# Follett Content Solutions, LLC Shannon Miller's Books for Learning All Year Long 2025 Giveaway Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

PLEASE READ THESE OFFICIAL RULES, WHICH ARE A CONTRACT, CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS BELOW.

The Shannon Miller's Books for Learning All Year Long 2025 Giveaway ("Giveaway") is sponsored by Follett Content Solutions, LLC (1340 Ridgeview Drive, McHenry, Illinois 60050) and Capstone ("Sponsor") and starts at 12:01 am Central Time ("CT") on April 1, 2025 and ends at 11:59 p.m. CT on April 30, 2025 ("Giveaway Period").

**HOW TO ENTER:** During the Giveaway Period, eligible participants (see below for eligibility) can enter as follows:

Complete the Giveaway entry form on the <u>Giveaway landing page</u>. Limit one (1) Giveaway entry per person, however, there is no limit on the number of educators who may enter per institution. Any attempt by any participant to submit more than one entry by using multiple or different e-mail addresses, identities, registrations, and logins, or any other method will void that participant's entries and may result in disqualifying the participant from this Giveaway.

The collection of entry registration information by Follett Content is subject to its Terms of Use found at <a href="https://www.follettcontent.com/policy/terms-of-use">https://www.follettcontent.com/policy/terms-of-use</a>. By participating in the Giveaway, entrants agree that Follett Content shall have the right to use all personal information provided to Follett Content in accordance with its Privacy Policy found at <a href="https://www.follettcontent.com/policy/privacy-policy">https://www.follettcontent.com/policy/privacy-policy</a>.

Your Entry must comply with all of the Submission Requirements set forth below and these Official Rules, or it will be disqualified. Sponsor reserves the right to refrain from actually using any Entry submitted.

Entries must be submitted, received and viewable by Sponsor during the Giveaway Period to be eligible. Entries that are not timely received by Sponsor in accordance with the procedures described in these Official Rules will not be entered into the Giveaway. Other proof of submitting or attempting to submit an entry (such as, without limitation, a screenshot of your purported entry) does not constitute proof of actual receipt of the entry for purposes of this Giveaway. Receipt of entries will not be acknowledged. Facsimiles, mechanical reproductions, alterations, garbled, illegitimate, incomprehensible, incomplete, unintelligible, misdirected, lost, late, mutilated, fraudulent or forged entries, or entries generated by a macro, bot, or other automated means (all as determined by Sponsor in its sole discretion) will not be accepted and are void.

Entries received outside the Giveaway Period, that contain content or language that is obscene or offensive, that violates any third party's or Sponsor's rights, that communicate messages inconsistent with the positive reputation and image with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion), or that otherwise do not comply with these Official Rules, will be void.

As a condition of entering the Giveaway, each entrant gives consent for Sponsor and its representative to obtain and deliver the entrant's name, address, and other information to third parties for the purpose of administering the Giveaway and complying with applicable laws, regulations, and rules. By participating in the Giveaway, each entrant unconditionally accepts and agrees to provide all required information and to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules, which will be final and binding in all respects. ANY ENTRY THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR'S SOLE DISCRETION, BE DEEMED INELIGIBLE.

#### **ELIGIBILITY**:

This Giveaway is open only to licensed educators of grades preK-12 on behalf of educational institutions physically located in any one (1) of the fifty (50) United States, or the District of Columbia) (the "**Territory**"). No individual wins a prize in this Giveaway. All prizes won will be awarded to the applicable preK-12 educational institution, subject to compliance with these Official Rules and any policies of such preK-12 educational institution.

**SUBMISSION REQUIREMENTS:** In order to participate in the Giveaway, please visit <a href="https://www.follettcontent.com/k12-resources/education/giveaways/2025/capstone-publisher/spring-books">https://www.follettcontent.com/k12-resources/education/giveaways/2025/capstone-publisher/spring-books</a> and complete the form by entering your first and last name, email, job title, school or district, country, state, and postal code. Then submit your entry by clicking submit. Your Entry must meet all of the requirements in this paragraph and these Official Rules (as determined by Sponsor in its sole discretion) or you and the associated entry may be disqualified:

Sponsor reserves the right in its sole discretion to disqualify from the Giveaway and/or cease or refrain from displaying or publishing any entrant whose purported Entry, in Sponsor's sole discretion, refers, depicts, or in any way reflects negatively upon Sponsor, the Giveaway, or any other person or entity or does not comply with these Submission Requirements or any other requirement of these Official Rules. Sponsor reserves the right to pull down any Entry at any time.

