

The Barnes & Noble National Children's Short Story Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED.

Amended and Restated 05/28/20

ELIGIBILITY: The Barnes & Noble National Children's Short Story Contest (the "**Contest**") begins April 27, 2020 at 12:00:00 a.m. EST and ends August 31, 2020, at 11:59:59 p.m. EST (the "**Contest Period**"). Only children aged 6-12 who are legally residing in the U.S. throughout the Contest Period are eligible to participate, provided that such children may enter the contest solely through submissions made by their parents or legal guardians. Children of 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. The parents or legal guardians of the Winners must also comply with their employer's rules, regulations, and policies on accepting prizes, if any. Void where prohibited.

HOW TO ENTER YOUR CHILD'S SHORT STORY FOR CONSIDERATION: To have your child's short story considered for publication in The Barnes & Noble National Children's Short Story book, submit a complete entry (an "**Entry**") that consists of (i) an original short story or graphic short story written or created by your child, and (ii) a completed official submission form that contains all requested personal information. The story or graphic story must be typed, written or drawn in the English language. The suggested word count is 300 - 800 words or 4 pages of a graphic story. All graphic stories should be submitted in black & white only. Official submission entries should be submitted at: barnesandnoble.com/signup/KidsContest2020. Entries may be submitted by August 31, 2020. Only one entry per child (each child, an "**Entrant**"). The parent or legal guardian of each Entrant represents and warrants that his/her child's entry is 100% the original work of the child produced for this Contest, is truthful, and has not been previously published or entered in or won previous shares, contests or awards. All Entries are subject to verification by Sponsor. All Entries become the property of Sponsor, and no Entries will be returned or acknowledged.

SELECTION OF WINNERS: All entries, which must be received at barnesandnoble.com/signup/KidsContest2020, 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 the story (33 1/3%), (ii) creativity (33 1/3%), and (iii) the quality of expression and writing (33 1/3%). Up to fifteen (15) Winners and fifteen (15) runners-up will be selected to receive the prizes described below. The decisions of the judges will be final and binding on all matters relating to this Contest. The Winners will be notified on or about September 30, 2020 by email or telephone. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of Entrants or those of their parents or legal guardians.

PRIZES: The up to 15 children whose written or graphic story who are chosen will become published authors in a book to be sold at select Barnes & Noble stores in Holiday 2020, with a portion of the proceeds going to a charity selected by Sponsor. Winners will also receive a free signed book, as well as a copy of the book published with their original stories. They will also be recognized in a congratulatory letter from Barnes & Noble's CEO mailed to their contest entry mailing address and an opportunity to be featured on Barnes & Noble's social media channels. The runners-up will receive a signed book delivered to their contest entry mailing address, together with an inspiring letter from Barnes & Noble's CEO recognizing their achievement. Sponsor is not responsible for canceled, delayed, suspended, or rescheduled publication and sale of the book beyond its reasonable control, including, without limitation, due to an act of God, fire, flood, explosion, earthquakes, or other natural disasters, war, strike, labor disorders, embargo, epidemic, pandemic or quarantine restrictions, government interference, directive, order, statute, law or regulation, an act of national emergency, civil or military authority, or acts or omissions of carriers, transmitters, providers, vandals, or hackers. Any portion of these prizes not accepted will be forfeited. Prizes are non-transferable and no cash equivalent or substitution is or will be offered, except at the sole discretion of the Sponsor. Approximate Retail Value of published book and congratulatory letter: less than \$20. Approximate Retail Value of signed book by a bestselling author on writing: less than \$20.

GENERAL TERMS & CONDITIONS: The parents and legal guardians of all potential winners must execute and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible), together with an Intellectual Property Conveyance Agreement within twenty (20) days of receipt of notification or else all or some of their prizes will be forfeited. If such documents are not timely returned or if any prize notification is returned as undeliverable, the applicable prize will be forfeited and awarded to one of the runners-up. By submitting an Entry, the parents or legal guardians of Entrants agree on their and the Entrants' acceptance of 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 or

any portion thereof, together with each parent or legal guardian and Entrant child'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 or other intellectual property 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 child retains any and all remaining rights which may exist in such Entry. The parents or legal guardians of each Entrant hereby waive any moral rights they or the Entrant child may have in and to any Entry, even if such material is altered or changed in a manner not agreeable to the parents or legal guardians of each Entrant child. The parents or legal guardians of each winning or runner-up Entry (as applicable) are solely responsible for any local, state, or federal taxes on any prize. The Contest is subject to all federal, state, and local laws and restrictions, including but not limited to laws related to eligibility to receive prizes. The parents or legal guardians of each winning or runner-up Entry 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 winners and runners-up from Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. By entering, the parents or legal guardians of each Entrant on behalf of themselves and their Entrant child agree that all issues, disagreements, and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrant's and his or her parents' or legal guardians' 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 or the parents or legal guardians of such Entrants who do not comply with these Official Rules. By entering, the parents or legal guardians of each Entrant on behalf of themselves and their Entrant child 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 for details of Sponsor's policies regarding the use of personal information collected in connection with this Contest.

LIMITATIONS OF LIABILITY: Neither Sponsor nor any of its affiliates, subsidiaries, shareholders, owners, retailers, sales representatives, distributors, or promotion agency; and each of their officers, directors, employees, agents or representatives (the "**Sponsor Parties**") 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, the parents or legal guardians of each Entrant on behalf of themselves and their Entrant child agree (and agree to confirm in writing): (a) to release the Sponsor 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 any Entrant or his or her parent or legal guardian be permitted to obtain awards for, and the parents or legal guardians of each Entrant on behalf of themselves and their Entrant child hereby waive 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. The Sponsor Parties are not responsible for canceled, delayed, suspended, or rescheduled publication and sale of the book beyond its reasonable control, including, without limitation, due to an act of God, fire, flood, explosion, earthquakes, or other natural disasters, war, strike, labor disorders, embargo, epidemic, pandemic or quarantine restrictions, government interference, directive, order, statute, law or regulation, an act of national emergency, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers.

WINNERS' NAME: The name of the winners, will be published in a book during the holiday season in 2020, subject to these Official Rules. After December 1, 2020, send a self-addressed, stamped envelope with proper postage affixed (postage not required for VT residents) to "The Barnes & Noble National Children's Short Story Contest" Winners, Business Development Department, Barnes & Noble Booksellers, Inc., 122 Fifth Avenue, New York, NY 10011. Requests must be received by December 31, 2020. Winners' names will be sent after the winners have been verified.

SPONSOR: Barnes & Noble Booksellers, Inc., 122 Fifth Avenue, New York, New York 10011.