

U.S.A. Gold® Pencils Student Poetry Contest



OFFICIAL RULES

NO PURCHASE NECESSARY. Void where prohibited.

- 1. ELIGIBILITY:** The U.S.A. Gold® Pencils Student Poetry Contest (the “Contest”) is open to students in grades 1–6 who are enrolled in public schools, accredited private schools, or home schools in compliance with the laws of the students’ primary state of residence (“Schools”) and who are legal residents of the 50 United States or the District of Columbia (hereinafter referred to as “Student” or “Students”). Teachers of any grade from 1 to 6, who are age 18 or older, who currently teach in public schools, accredited private schools, or home schools in compliance with the laws of their primary state of residence, and who are legal residents of the 50 United States or the District of Columbia (“Submitting Teachers”) must submit entries on behalf of their Students.

The Contest is subject to all applicable federal, state, and local laws. The Contest is void where prohibited by law. Employees of Scholastic Inc. (the “Sponsor”) and MEGA Brands America, Inc., their respective parent companies, affiliates, subsidiaries, dealers, and dealer personnel, advertising and promotion agencies (collectively referred to as “Sponsor’s Related Entities”), and their immediate families (spouse, parent, child, sibling, and their respective spouses and those living in the same household of each employee, whether or not related), and all others associated with the development and execution of this Contest and their immediate families (spouse, parent, child, sibling, and their respective spouses and those living in the same household of each employee, whether or not related) are not eligible to participate in the Contest.

- 2. TO ENTER:** To enter the Contest, each entrant must write an original poem using the poem form template for his or her grade group that addresses the Contest question: “What makes the USA special to you?” Entries must be handwritten on the grade-appropriate 8.5 x 11-inch poem form template and can be up to 250 words. All entries must include a completed entry form stapled to them that includes the Student’s name and grade; the Student’s parent or guardian’s name, phone number, and email address; the Student’s school’s name, address, city, state, and zip code; and the Submitting Teacher’s name, email address, phone number, and signature. Contest poem form templates and entry forms can be found online at scholastic.com/usagold/contest.

Mail completed entries to: U.S.A. Gold® Pencils Student Poetry Contest, Scholastic Inc., 557 Broadway, Attn.: C. Caulfield, Office 512, New York, NY 10012. Entries will only be accepted via mail and must be postmarked by April 29, 2016, and received by May 13, 2016. Scholastic and MEGA Brands America, Inc. are not responsible for lost, late, damaged, misdirected, or postage-due entries or mail, or typographical or other errors in the printing of this offer. Only individual entries will be accepted. No digital submissions will be accepted.

It is essential for the proper and legitimate operation of this Contest that each entry must be the Student’s own original work and cannot contain previously published and/or copyrighted material. If Sponsor or Sponsor’s Related Entities discover at any time, during or after the Contest, that an entry contained previously published and/or copyrighted material, the Student and Submitting Teacher may be immediately disqualified and may be obligated to immediately return any and all prizes which may have been awarded to them in connection with their entry.

- 3. ENTRY:** By submitting an entry, each entrant agrees that Scholastic and MEGA Brands America, Inc. shall own the entry submitted (including all rights embodied therein in winning entries) and any derivative works made therefrom and that it and its designees may exploit, edit, publish, use, adapt, modify, or dispose of any entry and elements embodied therein online, in print, film, television, or in any other media now or hereafter known for advertising, promotional, or other purposes throughout the world, in perpetuity, without additional compensation or notification to, or permission of, the entrant, except as prohibited by law. Entries and entrant’s personally identifiable information submitted in connection with his or her entry shall be subject to Scholastic and MEGA Brands America, Inc.’s privacy policies found at scholastic.com/privacy.htm and megabrand.com/privacy-policy.
- 4. SELECTION OF WINNERS:** Entries will be sorted into three grade groups for judging and the selection of winners: grades 1–2, grades 3–4, and grades 5–6.

Judging Criteria: Entries will be judged on the following criteria:

1. Originality and creativity (How well does the entry demonstrate creativity and originality? How well does the entry address the Contest’s theme? Is the poem unique and creative?) (50 points)
2. Quality of entry (Is the idea communicated clearly? Is the poem well organized?) (35 points)
3. Grammar and spelling (Does the entry reflect proper grammar and spelling?) (15 points)

Entries submitted will be judged by Scholastic and MEGA Brands America, Inc. Winners will be notified on or about June 1, 2016. The entries, including, but not limited to, all rights in winning entries, will become the property of Scholastic and MEGA Brands America, Inc. and will not be returned. Each Winner agrees to be bound by the Official Rules, and acknowledges that the decisions of the judges are final in all matters relating to the Contest. Each Winner and his or her parent or legal guardian and the Submitting Teacher may be required to sign, notarize, and return within seven (7) days of notification: (1) an affidavit of eligibility or compliance with the rules and a statement of originality and verification of address; (2) a publicity release permitting Scholastic and MEGA Brands America, Inc., and each of the respective designees to (i) use each Winner’s and Submitting Teacher’s names, addresses, likenesses, and biographical information and/or Winner’s entry; (ii) reprint each Winner’s submission, in whole or in part, in any and all media in the future; and (3) a release of liability. If the above are not executed and received by Scholastic within seven (7) days of the date of receipt, the prize may be awarded to an alternate winner from among all remaining eligible entries. Each entrant and Submitting Teacher acknowledges and agrees that Scholastic and MEGA Brands America, Inc. shall have the right (subject to applicable law) to analyze and use his or her name, address, entry, and biographical information (the “Information”) for any and all purposes, including, without limitation, sending advertising and promotional materials to each entrant, and for any other advertising, marketing, and promotional purposes except where prohibited by law.

