

## THE ICKABOG ILLUSTRATION COMPETITION Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

The [Jay Moore] Illustration Competition (the “Contest”) may only be entered in or from the 50 United States, the District of Columbia and Canada (excluding Quebec) and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States and the State of New York.

**1. How to Enter.** Beginning on May 26, 2020 and continuing throughout each weekday until July 10, 2020 (each a “Contest Day”), J.K. Rowling (“Author”) will release one or more chapters of a new book entitled *The Ickabog* (individually, a “Contest Day Release”, collectively the “Book”). Together with each Contest Day Release, Author will announce a theme that corresponds to the Contest Day Release (each a “Contest Day Theme”). To enter the Contest, go to [www.scholastic.com/illustrationcompetition](http://www.scholastic.com/illustrationcompetition) (“Site”), read the Official Rules, and have your child (must be between the ages of 7 – 12 at the time of entry) create an illustration that reflects one of the Contest Day Themes (each an “Illustration”) on a single sheet of standard letter sized 8 ½ x 11 unlined paper in portrait/vertical orientation. All Illustrations must comply with the Guidelines set forth on the Site and the Guidelines and Restrictions defined in Section 4 below. Complete the online entry form (including your name, email address, mailing address, phone number, and your child’s first name and age as of the date of entry), and follow the instructions on the Site to upload your child’s Illustration, identify the Contest Day Theme for which you are submitting the Illustration and click the “submit” button. **BE SURE TO KEEP YOUR CHILD’S ORIGINAL ILLUSTRATION, AS SCHOLASTIC INC. (“SPONSOR”) WILL REQUIRE THE ORIGINAL ART IN THE EVENT YOU ARE A WINNER.** All entry information and Illustrations shall be collectively referred to herein as the “Submissions” or each as a “Submission.” **All Illustrations must be hand drawn by a child who is between the ages of seven (7) and twelve (12) at time of entry and must be submitted by that child’s parent or guardian, who will be the “entrant” in this Contest.**

**Limit one (1) Submission per entrant for each of their children/per Contest Day Theme** for a maximum number of thirty four (34) Submissions per entrant per child throughout the Contest Period. **ENTRANTS ARE NOT PERMITTED TO SUBMIT MORE THAN ONE (1) SUBMISSION PER CHILD PER CONTEST DAY THEME, AND MORE THAN ONE PARENT OR GUARDIAN CANNOT ENTER A SUBMISSION FOR THE SAME CHILD FOR THE SAME CONTEST DAY THEME.** In addition, entrants are not permitted to submit the same Submission more than once throughout the entire Contest Period. **Duplicate Submissions by the same entrant or in response to the same Contest Day Theme will be disqualified. Submissions must comply with the Guidelines and Restrictions defined below in Section 4.** Sponsor reserves the right to cancel or modify this Contest, or to assign illustrators for the Book besides entrants to the Contest, in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of all aspects of the Submission, apart from Sponsor's and Author's intellectual property, which includes any copyrights, trademarks, names, logos, designs, artwork, characters and/or other copyrightable elements owned by Sponsor or Author (as applicable) (collectively, "Sponsor IP"), which may only be used pursuant to the limited license described more fully herein; (b) the Illustration in the Submission is entrant's child's own original creation and has been executed solely by entrant's child by hand; (c) entrant is the parent or legal guardian of the child whose Illustration is being submitted by entrant and entrant has the right and authority to submit the Illustration created by their child in this Contest; (d) the Illustration will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right; (d) the Illustration complies with the Guidelines and Restrictions (defined below in Section 4); and (e) the Illustration has not been submitted previously in a promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.

**Without limiting the Guidelines and Restrictions (defined below in Section 4), Sponsor reserves the right to determine, in its sole discretion, that a Submission requires the release of third parties based on the content of the Submission. In such event, entrant shall be required to submit such release(s) signed by the third party(ies) upon request and each such release shall give entrant, Author and Sponsor the right to use such third party's image and/or material, as applicable, for purposes of this Contest in accordance with these Official Rules, including the grant of rights set forth herein. Sponsor reserves the right to request any such third party releases at any time. Failure to produce any such releases requested by Sponsor may result in disqualification of the Submission, in Sponsor's sole and absolute discretion.**

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All Submissions become the sole and exclusive property of the Sponsor and receipt of Submissions will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Start/End Dates. Contest entry period begins at 10:00 AM Eastern Time ("ET") on May 26, 2020 and ends at 11:59 PM ET on July 17, 2020 ("Contest Period").** The final Contest Day Release will occur on Friday, July 10, 2020.

