

**FOLLETT CHALLENGE  
2018/2019 OFFICIAL  
RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING  
VOID WHERE PROHIBITED**

**1 Description**

The Follett Challenge (the “Promotion”) is designed to give entrants the opportunity to submit an essay and a video to Sponsor demonstrating how an educational program from your school or school district is preparing children to meet the demands of the 21st century. The prizes will be awarded to the entrants who submit the best entries as determined in accordance with these Official Rules. Sponsor’s decisions will be final in all matters relating to the Promotion and winner eligibility. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which are void. An entrant’s authorized representative may be required to show proof of being the authorized individual account holder of the email account associated with the entry.

**2 Eligibility**

This Promotion is open only to accredited schools and/or school districts that are located in the fifty (50) United States, the District of Columbia, Canada (except Quebec) or Australia. Each entry must be submitted on behalf of an eligible entrant by an individual who is (a) over the age of 21 at the time of submission; (b) employed as an educator by the entrant or as a volunteer recognized as such by the entrant; and (c) authorized in writing by the entrant to submit the entrant’s entry into the Promotion. Employees of Sponsor, its parent companies, affiliates and subsidiaries, its participating advertising, promotions and public relations agencies, and the Promotion judges as well as members of their respective families and/or those living in the same household as such individuals are not eligible to submit an entry on behalf of any entrant. Void where prohibited by law. Entrants (including their authorized representatives) must also have access to the Internet and a valid email address in order to enter. By authorizing an individual to submit an entry into the Promotion on behalf of an entrant, entrant agrees that it has read and consents to be bound by these Official Rules, and Sponsor’s privacy policy, available at <http://www.follettlearning.com/webapp/wcs/stores/servlet/en/fssmarketingstore/privacy-policy>. Eligibility is conditional on the acceptance of these Official Rules at time of submission.

**3 How to Enter**

To enter, go to [www.follettchallenge.com](http://www.follettchallenge.com) (“Promotion Site”), create an account (if you have not already done so), and complete the registration form (name, mailing address, email address, and other required information). Once registration is complete, follow the on-screen instructions to submit an essay and a video demonstrating how an educational program from your school or school district is preparing children to meet the demands of the 21st century (“Submission”). Submissions may be made beginning at 8:00 AM Central Time (“CT”) on October 22, 2018 and ending at 12:00 PM CT on December 14, 2018 (“Submission Period”). Sponsor’s clock is the official timekeeper for the Promotion. There is no limit on the number of unique Submissions an entrant may submit. An entrant may submit more than one (1) Submission provided that each Submission is unique and submitted separately. In the event of a dispute, a Submission will be deemed made by the account holder of the email address associated with the Submission. Sponsor reserves the right to review and void any Submission it feels, in its sole discretion, does not comply with these Official Rules or that would be considered to be offensive to the viewing public or damaging to Sponsor’s brand(s). Sponsor may void any Submission at any time.

**4 Submission Requirements**

Each Submission must also comply with the following:

- (a) The video portion of each Submission must be less than 1GB and be submitted in one of the following video formats: AVI, MOV, WMV, MP4, MPEG, 3GP, or 3G2.

- (b) The video portion of each Submission must be more than three (3) but less than five (5) minutes in length. The essay portion of each Submission must contain no more than the maximum number of characters listed on the entry form for each question.
- (c) All Submissions must be in English.
- (d) Submissions may not contain any personally identifiable contact information (such as address, phone number, email address or other contact information) for any person other than an authorized representative of the entrant.
- (e) The Submission must be the entrant's original work, created solely by the entrant, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. For purposes of clarity, each entrant is responsible for determining whether it has the right to include specific content, including trademarks and materials subject to copyright protection, in its Submission.
- (f) Submissions must NOT include any names, images, likenesses, voices, and/or recordings of third parties (such as celebrities, friends, parents, minors, and others) who have not expressly authorized the entrant, in writing, to display their name, image, likeness, voice and/or recording in the Submission and as part of the Promotion. Written consent from a parent or legal guardian is required for third parties who are minors in their jurisdiction of residence. Upon request from Sponsor, the entrant must provide copies of all appropriate clearances, permissions and releases for the Submission, including signed releases from all persons appearing or mentioned in the Submission, and location releases for all recognizable locations. Sponsor may require an entrant to execute documents confirming the grant of the rights referenced herein. In the event an entrant is unable to provide all required releases, clearances, and/or consents, Sponsor reserves the right, in its sole and unfettered discretion, to disqualify the applicable Submission.
- (g) Submissions may, but are not required to, mention or display Sponsor's products or services. Inclusion of Sponsor's products or services in a Submission will not influence the judging of that Submission.
- (h) Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libellous, obscene, unsafe, unlawful, non-family-friendly or Submissions that otherwise contain irrelevant or inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole and unfettered discretion.
- (i) An entrant may not work with parties who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your Submission in any media form; or 2) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Submissions worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Submission that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decision of the Sponsor on this and all matters pertaining to the Promotion shall be final and binding.

