

## **\$400 PRODUCT GIVE AWAY AT ABOS 2020 VIRTUAL CONFERENCE SWEEPSTAKES**

### **OFFICIAL RULES AND CONDITIONS**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATIONS***

#### **THE SWEEPSTAKES**

Cengage Learning, Inc. (together with its affiliates, “**Cengage**” or “**Sponsor**”) is a leading provider of innovative teaching, learning and research solutions for the academic, professional and library markets worldwide. Cengage’s products and services are designed to foster academic excellence and professional development, increase student engagement, improve learning outcomes and deliver authoritative information to people whenever and wherever they need it. Cengage is researching the latest market trends and how its products are performing. The Sweepstakes invites entrants (“**You**” or “**Entrant**”) to complete an entry form at the Virtual Booth at the Association of Bookmobile and Outreach Services (“**ABOS**”) 2020 Virtual Conference event to assist Cengage with such research. An Entrant may also enter the Sweepstakes by submitting a postcard in compliance with the requirements set forth below. **The ABOS is not a sponsor of this sweepstakes.**

#### **ELIGIBILITY**

The \$400 PRODUCT GIVE AWAY AT ABOS 2020 VIRTUAL CONFERENCE SWEEPSTAKES (the “**Sweepstakes**”) is open only to Entrants who are legal residents of the United States and the District of Columbia, except where prohibited by law, and specifically excluding any other territories, possessions and/or dependencies of the United States, who have received an email or online invitation to participate in a Cengage sweepstakes. You must be at least eighteen (18) years old, or the age of majority in your state of residency, if older, at the time of entry. Verification of your age may be required at the time you submit your entry. Employees, directors, officers or agents of Cengage Learning Inc. or their affiliates and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above are prohibited from entering the Sweepstakes. No purchase is necessary to enter the Sweepstakes. The Sweepstakes and eligibility are subject to all applicable federal, state and local laws and may be void where prohibited by law.

#### **ENTRY PERIOD**

The Sweepstakes entry period begins **October 13, 2020 at 9:00 A.M (ET)** and ends on **October 16, 2020, at 5:00 P.M (ET)** (the “**Entry Period**”).

#### **HOW TO ENTER**

One entry per person, per household, per email invitation, during the Entry Period (each, an “**Entry**”, and collectively, “**Entries**”). **YOU ARE ONLY ELIGIBLE TO ENTER THE SWEEPSTAKES DURING THE ENTRY PERIOD, DEFINED ABOVE. IF MORE THAN ONE ENTRY INTO THE DRAWING IS RECEIVED FROM THE SAME PERSON OR FROM THE SAME EMAIL OR POSTAL ADDRESS, SAID PERSON OR EMAIL OR**

**POSTAL ADDRESS MAY BE DISQUALIFIED, IN SPONSOR'S SOLE DISCRETION.**

You may enter the Sweepstakes using the following method(s):

**ONLINE ENTRY:** Sponsor shall invite you to participate and fill out an entry form associated with the Sweepstakes. Follow the link to the online entry form and complete the entry form online. You should complete all questions provided. Entrants must complete all the required fields. Once completed, submit the entry form. You will then be entered into the Sweepstakes. **FAILURE TO COMPLETE THE ENTRY FORM IN ITS ENTIRETY AND/OR SUBMIT THE ENTRY FORM WILL EXCLUDE YOU FROM ENTRY INTO THE SWEEPSTAKES.** The length of time required to complete the entry form will be approximately 5 minutes.

**MAIL-IN ENTRY:** You may enter the Sweepstakes by printing (in the following order) your school affiliation, your full name, street address, city, state, zip code, telephone number, and email address on a standard 4' x 6' postcard and mailing it to: **\$400 PRODUCT GIVE AWAY AT ABOS 2020 VIRTUAL CONFERENCE SWEEPSTAKES, Mail-In Entry, Attn: Sue Flewelling, 10 Water St. Suite 310 Waterville, ME 04901.** Mail-In Entries must be postmarked within the Entry Period and received within 7 days after the end of the Entry Period. Each Mail-In Entry must be mailed separately. Each such postcard will be deemed an Entry.

Sponsor shall notify you by email, telephone, regular mail or overnight mail if you are a potential winner.

You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor. All Entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received or do not otherwise comply with these Official Rules will not be entered into the Sweepstakes.

**DRAWING**

A random drawing shall be conducted after the Entry Period has ended on October 28, 2020 at 12:01 P.M (ET). There will be One (1) winner selected from the eligible Entries (each, a "Winner" and collectively, "Winners"). There will be one drawing. The drawing shall be conducted by the Sponsor whose decisions on all matters pertaining to the Sweepstakes are final and binding on all Entrants without right of appeal. Answers to the entry form shall have no effect on your ability to participate and win.

