

Northwind Storytelling Contest

OFFICIAL RULES

MANY WILL ENTER, FEW WILL WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND D.C. WHO ARE AT LEAST 10 YEARS OF AGE AND NOT MORE THAN 14 YEARS OF AGE AS OF THE DATE OF ENTRY. VOID WHERE PROHIBITED. U.S. PROMOTION LAWS GOVERN THIS CONTEST.

- 1. ELIGIBILITY:** The Northwind Storytelling Contest (the “**Contest**”), sponsored by Macmillan Children’s Publishing Group (“**Sponsor**”), is open only to legal residents of the fifty (50) United States and the District of Columbia who as of the date of entry are at least ten (10) years of age and not more than fourteen (14) years of age as of the date of entry. Each entrant must have the consent of a parent or legal guardian of the entrant (“**Parent/Guardian**”) to the entrant’s participation in the Contest and to the entrant’s provision of personal information to Sponsor, and the Parent/Guardian must review these Official Rules with the entrant prior to submission of an entry. Children with a parent or legal guardian who is an employee of Sponsor or any of Sponsor’s parent companies, subsidiaries, affiliates or advertising or promotion agencies are not eligible. Void where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Contest begins at 12:00am Eastern Time (“**ET**”) on February 4, 2022 and continues through 12:00am ET on April 1, 2022 (the “**Entry Period**”). To enter, the entrant must create an original essay (an “**Essay**”) that uses a writing prompt inspired by the novel *Northwind* by Gary Paulsen available on the contest landing page. Each Essay must be at least 1,000 words but no longer than 1,500 words and must comply with all of the guidelines set forth in Section 3. Each entrant must prior to entry obtain the consent of a parent or legal guardian of the entrant to the entrant’s participation in the Contest, and to the submission to Sponsor of personal information if the entrant is under thirteen (13) years of age. After obtaining the consent of a parent or legal guardian of the entrant to the submission to Sponsor of personal information if the entrant is under thirteen (13) years of age, the entrant must visit the Sponsor’s website at <https://bit.ly/NorthwindStorytelling> (the “**Website**”) during the Entry Period and follow the instructions provided at the Website to submit the Essay. In order to enter, the entrant will be required to submit via the Website the entrant’s name, email address, country, and parent or guardian’s email address. All entries must be submitted prior to the conclusion of the Entry Period. Entry times will be determined using Sponsor’s computer, which will be the official clock for the Contest. There is a limit of one (1) entry per person. Each Essay must be unique and an entrant cannot submit the same Essay more than once. Proof of submission does not constitute proof of entry. Normal time rates and/or data rates (as applicable), if any, charged by the entrant’s internet or mobile service provider will apply. Materials submitted to Sponsor in connection with the Contest will not be returned. All entries are subject to verification at any time. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor. Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.
- 3. ESSAY GUIDELINES:** All Essays must comply with the following guidelines: (a) the Essay must be original and have been written only by the entrant; (b) the entrant must own the copyright in the Essay; (c) the Essay must not previously have been published for commercial purposes or won any award; (d) the Essay must not contain any material that is obscene, defamatory, threatening, indecent, violent or offensive; (e) the Essay

must not contain any material that violates or infringes upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Contest Entities (as defined in Section 6) requires a license or permission from or payment to any third party; (f) entrants should not include in the Essay personal information (such as name, address, email address or other identifying information) about the entrant or any other person; and (g) the Essay must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or for posting on Sponsor's website and/or social media channels. By submitting an Essay, the entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the Essay and the use of the Essay as permitted pursuant to Section 6 of these Official Rules and to verify compliance with the foregoing requirements. Sponsor reserves the right in its sole discretion to disqualify any Essay that Sponsor determines does not comply with these guidelines, to remove personal information from the Essay, or to require the entrant to make such changes to any Essay as are necessary to make it compliant.

4. **WINNER SELECTION AND NOTIFICATION:** Following the conclusion of the Entry Period, one (1) potential Grand Prize winner and five (5) potential Runner-Up Prize winners will be selected by judges designated by Sponsor (the "**Judges**") from among all eligible Essays received during the Entry Period, by applying the following criteria (the "**Judging Criteria**"), weighted equally: (a) creativity; (b) originality; (c) sense of storytelling; and (d) overall impression. In the event of a tie, the tie will be broken based on the tied entrants' "overall impression" score. The odds of winning the Grand Prize or a Runner-Up Prize depend on the number and quality of eligible entries received. The odds of receiving an Entry Prize depend on the number of eligible entries received prior to the entrant's submission. The potential winners are subject to verification. The potential winners will be notified via email and each potential winner's Parent/Guardian and the potential winner may in Sponsor's discretion be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release within ten (10) days of attempted delivery of same. Consent to disclosure of the winner's personal information and Essay may be required and requested. If a potential winner cannot be reached or does not respond within five (5) days of the initial notification attempt, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required documentation within ten (10) days of attempted delivery of same, or if a potential winner does not otherwise comply with these Official Rules and/or cannot accept the applicable prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected for the applicable prize from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).
5. **PRIZES:** One (1) Grand Prize and five (5) Runner-Up Prizes will be offered. The Grand Prize consists of (a) the opportunity for the winner's Essay to be published in a publication to be determined by Sponsor (which will be published by someone other than Sponsor (the "**Publisher**")), (b) the opportunity for the winner to attend a virtual writing workshop hosted by Wesley Adams, Gary Paulsen's editor (the "**Workshop**"), a class set of *Northwind* (30 copies) and (d) a *Northwind*-branded writing journal. The approximate retail value ("**ARV**") of the Grand Prize is \$ 1,369.70. Each Runner-Up Prize consists of (a) a copy of the book *Northwind* by Gary Paulsen, (b) the opportunity for the winner to attend the Workshop, and (c) a *Northwind*-branded writing journal. The