## WINNER SELECTION/NOTIFICATION:

The winners of the prizes detailed in the "Prize, Odds, & Approximate Retail Value" section below will be selected in a random drawing from among all eligible entries received, subject to verification. Within approximately ten (10) business days after selection of the potential winners, Sponsor or their designee will attempt to notify the potential winning institution and the winning entrant from that institution that the entrant may have won the prize by email or using other contact information available to Sponsor in Sponsor's sole discretion. If any prize, prize notification, or Giveaway-related communication is rejected, faulty, or undeliverable; if the potential winner does not respond according to the notification's or Sponsor's instructions; or if the winner or potential winner fails to comply with these Official Rules, the prize may, in Sponsor's sole discretion, be forfeited and an alternate winner may be selected (time permitting) based on the original method of winner selection or other method that is fair in Sponsor's sole discretion. Sponsor is not obligated to pursue more than three (3) alternate winners for any prize for any reason, in which case such prize may go unawarded. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential winner, if

any. If the prize is legitimately claimed, it will be awarded. Upon prize forfeiture or inability to use the prize or portion thereof, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim the prize, winner must follow the directions in his or her notification. As a condition of being awarded any prize, the winner may be required, in Sponsor's sole discretion, to complete, sign and return winner documents, without alteration and in the form presented by Sponsor, including without limitation, an affidavit of eligibility and liability/publicity release, intellectual property assignment documents and tax forms (as applicable) (collectively, the "Winner Documents") according to Sponsor's instructions within ten (10) days from when Sponsor sends the Winner Documents or other time frame as specified by Sponsor or their representative. Sponsor will prepare an article about the winner and the winner will have an opportunity to review and/or approve the article prior to publication. Failure to comply with these requirements or other Sponsor instructions may, in Sponsor's sole discretion, result in disqualification from the Giveaway and forfeiture of any prize potentially won. Decisions of the Sponsor are final and binding on all matters relating to the Giveaway, including interpretation of these Official Rules, determining the winner, and awarding of the prize.

## PRIZE, ODDS & APPROXIMATE RETAIL VALUE ("ARV"):

There will be a total of six (6) winners drawn at random once the Giveaway closes.

Aggregate ARV of all prizes is \$2,248.80.

African Elephant vs. Woolly Mammoth (Beastly Battles) by Charles Hofer

Bring Your Pet to School Day (Jade's Pet Dinosaur) by Natasha Deen

Caitlin Clark: Basketball Phenom (Sports Illustrated Kids: Stars Of Sports) by Matt Chandler

Cheers-a-Lotl Blows Up (Axolotls!) by C. W. Estes

Hugs-a-Lotl Can't Show the Love (Axolotls!) by C. W. Estes

I Am on Indigenous Land by Katrina M. Phillips

Juneteenth with Yasmin (Holidays and Celebrations with Yasmin) by Saadia Faruqi

Make 10 Marvelous Machines with STEM (10 Ways to Build with STEM!) by Chelsey Luciow

My Gray Whale Migration Journey (My Animal Migration Story) by Jamee-Marie Edwards

Snacks-a-Lotl Gets the Hungries (Axolotls!) by C. W. Estes

Sonia's Digital World (ISTE Young Innovators) by Shannon Miller

Sumaya Solves the Droopy Gift Problem (Sumaya Solves It) by Aisha Ahmed

The Glam World Tour by Rachel Werner

The Lip-Sync Scandal (Cyber Sleuths) by Natasha Deen

Thinks-a-Lotl Says Cheese (Axolotls!) by C. W. Estes

This Journal Belongs to Little Red: A Little Red Riding Hood Fractured Fairy Tale (Fairy Tale Journals) by Monica Clark-Robinson

Travis Kelce: Superstar Tight End (Sports Illustrated Kids: Stars Of Sports) by Ryan G. Van Cleave

Treats Across Cultures: Recipes from Around the World (Cooking Across Cultures) by Chelsey Luciow

Up, Up High: The Secret Poetry of Earth's Atmosphere by Lydia Lukidis

Write Here, Write Now by Rebecca Gardyn Levington

## Odds of winning the prize depend on the number of eligible entries received.

All prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (national/federal, state/provincial/territorial, and local), as well as any expenses not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of winner. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize, or any prize that is undeliverable or does not reach a winner because of incorrect or changed contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not

responsible for any inability of the winner to accept or use the prize (or portion thereof) for any reason. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prize will be awarded. Participants waive the right to assert as a cost of winning the prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim the prize.