**PRIZES APPROXIMATE VALUE**

There will be a maximum of One (1) prize awarded: The prize will consist of One Large Print book collection worth up to Four Hundred (\$400.00) USD to be delivered by mail within ten (10) days after Sponsor's receipt of the Required Documents (hereafter defined), and determination that the potential Winner is eligible and in compliance with these Official Rules. Arrangements for delivery of prize shall be made after validation of the Winner. **LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD PER SWEEPSTAKES.**

The total approximate retail value of all prizes available in the Sweepstakes is Four Hundred (\$400.00) USD. The prize is non-transferable and must be accepted AS-IS. No substitution, cash

redemption or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If the advertised prize cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local income taxes on the prizes and all other costs associated with acceptance or use of the prizes are the sole responsibility of the Winner.

Use of gift cards is subject to the terms, conditions, and policies of the issuer.

#### **NOTIFICATION OF THE WINNER(S)**

Each potential Winner will be notified of his or her prize by email and will be required to sign an affidavit of eligibility, a liability and publicity release, and such other documentation as Cengage may require within fifteen (15) business days of notification, including without limitation a W-9 tax form, (the "**Required Documents**"). If a Winner does not return all required documentation within such time period, the potential Winner forfeits any right to the prize. Only one prize per person. Entry in the Sweepstakes constitutes permission to use the Winner's name and likeness for publicity purposes, without further compensation, where permitted.

At the end of the Sweepstakes, visit <https://www.cengage.com/legal/contests> to see the list of Winners. Each winner consents to the disclosure of his or her name and city and state of residence to anyone who requests a list of winners under this section.

Each Winner must claim his or her prize and submit the Required Documents within fifteen (15) business days of notification. If a prize notification is returned undeliverable, (b) the Required Documents are not returned within the allowed time period, or (c) the potential Winner is found to be ineligible or not in compliance with these Official Rules, the potential Winner will forfeit all rights to the prize and shall be disqualified; the prize will then be awarded to an alternate Winner by a random drawing from the remaining eligible Entries at a time chosen in Sponsor's sole discretion; any unclaimed prizes will not be awarded.

The odds of winning a prize are contingent upon the number of Entries meeting the submission requirements.

#### **ADDITIONAL TERMS AND RULES**

By entering or participating in the Sweepstakes, Entrants agree to be bound by these Official Rules. Sponsor assumes no responsibility for electronic, hardware, programming or software malfunctions, or failures, internet or network connections, accessibility or availability, technical failures of any kind, unauthorized human intervention, the incorrect or inaccurate capture of any Entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by you or other Entrants, 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, cable lines, or network connections or 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; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or

use or misuse of any prize. Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete or postage due mail or Entries. Proof of submission is not proof of receipt of an Entry by the Sponsor. Sponsor is not responsible for late, incomplete, incomprehensible, invalid technically incompatible or corrupt, or misdirected Entries, all of which are void. Sponsor is not responsible for damage to Entries that occurs during the process of uploading or storage and makes no warranties as to the integrity, availability or functionality of any systems at the time of Entry or at any time. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process, operation of the Sweepstakes, or acting in violation of the Official Rules in an unsportsmanlike or disruptive manner. If, for any reason, the Sweepstakes is not capable of running, as planned, by reason of infection by virus, worms, tampering, or other unauthorized technical or human intervention, fraud, technical or mechanical failures, or any other causes which, in the sole evaluation of Sponsor, may compromise the administration, security, fairness or integrity of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and select the Winners of the Sweepstakes, from the legitimate Entries received prior to the action taken, or in other such manner as deemed fair and appropriate by Sponsor, as allowed by law.

Entrants, by participating in the Sweepstakes, hereby waive and release, and agree to hold harmless Sponsor, its promotions and advertising agencies, and their respective parents, subsidiaries, affiliates, distributors, advertising and promotions agencies and all of their respective officers, directors, employees, representatives and agents (collectively, “**Released Parties**”), from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability, resulting injury or loss, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Sweepstakes, or their participation in the Sweepstakes, or their participation in any Sweepstakes or prize related activity, or any travel related to the Sweepstakes or any travel for any prize related activity. Each Entrant also further acknowledges that no Released Party has either made, or is in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or the Sweepstakes including but not limited to quality, condition or fitness for a particular purpose.

#### **PERSONAL INFORMATION and PRIVACY STATEMENT**

The personal information collected through the Sweepstakes is subject to Sponsor's privacy statement set forth at <http://www.cengage.com/privacy>.

#### **DISPUTES**

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 New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York. Any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, exclusively in the federal or state courts located in the County of New York, State of New York, and each Entrant

consents to the exercise of personal jurisdiction over him or her by any such courts for purposes of any such action or proceeding. No Entrant will be permitted to obtain awards for, and each 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. Each Entrant further agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees or costs.

If any provision of these Official Rules shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and such illegal, invalid, or unenforceable provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law. Variations in the form of defined terms used in the Sweepstakes are included in the defined terms. Unless the context otherwise requires, the term “or” is used in its exclusive sense (“and/or”).

The terms of these Official Rules shall be binding on each Entrant, his/her legal representative, heirs, beneficiaries, executors, successors and/or assigns.

**SPONSOR AND ADMINISTRATOR**

*Cengage Learning, Inc.*

*Sue Flewelling, Senior Sales Manager – Thorndike Press*

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