The Submitting Teacher represents and warrants that he or she can grant the rights and agrees to the restrictions set forth herein, including, but not limited to, the Student’s entry.

5. PRIZES:

GRAND PRIZE STUDENT WINNERS: One (1) Grand Prize will be awarded for each of the three grade groups (grades 1–2, grades 3–4, and grades 5–6) for a total of three (3) Grand Prize Student Winners. Each Grand Prize Student Winner (the “Grand Prize Student Winner,” collectively “Grand Prize Student Winners”) will each receive \$500.00, plus \$50 worth of U.S.A. Gold® pencils. The Approximate Retail Value (“ARV”) is five hundred and fifty dollars (\$550.00) each.

TEACHER WINNERS: The teacher of each Grand Prize Student Winner (the “Teacher Winner”) will receive a one hundred fifty dollar (\$150.00) AMEX* gift card, plus \$100 worth of products, including U.S.A. Gold® pencils, an electric pencil sharpener, and erasers (Total ARV: \$250.00 each). For the purposes of the Contest, the Teacher Winner is defined as the teacher listed on the Student entry form.

STUDENT AND TEACHER RUNNERS-UP: Six (6) Runner-up student prizes will be awarded (two winners from each grade group). Each of the six (6) Runner-up student winners (the “Runner-Up Student Winners”) will receive two hundred fifty dollars (\$250.00), plus \$25 worth of U.S.A. Gold® pencils (ARV: \$275.00 each). The six (6) teachers of the Runner-Up Student Winners (the “Runner-Up Teacher Winners”) will each receive a one hundred dollar (\$100.00) AMEX gift card, plus \$50 worth of products, including U.S.A. Gold® pencils, an electric pencil sharpener, and erasers (Total ARV: \$150.00 each). For the purposes of the Contest, the Runner-Up Teacher Winners are defined as the teachers listed on the Runner-Up Student Winner entry forms.

The Grand Prize Student Winners, the Runner-Up Student Winners, the Teacher Winners, and the Runner-Up Teacher Winners are collectively defined as the “Winners.” Prizes are nontransferable and non-assignable, and no cash alternative will be offered, except by Scholastic and MEGA Brands America, Inc. in the event of unavailability, in which case a prize of equal or greater value will be awarded. If any prize or prize notification is returned as undeliverable, the potential winner chooses to decline a prize for any reason, or the potential winner fails to comply with these Official Rules and all the requirements set forth herein, the prize may be forfeited. Taxes on prizes, if any, are the sole responsibility of the Winners, respectively. If a Grand Prize Student Winner or a Runner-Up Student Winner declines or otherwise forfeits his or her prize, the respective Teacher or Runner-Up Teacher Winner agrees to forfeit his or her prize.

Total combined ARV of all prizes and awards in the Contest: \$4,950.00.

6. GENERAL:

By entering and/or accepting a prize, an entrant and/or Winner and Submitting Teacher agrees to release and hold harmless Scholastic Inc. and MEGA Brands America, Inc., their respective parents, affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, and all others associated with the development and execution of this Contest, and the respective officers, directors, shareholders, agents, and employees of the foregoing (collectively, the “Released Parties”) from any and all claims, demands, injuries, damages, or losses to the person or property and/or liabilities of any nature that in any way arise from participation in this Contest or acceptance or use of the prize.

The Released Parties are not responsible for interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; for lack of availability or accessibility, or miscommunications due to failed computer, satellite, telephone, or cable transmissions or lines; for technical failure or jumbled, scrambled, delayed, or misdirected transmissions; for computer hardware or software malfunctions, failures, or difficulties; or for any other computer, network, technical, typographical, human, or other error, problem, or malfunction related to or in connection with the Contest, including, without limitation, errors, problems, or malfunctions that may occur in connection with the administration of the Contest, the announcement of the prizes, the processing or judging of entries, or any Contest-related materials. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest and assume no responsibility for any injury or damage to participants’ or to any other persons’ computers (whether hardware or software) relating to or resulting from downloading materials or software in connection with this Contest.

If for any reason (including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Scholastic, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest) the Contest is not capable of being conducted as described in these rules, Scholastic shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest.

7. WINNERS’ LIST:

For the names of the Winners, send a self-addressed, stamped envelope after June 15, 2016, and before October 30, 2016, to U.S.A. Gold® Pencils Student Poetry Contest Winners’ List, Scholastic Inc., 557 Broadway, Office 512, New York, NY 10012.

8. CONTEST SPONSOR:

Scholastic Inc., 557 Broadway, New York, NY 10012.

MEGA Brands America, Inc. is not a Sponsor or Administrator of this Contest.

*American Express is in no way involved with this Contest.