### **SUBMISSIONS:**

You agree that the winning Entries R will be owned by Sponsor for its use in accordance with these Official Rules. Accordingly, you acknowledge and agree that Sponsor will have the right to edit and/or publish any winning Entry for any purpose, including without limitation promotional and advertising purposes, without compensation to you of any kind. Sponsor is not responsible for any similarities between the winning Entries and all other Entries. You expressly release Sponsor and its successors and assigns, and their respective shareholders, directors, officers, members, managers, partners, employees, licensees, agents and representatives ("Released Parties"), from all claims which you have or may hereafter acquire in connection with the Entry, including without limitation any such claims for copyright infringement, invasion of privacy or rights of publicity, defamation or any other cause of action arising out of the production, editing, promotion, distribution, broadcast or exhibition of the Entry. You hereby grant to Sponsor a perpetual, irrevocable, royalty-free and worldwide license to use, reproduce, modify, publish, edit, translate, distribute, perform, display and create derivative works of such Entry in any media or medium, and in any form, format or forum now known or hereafter developed. Sponsor shall have the right to sublicense such rights through multiple tiers of sublicenses.

### LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTEDBY LAW, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, USE, MISUSE, OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM THE PRIZE- OR GIVEAWAY-RELATED ACTIVITY. WINNER AGREES THAT THE PRIZE WON IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### **ADDITIONAL DISCLAIMERS:**

Released Parties are not responsible and/or liable for any of the following: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or Giveaway-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable, satellite, or other systems; errors, typos, or misprints in these Official Rules, in any Giveaway-related advertisements or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not

responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind, or insufficient space in a person's email or other account to receive messages from Sponsor. Released Parties are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Giveaway activities or Released Parties' operations or activities are affected, as determined by Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasigovernmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

## **GENERAL RULES:**

By entering the Giveaway (except for Tennessee residents), each entrant grants the Released Parties the irrevocable, sub-licensable, absolute right and permission to use, publish, post or display its Entry, name, trademarks and other institution indicia for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world- wide, without any limitation of time, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Giveaway, including interpretation of these Official Rules, eligibility of purported entries, determination of the winner, and awarding of the prize. Participants further agree to not damage or cause interruption of the Giveaway and/or prevent others from using the Giveaway. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this Giveaway. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision or right. No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Giveaway-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Giveaway or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their collective terms as if the invalid or illegal provision were not contained herein. If the Giveaway is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor.

If any entrant supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain the prize, Sponsor may disqualify that entrant and seek damages from it and that entrant may be prosecuted to the full extent of the law. Potential winner may be required to provide Sponsor with proof of eligibility and/or association with the potentially winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

### **DISPUTES/GOVERNING LAW:**

Each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Released Party, claims and causes of action arising out of or connected with this Giveaway, or the prize awarded, or the determination of a winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (if any), not to exceed ten dollars (\$10), and entrant further waives all rights to have damages multiplied or increased.

THIS GIVEAWAY, THESE OFFICIAL RULES, AND ANY DISPUTE ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) WILL BE GOVERNED, CONSTRUED, AND INTERPRETED UNDER THE INTERNAL LAWS OF ILLINOIS, U.S.A., WITHOUT REFERENCE OR GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES OR RULES THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S OR JURISDICTION'S LAWS. ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS RELATED TO THIS GIVEAWAY (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS AND EACH ENTRANT IRREVOCABLY ACCEPTS, SUBMITS, AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS GIVEAWAY. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

## WINNER'S LIST/OFFICIAL RULES:

The name of the winner(s) may be obtained approximately four (4) weeks after the end of the Giveaway Period and a copy of these Official Rules may be obtained during the Giveaway Period by sending your request (indicate "winner list" or "official rules" on your request) with a self-addressed stamped envelope to: "Shannon Miller's Books for Learning All Year Long 2025 Giveaway", 1340 Ridgeview Drive, McHenry, Illinois 60050, Attn: Marketing Department. Vermont residents may omit a stamp on the return envelope for Official Rules requests. Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled. Requests for Official Rules must be received during the Giveaway Period; requests for the winner list must be received no later than three (3) months after the end of the Giveaway Period.