## **5 Winner Selection**

### **(a) Public Voting**

All eligible Submissions will be posted for public viewing and voting on the Promotion Site starting at 8:00 AM CT on January 21, 2019 and ending at 4:00 PM CT on January 25, 2019 (the "Voting Period"). Eligible Voters (as defined below) may vote for their favorite Submission up to one (1) time per day, subject to these Official Rules, the terms of use of the Promotion Site, and any voting instructions (including without limitation any verification/authorization instructions) posted on the Promotion Site. In order to be an Eligible Voter, a person must be 13 or older and a legal resident of one of the 50 United States, D.C., Canada (except Quebec), or Australia. No more than one (1) vote is allowed

per person per day. For purposes of clarity, each individual voter may use only one (1) email address to submit a vote, and each unique email address may represent only one (1) individual voter. All votes must be received by 4:00 PM CT on January 25, 2019. Votes that do not comply in all respects with these Official Rules or that result from fraud, collusion, manipulation, or other inappropriate conduct will be disqualified and rendered void. If an entrant or any person acting on behalf of an entrant (with or without the entrant's knowledge or approval) is found to have engaged in such fraud, collusion, manipulation or inappropriate conduct (as determined by Sponsor in its sole and unfettered discretion), all Submissions made on behalf of that entrant will be disqualified from further participation in the Promotion. Votes may be disqualified and declared void in the following circumstances: multiple votes received from the same email address/person on the same day; votes result from use of a redirect link, a disguised link, a fraudulent link, or similar impermissible method; votes result from a technical malfunction of servers or internet connection; technical or content upgrades render votes incompatible or inconsistent and votes result from inappropriate action by a voter in promoting such votes from others (e.g., through spam, harassment, etc.); and/or any other circumstances that Sponsor determines in sole and unfettered discretion requires votes to be disqualified and declared void.

Following the conclusion of the Voting Period, all votes received for each Submission will be counted. The ten (10) Submissions that receive the highest number of votes will be deemed potential winners of the People's Choice Prize. In the event of a tie, the Submission among the tied Submissions that has received the highest overall score from the Panel One judges will be deemed the potential winner of the People's Choice Prize.

Sponsor reserves the right, in its sole discretion, to select alternate potential winners should the voting appear to have been tampered with or manipulated in any way.

Potential People's Choice Prize winners will be notified by telephone or email at Sponsor's discretion.

**(b) Judging**

**(i) Panel One**

Each Submission will be individually judged by a panel of judges based upon the following weighted criteria: Public Voting (20%); Rubric (80%) ("Panel One Judging"). Up to three (3) Submissions that receive the highest scores in each category [one (1) Elementary/Primary School, one (1) Middle School, and one (1) High/Secondary School] from the Panel One Judging will be determined potential semifinalists, subject to verification of eligibility and compliance with these Official Rules ("Semifinalist"). In the event of a tie, the Submission among the tied Submissions with the highest score in the Rubric will be deemed the potential Semifinalist. Decisions of Sponsor and judges are final and binding in all respects. Potential Semifinalists will be notified by telephone or email at Sponsor's discretion.

**(ii) Panel Two**

Each Semifinalist Submission from the Panel One Judging will be individually judged by a panel of judges based upon the following weighted criteria: Rubric (100%) ("Panel Two Judging"). The Semifinalist Submission that receives the highest score from the Panel Two Judging will be determined the potential Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, the Submission among the tied Submissions from the Panel Two Judging with the highest score from the Panel One Judging in respect of the Rubric criterion will be the potential Grand Prize Winner. Decisions of Sponsor and judges are final and binding. Potential Grand Prize winner will be notified by telephone or email at Sponsor's discretion. Semifinalist Submissions that are not selected as the Grand Prize winner will be deemed the Semifinalist Prize winners.

## 6 Prizes

### (a) Grand Prize

There will be up to one (1) Grand Prize, consisting of \$60,000 USD worth of Follett School Solution products and services (excluding Follett Virtual Campus) for the entrant on whose behalf the authorized representative submitted the winning Submission. Approximate Retail Value ("ARV") of Grand Prize: \$60,000.

### (b) Semifinalist Prize

There will be up to two (2) Semifinalist Prizes, each consisting of \$30,000 USD worth of Follett School Solution products and services (excluding Follett Virtual Campus) for the entrant on whose behalf the authorized representative submitted the winning Submission. ARV of Semifinalist Prize: \$30,000.

### (c) People's Choice Prize:

There will be up to ten (10) People's Choice Prizes, each consisting of \$8,000 USD worth of Follett School Solution products and services (excluding Follett Virtual Campus) for the entrant on whose behalf the authorized representative submitted the winning Submission. ARV of People's Choice Prize: \$8,000.

