditată de învățământ din România.
8. Elevii care au participat la o ediție anterioară a **finalei mondiale din SUA** a Campionatului **NU** mai pot să participe la competiție în cadrul **aceleiași categorii de concurs**. De exemplu, dacă un elev a participat în finala globală la categoria Word, acesta nu mai poate să participe la competiție decât la categoriile Excel sau PowerPoint.

NOTĂ: Toate examenele Microsoft Office Specialist se susțin în limba engleză!

Rezultatele examenelor MOS susținute în cadrul concursului vor fi afișate pe site-ul www.certipro.ro. Primii 10 candidați din fiecare categorie de concurs (în total 30 de candidați), calificați în ordine descrescătoare punctajului obținut la nivel local, vor fi invitați să participe la etapa națională MOS2024. Dintre cei 30 de candidați la faza națională, **trei candidați** vor reprezenta România la MOSWC 2024 din SUA, astfel: candidatul cu **cel mai bun punctaj la categoria Word**, candidatul cu **cel mai bun punctaj la categoria Excel** și candidatul cu **cel mai bun punctaj la categoria PowerPoint**.

Certipro Education și **Fundația EOS** vor susține demersul partenerilor educaționali interesați prin următoarele acțiuni:

1. Vor oferi suport tehnic, administrativ și logistic pentru derularea eficientă și la termen a examenelor Microsoft Office din toate instituțiile înregistrate în competiție.
2. Vor organiza etapa națională de selecție a candidaților care vor reprezenta România la MOSWC 2024, din SUA.
3. Vor acoperi cheltuielile de organizare și logistică, inclusiv contravaloarea examenelor susținute în etapa națională de calificare pentru toți candidații care participă la aceste sesiuni. **Notă: Certipro Education nu va acoperi cheltuielile de deplasare și/sau cazare ale candidaților calificați pentru faza națională.**
4. Împreună cu Microsoft Romania, vor acoperi integral **TOATE** cheltuielile de participare pentru **candidații (3 elevi/studenti)** care obțin cele mai bune punctaje la etapa națională a MOSWC 2024 pentru categoriile Word, Excel și PowerPoint 2019 pe toată perioada de derulare a MOSWC 2024 din Orlando, Florida, SUA.
5. Va acoperi integral **TOATE** cheltuielile de participare pentru **profesorul însoțitor (1 persoană)** al candidaților selecționați să reprezinte România la MOSWC 2024, pe toată perioada de derulare a MOSWC 2024 în SUA. **ATENȚIE!** Profesorul care va însoți candidații la competiția din SUA va fi coordonatorul elevului/elevei care obține cel mai bun punctaj la competiție (indiferent de categoria de examen). Dacă acesta declină invitația de a participa la evenimentul din SUA, invitația va fi extinsă profesorului al cărui elev/elevă (dintre cei trei elevi selecționați) a obținut al doilea cel mai bun punctaj în competiție. Dacă și acesta declină invitația de a însoți delegația României în SUA, invitația va fi extinsă către coordonatorul celui de-al treilea elev calificat la Campionatul Mondial. (Notă: în cazul în care primele trei cele mai bune punctaje sunt egale – se va lua în calcul timpul de execuție al examenului). În cazul în care nici unul dintre cei trei profesori nu doresc să însoțească delegația elevilor în SUA, Certipro Education își rezervă dreptul de a invita un însoțitor de grup la propria alegere (prioritatea o vor avea cadrele didactice care s-au implicat în derularea competiției la nivel local). În cazul în care profesorul coordonator al elevului cu cel mai bun punctaj acceptă invitația de a însoți grupul de elevi, profesorii coordonatori ai celorlalți

doi candidați selectați pentru competiția din SUA pot să solicite participarea la evenimentul din SUA cu condiția să acopere (personal, prin școală sau prin sponsori) cheltuielile de cazare și masă pe tot timpul șederii lor în SUA. Certipro Education va oferi asistență la obținerea vizelor de călătorie în SUA și se va ocupa de procesul oficial de înregistrare.

