

Teacher Created Materials (TCM) Student Book Idea Contest

Official Contest Rules

No purchase or payment of any kind is necessary to enter or win. A purchase will not increase your chances of winning. These official rules apply to Teacher Created Materials (TCM) Student Book Idea Contest ("Contest"). Contest is administered by TCM. By entering, you are deemed to have read, accepted, and agreed to be bound by these official rules.

1. CONTEST PERIOD: The Contest begins at 12:00 a.m. Pacific Time ("PT") on September, 1 2019, and continues until 11:59 p.m. PT on February 28, 2020 ("Contest Period").

2. ELIGIBILITY: To be eligible you must be at least 21 years of age. Employees, contractors, directors and officers of TCM, their respective affiliates, subsidiaries, distributors, sales representatives, retailers and advertising, promotion and judging agencies and all other service agencies and providers involved with the Contest, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and households of each, whether or not related are not eligible to participate or win. Void where prohibited by law.

By entering this Contest, entrants agree to abide by these Official Rules and the decisions of Teacher Created Materials, which shall be final and binding on all matters relating to this Contest.

3. HOW TO ENTER: To enter, complete the entry form, including the signed waiver release that indicates we may release your name and school on social media or in other marketing materials should you become a finalist or winner of the Contest. Submit one persuasive letter (either written as a shared writing experience by your entire class or by an individual/small group of students) on behalf of your class, sharing the idea of a nonfiction book that TCM should publish. All entries must be submitted via mail and postmarked beginning September 1, 2019 beginning at 12:00 am PT and no later than 11:59 pm PT on February 28, 2020. Entries will be void after February 28, 2020. Eleven finalists will be selected to receive a Classroom Library. One grand-prize winner will be selected and his/her book idea will be published.

Content Restrictions:

- The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Entry must not disparage any person or party affiliated with the Contest;
- The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.
- Only one Entry will be eligible during the Contest. Anyone entering/commenting multiple times will be ineligible to win.
- Contest only valid in continental U.S., Hawaii, and U.S. territories.

TCM reserves the right to terminate or re-run the Contest and withhold the Prize(s) if, in TCM's reasonable opinion, there are insufficient Entries. Entries are deemed to be received based on the post-marked date.

4. WINNER SELECTION AND NOTIFICATION: Winners will be selected from all eligible Entries received at the conclusion of the Contest. The odds of winning depend on the number of eligible Entries received during the Contest.

5. PRIZE: Forty finalists will be selected at the conclusion of the Contest. The finalist Prize consists of one Classroom Library for a grade of the finalist's choosing (PreK–8) and recognition on social media. The value of this prize ranges between \$469.99 and \$769.99. The Prize will be mailed to each finalist within 4–6 weeks of notification of winning. Prize must be accepted as awarded with no substitutions in cash or otherwise. TCM reserves the right to substitute a prize of equal or greater monetary value if a Prize cannot be awarded as described for any reason. Winners will be solely responsible for any and all applicable federal, provincial, territorial, state and local taxes and any other costs, expenses and fees associated with accepting and receiving the Prize. One Grade Prize will be awarded to one of the forty finalists. The Grand Prize consists of TCM publishing a book on the selected finalist's submitted topic as well as recognition on social media.

General Terms

6. LICENSE TO USE: By entering, each entrant grants to TCM an irrevocable, perpetual, royalty-free, transferable worldwide license of unlimited right, title and interest in and to his/her Entry, including, but not limited to, all copyright and trademark rights therein and thereto and all renewals and extensions thereof, in perpetuity, for all purposes, in all media and formats/forms through all methods of transmission including audio, software and Electronic Versions as defined below, whether now known or hereafter discovered or invented, including but not limited to, physical media, broadcast media, hosted media, or cloud delivery..

"Electronic Versions" shall mean versions of all or part of the Product reproduced, recorded, or stored, alone or in combination with other Products(s), in any multimedia Product or electronic book, magnetic tape, floppy disk, USB Drive, CD-I, CD-ROM, laser disk, optical disk, IC card or chip and any other human or machine readable medium, and hereby made available by broadcast, display, performance, transmission or delivery by any means now known or hereafter created, including the Internet, LAN, WAN or by any such analog or digital broadcast signal thereof.

7. ENTRY ERRORS: TCM is not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries or for any incorrect or inaccurate Entry information. TCM is not responsible for any errors whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to, or in connection with, the Contest including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the Prizes, or in any Contest-related materials. TCM reserves the right at its sole discretion, to disqualify any individual and void his or her Entry(ies) who tampers with the entry process.

8. RIGHT TO CANCEL, TERMINATE, MODIFY OR SUSPEND: If for any reason any aspect of this Contest is not capable of running as planned TCM may in its sole discretion cancel, terminate, modify or suspend the Contest, or invalidate any affected Entries. In the event the Contest is cancelled or terminated, TCM reserves the right to conduct a random draw from among all eligible Entries received up the time of such action. In the event of such an occurrence, TCM may post a notice on its website and social media pages.

9. PRIVACY: Please see Sponsor's Privacy Policy located at <https://www.teachercreatedmaterials.com/administrators/privacy-policy/> for details regarding the use of personal information collected in connection with this Contest. By participating, entrants agree to the collection and use of their personal information for the purposes of administering this Contest and awarding the Prize(s) and as stated in TCM's Privacy Policy. Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for TCM and those acting under its authority to use his/her name, photograph, biographical information, Entry, voice and/or likeness for advertising and/or publicity purposes in any and all media now known or hereinafter invented or developed without territorial and without additional compensation, notification or permission, in perpetuity.

10. RELEASE: By entering, and to the extent permitted by applicable laws, entrants agree: (a) to release TCM and any third-party retained by or on behalf of TCM for the purposes of executing and administering the Contest and

each of their respective families, affiliates, subsidiaries, retailers, distributors, sales representatives, distributors, advertising, promotion and judging agencies and all other service agencies and providers involved with this Contest and each of their officers, directors, employees and agents (collectively, "Released Parties") from any and all liability, loss or damage incurred with respect to their participation in the Contest and the awarding, receipt, possession, and/or use or misuse of any Prize; and, (b) that under no circumstances will they be permitted to obtain awards for, and they hereby waive all rights to claim, any punitive, incidental, consequential or other damages including, but not limited to attorneys' fees or other court costs, other than for actual out-of-pocket expenses.

Any waiver of any obligation hereunder by TCM does not constitute a general waiver of any obligation to entrants. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction and will not place TCM under any obligation, and TCM is free to disclose the ideas contained in the Entry, on a non-confidential basis, to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, TCM does not waive any rights to use similar or related ideas previously known to TCM, or developed by its employees or contractors or obtained from other entrants or sources other than you. Released Parties do not guarantee the posting of any Entry and may remove any Entry at any time.

11. GOVERNING LAW: This Contest is governed by, subject to and is to be interpreted, construed and enforced in accordance with the federal, provincial, state, territorial and local laws of the United States without regard to conflict of law principles. Any dispute under these Official Rules shall be subject to the non-exclusive jurisdiction of the courts of the United States.

12. WINNER LIST: For a list of Winners, send a self-addressed stamped envelope to: TCM My Idea My Book Contest, Teacher Created Materials, 5301 Oceanus Drive, Huntington Beach, CA. All requests for Winner Lists must be received on or before December 31, 2020.

13. VOID WHERE PROHIBITED: This contest is void where prohibited by law.