**3. Eligibility. Participation open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding Quebec), who are at least 18 years of age and the age of majority in their state or province of residence as of date of entry.** Void outside of the foregoing territory, and where prohibited or restricted by law. Employees, officers and directors of Sponsor, and its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

**4. Submission Guidelines and Content Restrictions:** By entering, each entrant agrees that their Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines:**

- **The Illustration must be hand drawn or hand painted by the entrant’s child who is between seven (7) and twelve (12) years of age at time of entry. Illustrations created digitally will not be accepted.**
- **The Submission must be submitted by that child’s parent or legal guardian.**
- **The Illustration must be on a single sheet of standard letter sized 8 ½ x 11 unlined paper in portrait/vertical orientation.**
- **The Submission must be entered online through the Site in accordance with the instructions on the Site. Entries by mail will not be accepted.**

**Content Restrictions:**

- **The Submission must be the child’s original creation and not contain any previously published or third party material, including but not limited to any third party’s image, text, illustrations, trademarks, and/or logos.**
- **The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;**
- **The Submission must not disparage Sponsor, Author, and/or any other person or party;**
- **The Submission must not contain material that is inappropriate, indecent, obscene, hateful, defamatory or otherwise objectionable, as determined in Sponsor’s sole discretion; and**
- **The Submission must not contain material that violates the laws or regulations of the United States. or of any jurisdiction where the Submission is created;**

**5. License.** By entering a Submission, entrant grants Sponsor and Author, including their respective designees, a royalty-free, sub-licensable, irrevocable, perpetual, non-exclusive license to use, share, distribute, tweet, retweet, post, repost, reproduce, publish, and display the Submission, in whole or in part, on a worldwide basis, and to incorporate the Submission into other works, in any form, media or technology now known or later developed, including, but not limited to, on any and all Internet media, including web sites and social media sites of Sponsor, Author and their respective designees, for any legal purpose related to the Contest, including advertising, promotion and marketing in connection with the Contest. Entrant further understands and agrees that, if Sponsor or Author distributes their Illustration in accordance with this Section 5, or if Author or any other party “likes” (including similar action on any social media platform) their Illustration that was posted online, it does not affect entrant’s chances of winning or mean that entrant’s Submission has been selected as a winner in this Contest or that

entrant is entitled to any prize. Without limiting the foregoing, entrants acknowledge and agree that the general public will be encouraged to post their children's Illustrations on social media with the hashtag #THEICKABOG (the "Hashtag") and that the Illustration may be posted in an online gallery of Illustrations and that Sponsor's, Author's or any other party's liking, sharing, reposting, retweeting or similar action of an Illustration does not affect entrant's chances of winning or mean that entrant's Submission has been selected as a winner in this Contest or that entrant is entitled to any prize. Posting your child's Illustration online, with or without the Hashtag does not constitute an entry to this Contest. The only way to enter the Contest is by submitting a Submission through the Site as described in these Official Rules and on the Site.

**6. Use of Book Content.** Sponsor and/or Author (as applicable) grant entrants a limited, revocable, non-sub-licensable, license to use the story, characters and text of the Book (collectively, "Book Content") for the sole purpose of their child creating the Illustration and entrant submitting the Submission for review and assessment in this Contest. In addition, entrants recognize that all right, title, and interest in Book Content and Sponsor IP shall remain the exclusive property of Sponsor or Author (as applicable), and entrant agrees that they have not and will not take any action that might harm or adversely affect such rights. Each entrant further acknowledges and agrees that Sponsor's and Author's rights in the Book Content and Sponsor IP, as applicable, are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Author and Sponsor's rights in Book Content and Sponsor IP in any forum.

**7. Independently Developed Material.** By entering, entrants recognize that other persons may have submitted Submissions, or otherwise submitted material to Sponsor and/or Author, or made public, or may hereafter originate and submit or make public, similar or identical material to their Submission, and Sponsor and/or Author shall have the right to use, and entrants understand that they will not be entitled to any compensation because of Sponsor's use of, such other similar or identical material.

**8. Judging Panel/Judging Criteria.** By around July 31, 2020, all eligible Submissions will be judged by Sponsor. All Submissions will be judged based on the following equally-weighted judging criteria ("Judging Criteria"): (a) imagination; (b) creativity; and (c) interpretation of the related Contest Day Theme. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor and judges, which will be final and binding in all matters relating to the Contest.

