

# Barnes & Noble My Favorite Teacher Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED. CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA (EXCLUDING UNITED STATES TERRITORIES, OVERSEAS MILITARY INSTALLATIONS, COMMONWEALTHS, PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW

**ELIGIBILITY:** The Barnes & Noble My Favorite Teacher Contest (the "Contest") begins March 1, 2021 at 12:00:00 a.m. EST and ends March 31, 2021, at 11:59:59 p.m. EST (the "Contest Period"). Only students enrolled in high school, who are 14 years of age or older at the time of entry, and active teachers employed in elementary, middle, or high schools located in the United States and District of Columbia (each an "Eligible School") and who are legally residing in the U.S. throughout the Contest Period are eligible to participate. Employees of Barnes & Noble Booksellers, Inc. ("Sponsor"); its parent companies, subsidiaries, divisions, affiliates, suppliers, brokers, printers, distributors, and advertising, promotional, and judging agencies; any other entities affiliated with the administration of the Contest; the immediate family members (parent, child, sibling, spouse) of each such person; and persons living in the same household as such person (whether related or not) are not eligible to submit entries or win a prize. Eligibility may be verified by Sponsor at any time. The Contest is subject to all applicable federal, state, and local laws and regulations, including but not limited to laws related to eligibility to receive prizes. Winner must also comply with their employer's rules, regulations, and policies on accepting prizes. Void where prohibited.

**HOW TO ENTER YOUR TEACHER FOR CONSIDERATION:** To have your favorite teacher considered for selection as "The Barnes & Noble Teacher of the Year," submit a complete entry (an "Entry") that consists of (i) an original essay, poem, or thank-you letter sharing how that teacher has influenced your life and why you appreciate and admire that teacher, and (ii) a completed official submission form that contains all requested personal information. The essays, poems, and/or thank-you letters must be typed in the English language and not exceed 500 words. Official submission entries should be submitted at [BN.COM/myfavoriteteacher](http://BN.COM/myfavoriteteacher). Entries may be submitted by March 31, 2021. Each student may submit only one entry. Entrant represents and warrants that his/her entry is 100% the original work of the entrant produced for this Contest, is truthful, and has not been previously published or entered in or won previous contests or awards. Use of a profane username, entry, or the submission of false or misleading personal information by an Entrant will be grounds for disqualification. Determination of information to be profane, false, or misleading is at the sole discretion of the Sponsor. Entrant who submits an entry must provide all required information in accordance with the online directions. Incomplete or inaccurate entries are void. All Entries are subject to verification by Sponsor,

**INTELLECTUAL PROPERTY RIGHTS:** As between Sponsor and Entrant, Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the entry. As a condition of entry, Entrant grants Sponsor a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the entry for any purpose, including display on the Sponsor's website, without any attribution or compensation to Entrant. Entries will not be returned or acknowledged. .

**SELECTION OF WINNER:** All entries received in store or at [bn.com/MyFavoriteTeacher](http://bn.com/MyFavoriteTeacher) will be judged by a qualified panel of judges, which may include or be comprised solely of representatives of the Sponsor, based upon the following criteria: (i) compelling nature of teacher's inspiring qualities (50%), (ii) sincerity of student's appreciation (25%), and (iii) the quality of expression and writing (25%). The winning teacher will be the teacher who is the subject of the Entry with the highest score. In the event of a tie the tiebreaker will be based upon the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed, to break the tie. The decisions of the judges will be final and binding on all matters relating to this Contest. The national "Teacher of the Year" winner will be notified on or about May 4, 2020, by email, telephone, and/or express mail. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

**PRIZES:** *Student:* The student who authors the winning essay, poem, or thank-you letter will receive a \$500 Barnes & Noble gift card. The winner must have parent or legal guardian permission to accept the prize. *Teacher:* The winner of the "Barnes & Noble National Teacher of the Year" award will receive \$5,000 and will be recognized at a special event at a store near their residence. The Eligible School at which the winner worked at the time of the entry submission will receive \$5,000 as well. Sponsor is not responsible for canceled, delayed, suspended, or rescheduled events beyond its control.

Any portion of this prize not accepted by Winner or an Eligible School will be forfeited. A media release will announce the national winner and the contributions that led to him or her being recognized. Prize is non-transferable and no cash equivalent or substitution of Prize is offered, except at the sole discretion of the Sponsor. Approximate Retail Value of all Prizes: \$10,500.

**GENERAL TERMS & CONDITIONS:** All potential winners (student and teacher) of the Prize must execute and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible) within ten (10) days of receipt of notification or their prize will be forfeited. If the Affidavit of Eligibility and Liability/Publicity Release is not timely returned or if any prize notification is returned as undeliverable, the applicable prize will be forfeited and awarded to an alternate winner with the next highest score. By submitting an Entry, entrants agree to these Official Rules, which are final and binding in all respects. Submission of an Entry grants Sponsor and its agents the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, reformat, translate, sublicense, copy, modify, delete, enhance, display, archive, publish, perform, disclose, transmit, broadcast, post, create derivative works of, sell, and distribute the Entry, together with Entrant's name, voice, image, photograph, likeness, and other identifying information, in whole or in part worldwide and/or to incorporate such Entry in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such Entry for any purposes whatsoever including, without limitation, developing, manufacturing, and marketing products using such Entry. Subject to this grant, Entrant retains any and all rights which may exist in such Entry. Entrant hereby waives any moral rights Entrant may have in and to any Entry, even if such material is altered or changed in a manner not agreeable to Entrant. Winner or an Eligible School (as applicable) is solely responsible for any local, state, or federal taxes on any prize. Contest is subject to all federal, state, and local laws and restrictions, including but not limited to laws related to eligibility to receive prizes. Winners must also comply with their employer's rules, regulations, and policies on accepting prizes. If, for any reason, this Contest is not capable of running as planned by any cause which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, or if due to any technical, production, or other error, more prizes are claimed or awarded than are described in these Official Rules, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Contest and determine the winner from Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. By entering, entrants agree that all issues, disagreements, and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with this Contest, will 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. Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Contest, including, without limitation, barring entrants who do not comply with these Official Rules. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in New York. Please see the privacy policy located at [BN.com](http://BN.com) for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest.

**LIMITATIONS OF LIABILITY:** Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, mutilated, incomplete, or non-delivered. Entries, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Sponsor is not responsible for computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, or delays in computer transmissions or network connections that are human or technical in nature. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the submission process or operation of this Contest, or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse, or harass any other person. Any attempt to deliberately damage or undermine the legitimate operation of this Contest is unlawful and subject to legal action by Sponsor or its agents. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, sales representatives, distributors, and promotion agency; and each of their officers, directors, employees, and agents ("Contest Parties") from any and all liability, loss, or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto; (b) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resorting to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

**WINNER'S NAME:** For the name of the winner, available after May 31, 2021, send a self-addressed, stamped envelope with proper postage affixed (postage not required for VT residents) to "Barnes & Noble My Favorite Teacher Contest" Winner Corporate Communications, Barnes & Noble Booksellers, Inc., 33 E 17th St, New York, NY 10001. Requests must be received by August 31, 2020. Winner's name will be sent after winner has been verified.

**SPONSOR:** Barnes & Noble Booksellers, Inc., 33 E 17th St New York, New York 10003