ARV of all prizes: \$200,000. Each Submission is eligible to win no more than one (1) prize in the Promotion. For example, a Submission that has won the Semifinalist Prize is not eligible to win a People's Choice Prize.

## 7 Conditions of Participation

All prizes must be accepted as described herein, claimed in accordance with these Official Rules, and redeemed no later than February 1, 2020; otherwise, (A) the potential prize winner will forfeit all rights to receive its prize; (B) Sponsor shall be relieved of any and all obligations or liability to such potential prize winner; and (C) Sponsor shall have the right, but not the obligation, to select an alternate potential prize winner from among the remaining Submissions in accordance with the winner selection criteria set out under Section 5. Actual total number of prizes awarded and total prize value may vary. Winners who are located in the U.S.A. will be solely responsible for all state, federal and local income taxes on prizes. Tax liability for prize winners who are located in the U.S.A. will be based on the actual values of their respective prizes, and prize winners who are located in the U.S.A. will each be issued an IRS Form 1099 for the value of the prize. No prize substitutions, cash redemptions or transfers allowed except as provided herein, or at discretion of Sponsor. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable. All potential winners are subject to verification of eligibility and compliance with these Official Rules before any prize will be awarded.

If a potential winner has a policy, practice, restriction or agreement that prevents such potential winner from accepting the prize, the prize will be forfeited in its entirety and awarded to an alternate potential prize winner from among the remaining Submissions on the basis of the judging or voting results.

Authorization of an entry into this Promotion constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within a reasonable period of time after first attempted notification will forfeit its prize. Potential prize winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within a reasonable period of time (ten days) following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for, and winner's consent to, Sponsor and its agencies to use the winner's name and image for advertising and promotional purposes without additional compensation, unless prohibited by law.

**The intellectual property rights to the Submission, if any, will remain with the entrant. As a condition of entry, entrants agree that the Sponsor and its licensees, successors and**

assigns will have the right to use, publish, modify, prepare derivative works of, license to third parties, edit, distribute and/or perform all or a part of the Submission anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without additional notice to the entrant or any third parties and without consideration, review or approval from entrant or such third parties.

By entering this Promotion, each entrant who is a resident of Canada waives all moral rights in and to its Submission in favor of the Sponsor. Entrants who are residents of Australia consent to the doing of, or omitting to do, any act by Sponsor (including its licensees, successors and assigns) that would otherwise infringe an entrant's moral rights.

By submitting an entry via an authorized representative, each entrant represents and warrants that (a) the Submission complies fully with these Official Rules; (b) Sponsor and its representatives, successors and assigns will bear no legal liability in connection with the use of the Submission by Sponsor and its representatives, successors and assigns; and (c) Sponsor and its representatives, successors and assigns shall be held harmless by entrant in the event it is subsequently discovered that the entrant has not fully complied with these Official Rules.

Nothing in these Official Rules excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Official Rules would contravene any statute or cause any part of these Official Rules to be void. ("**Non-Excludable Guarantees**"). Subject to the limitations in the preceding sentence, by participating in the Promotion via its authorized representative, each entrant agrees to release Sponsor and its parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use and/or misuse of any prize. Entrants further acknowledge that the Released Parties, to the extent allowed by law, have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize. An entrant may be prohibited from participating in this Promotion if, in the Sponsor's sole discretion, it reasonably believes that the entrant or an individual acting on behalf of the entrant (with or without the entrant's knowledge or approval) has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, the Sponsor or associated agencies.

## **8 Damages/Governing Law**

As a condition of entering via an authorized representative, entrants agree that: (A) under no circumstances will entrants be permitted to obtain awards for, and each entrant hereby waives, all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (B) the Promotion will be governed by the laws of the State of Illinois, without regard to conflicts of laws principles, and all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action and shall be brought in a court of competent jurisdiction in the State of Illinois applying Illinois law; and (C) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AS SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OR EXCLUSIONS OF LIABILITY LISTED ABOVE. NOTHING IN THESE RULES SEEKS TO LIMIT OR EXCLUDE LIABILITY WHERE NOT PERMISSIBLE UNDER LOCAL LAW. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR PROHIBITIONS REGARDING SUCH LIMITATIONS AND EXCLUSIONS.

**9 Internet**

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof without further obligation or advance notice. Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process.

**CAUTION:** Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.

**10 Severability**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**11 Winners' List**

The names of the winners will be posted on the Promotion Site following verification of all winners, on or about April 26, 2019 available for at least 60 days.

**12 Privacy**

Sponsor may collect personal information from authorised representatives and/or entrants for the purposes of conducting the Promotion and for marketing purposes and may for these purposes disclose entrant's personal information to third parties located outside Australia including in the United States of America .The Sponsor's privacy policy contains information about how individuals may access and correct personal information held about them, make a complaint about a potential breach of privacy and how the Sponsor will deal with such a complaint.

**13 Sponsor**

Follett School Solutions, Inc., 1340 Ridgeview Drive, McHenry, Illinois 60050.