**9. Prizes.** Thirty four (34) winners will have their child's Illustration featured in the print and eBook versions of the Book to be published by Sponsor on or about November 2020. Each winner also will receive a signed copy of the Book, and Sponsor will donate Six Hundred and Fifty Dollars US (\$650 US) worth of books to the school or library of the winner's choice. Approximate retail value of each prize: \$674.99 (U.S.). Total approximate retail value of all prizes combined: \$22,949.66 (U.S.). Prizes are non-transferable. No substitutions or cash redemptions, except in the case of unavailability of any prize, in which event Sponsor reserves the right to substitute a prize of equal or greater value. Any and all federal, state, provincial and local taxes are the sole responsibility of the winners. All unspecified expenses are the responsibility of winner(s).

**As a condition of winning the prize, potential winner must agree that Sponsor and/or Author (as applicable) will own potential winner's child's Illustration and all rights in the Illustration and potential winner and their child must agree to sign any agreements requested by Sponsor, including any rights transfer and assignment agreement requested by Sponsor (collectively "Publisher Agreements"), in order to transfer and assign any and all rights in their Illustration to Sponsor and/or Author (as applicable). For sake of clarity, the winning Illustrations will be owned by the Sponsor or Author (as applicable), who will have the right to use, edit, adapt, modify, reformat, rearrange, combine with other materials, post, copy, distribute and exploit such Illustrations and all elements embodied therein, in any and all media now known or hereafter devised worldwide, in perpetuity, for advertising, promotional, marketing, trade and other purposes, without further compensation, notification or permission. Notwithstanding the foregoing, Released Entities (defined below) shall not be liable or responsible in the event any winning Illustration is not used for any reason.**

By accepting the prize, each winner grants to Sponsor the right to use their and their child's name, likeness, biographical information, and entry, as well as any statements made by each winner and their child regarding the Contest, Sponsor and/or Author for purposes of advertising and promotion without further notice or compensation, except where prohibited by law. One or more winners may also be required to attend and participate in media and/or public relations events (the "Media Events") designated by Sponsor and/or requested by various media outlets. Upon Sponsor's request, and subject to winner's availability, each winner agrees to participate in such Media Events without any further compensation. Sponsor shall have the right, in its sole discretion, to choose the winners it wishes to participate in such Media Events. By accepting the prize, all winners, whether or not chosen to participate in such Media Events, agree to release Author and Sponsor, and its affiliates, subsidiaries, distributors and agencies, and hold each of them harmless, from any claims relating to their selection, non-selection, participation or non-participation in any Media Events.

**10. Notification.** Potential winners will be notified by email and/or phone on or about August 3, 2020 and **will be required to sign and return, an Affidavit of Eligibility, Liability/Publicity Release and any Publisher Agreements (on behalf of themselves and their child) within three (3) calendar days of prize notification. If any potential winner cannot be contacted within three (3) calendar days of first notification attempt or fails to return any required documentation within three (3) calendar days of notification, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to an alternate winner.** Upon prize forfeiture, no compensation will be given. Winners and their children acknowledge and agree that the fact they won will be confidential and they shall not tell anyone that they have won and shall keep the fact they've won strictly confidential unless and until Sponsor publicly announces the Contest winners.

**11.** By participating, entrants and winners agree to release and hold harmless Sponsor, Author and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, and their respective advertising and promotion agencies (collectively, "Released Entities"), from any and all liability, for loss, harm,

damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics, acts of terrorism or any other reason beyond the reasonable control of Sponsor and/or Author. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND/OR USE OF THE SITE AND/OR AS A RESULT OF DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. Additional Terms.** Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site, or attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. In the event of a dispute as to any Submission, the authorized account holder of the email address used to enter will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses

for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

**13. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, County of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the County of New York in the State of New York. The parties hereby waive any defense of lack of personal jurisdiction or inconvenient forum.

**15. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy located at <https://www.scholastic.com/privacy.htm>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information in accordance with its privacy policy and acknowledge that they have read and accepted Sponsor's privacy policy.

**16. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by September 30, 2020 to: **THE ICKABOG ILLUSTRATION COMPETITION Winners List**, Scholastic Inc., 557 Broadway, New York, NY 10012.

**17. Sponsor.** Scholastic Inc., 557 Broadway, New York, NY 10012.