6. Vor oferi asistență premergătoare obținerii vizelor și permiselor de călătorie în Statele Unite pentru candidații selecționați și profesorii însoțitori, în conformitate cu cerințele ambasadei SUA.
7. Vor pune la dispoziția unităților de învățământ toate materialele de promovare și vizibilitate, astfel încât participarea instituțiilor să fie evidențiată la nivel național și internațional.
8. Vor pune la dispoziția candidaților materiale de studiu specifice pentru examenele din suita Microsoft Office 2019. De asemenea, Certipro Education va pune la dispoziția fiecărui elev înregistrat în competiție o **licență GRATUITĂ de simulări GMetrix**.

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 RUSSIA, BELARUS, 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 16, 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 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 been identified as a winner in a qualifying round contest; (2) have been over 13 years old at the time you took the qualifying exam; (3) 22 or younger by December 31, 2024 (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, as defined by Sponsor in its sole discretion, at the time the qualifying exam was taken; (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, Russia, Belarus, Syria, Libya, or Somalia; and (9) not be a person or entity under U.S. export controls or sanctions. Contest is void in Crimea, Cuba, Iran, North Korea, Sudan, Russia, Belarus, 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. 1633 West Innovation Way
5th Floor
Lehi, UT, 84043 USA

CONTEST PERIOD: The Contest will take place at the Microsoft Office Specialist World Championship Event (the “Event”) and begins on July 28, 2024, in Anaheim, California, USA, and ends on July 31, 2024 (“Contest Period”).

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 2019) (ii) Microsoft PowerPoint (Office 2019) (iii) Microsoft Excel (Office 2019) ; (iv) Microsoft Word (Microsoft 365 Apps); (v) Microsoft PowerPoint (Microsoft 365 Apps); or (vi) Microsoft Excel (Microsoft 365 Apps). Competitors will receive instructions for the exam.

All exams must be completed during the Event during the allocated time described in the testing instruction. 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.

REGISTRATION POSTPONEMENT: If a student qualifies and is unable to attend due to Visa issues, then the Certiport Authorized Partner in their region can choose to postpone their registration to the following year. Certiport Authorized Partners can only bring one student per exam track regardless of registration postponement. Student competitors must still meet the age and academic requirements at the time they attend the event. All registration postponement requests must be submitted by the Certiport Authorized Partner to MOSChampionship@Pearson.com

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) Submission 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 July 31, 2024 the potential winners will be announced during the 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 2019), MICROSOFT EXCEL (OFFICE 2019), MICROSOFT POWERPOINT (OFFICE 2019), MICROSOFT WORD (MICROSOFT 365 APPS), MICROSOFT EXCEL (MICROSOFT 365 APPS), & MICROSOFT POWERPOINT (MICROSOFT 365 APPS) FIRST PLACE PRIZES (6) (One (1) per applicable MOS Exam): A scholarship awarded in the form of a \$8,000 USD check for winners inside the US and via wire transfer for international champions. Approximate Retail Value (“ARV”) of each Microsoft 365 Apps and Office 2019 Word, Excel, and PowerPoint First Prize: \$8,000 USD.

MICROSOFT WORD (OFFICE 2019), MICROSOFT EXCEL (OFFICE 2019), MICROSOFT POWERPOINT (OFFICE 2019), MICROSOFT WORD (MICROSOFT 365 APPS), MICROSOFT EXCEL (MICROSOFT 365 APPS), & MICROSOFT POWERPOINT (MICROSOFT 365 APPS) FIRST PLACE PRIZES (6) (One (1) per applicable MOS Exam): A scholarship awarded in the form of a \$4,000 USD check for winners inside the US and via wire transfer for international champions. ARV of each Microsoft 365 Apps and Office 2019 Word, Excel and PowerPoint Second Prize: \$4,000 USD.

MICROSOFT WORD (OFFICE 2019), MICROSOFT EXCEL (OFFICE 2019), MICROSOFT POWERPOINT (OFFICE 2019), MICROSOFT WORD (MICROSOFT 365 APPS), MICROSOFT EXCEL (MICROSOFT 365 APPS), & MICROSOFT POWERPOINT (MICROSOFT 365 APPS) FIRST PLACE PRIZES (6) (One (1) per applicable MOS Exam): A scholarship awarded in the form of a \$2,000 USD check for winners inside the US and via wire transfer for international champions. ARV of each Microsoft 365 Apps and Office 2019 Word, Excel and PowerPoint Third Prize: \$2,000 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.

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 a 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 **August 11, 2024**, but before **September 8, 2024**, 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. 1633 West Innovation Way
5th Floor
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