ARV of each Runner-Up Prize is \$247.99. The aggregate ARV of all prizes is \$1,617.99. All prize details will be determined by Sponsor in its discretion. The prizes will be awarded if properly claimed. No substitution or transfer of the right to receive a prize is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize with a prize or prizes of equal or greater value. In the event that Sponsor is not able to arrange for publication of the Grand Prize winner's essay in a publication approved by Sponsor, Sponsor will not be obligated to award that portion of the Grand Prize or any substitute for that portion of the Grand Prize. Prizes consist only of those items expressly specified in these Official Rules as being part of the prize. All expenses or costs associated with the acceptance or use of the prize are the responsibility of the winner. All federal, state, local taxes on prize value, if applicable, are the responsibility of the winner. An IRS form 1099 will be issued in the prize recipient's name if required by law. Prizes are awarded "as is" and without any warranty, except as required by law.

6. **GRANT OF RIGHTS:** Each entrant will retain ownership of the Essay submitted by the entrant and the copyright in such Essay. By entering the Contest, each entrant grants to Sponsor, each of Sponsor's parent companies, affiliates and subsidiaries, each of their respective licensees (including the Publisher), and the successors and assigns of each of the foregoing (all of the foregoing, collectively, the "**Contest Entities**"), in perpetuity, a non-exclusive license to (a) use the entrant's name, likeness, voice, biographical information and/or statements attributed to the entrant, and (b) publish, display, reproduce, modify, edit or otherwise use the entrant's Essay, in whole or in part, for advertising or promoting the Contest and for any other purpose (including, without limitation, posting the Essay on Sponsor's website and social media channels and publishing the Grand Prize winner's Essay in a publication determined by Sponsor), worldwide, in all media and formats whether now or later known or developed, without further notice or compensation.
7. **RELEASE AND LIMITATION OF LIABILITY:** By entering, each entrant releases and agrees to hold each of the Contest Entities (including the Publisher), all other companies involved in the development or operation of the Contest, and the directors, officers, employees and assigns of all of the foregoing (all of them, the "**Released Parties**"), harmless from and against any and all claims, liability and causes of action of any kind that the entrant ever had, now has or might in the future have arising out of the entrant's participation in the Contest, the creation of any Essay, the use of the Website, the operation of the Contest, the acceptance or use of a prize or the use of the entrant's name, biographical information, voice, likeness and/or Essay, including without limitation any and all claims and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or right of publicity, copyright infringement, misappropriation or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Entrants assume the risk of, and all liability for, any injury or damage caused, or claimed to be caused, by participation in this Contest, the use of the Website or use or redemption of any prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete

entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Contest. The Released Parties are not responsible for, and will not have any liability in connection with any Act of God, war, terrorism, accident, fire, pandemic or epidemic or any consequence thereof, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority, or other cause not reasonably within their control that may delay or prevent Sponsor from fulfilling its obligations pursuant to these Official Rules.

- 8. GENERAL RULES:** Sponsor reserves the right to modify these Official Rules or to modify, suspend or terminate the Contest at any time in its discretion. Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Essay with these Official Rules, or as a result of any technical or other problems, or because of any other circumstance which, in the opinion of Sponsor, in its sole and absolute discretion, affects the proper administration of the Contest as contemplated in these Official Rules, or for any other reason. The Released Parties are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries or mail, postage-due mail, incorrect or inaccurate capture of, damage to, or loss of Essays, entries or entry information, or any other human, mechanical or technical errors of any kind relating to the submission, collection, storage or processing of Essays or entries or the administration of the Contest. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who, in Sponsor's discretion, Sponsor determines or believes (a) has tampered with the entry process, or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, (b) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor (c) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bugs, technical problem, entrant fraud or misconduct, or other cause beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the Contest or if for any other reason Sponsor is not able to conduct the Contest as planned (including without limitation in the event the operation of the Contest is interfered with by any fire, flood, pandemic or epidemic or any consequence thereof, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state, provincial/territorial or local law, order or regulation or court order). In the event of termination of the Contest, a notice will be posted and winners selected in accordance with the procedures set forth in these Official Rules from among all eligible entries received prior to the time of termination to award any remaining prize. All federal, state and local laws and regulations apply. All

entry materials become the property of Sponsor and will not be verified or returned. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of Sponsor and the judges, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

- 9. DISPUTES:** By entering the Contest, each entrant agrees that, to the maximum extent permitted by applicable law, (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to you if you live in such a jurisdiction.); and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Contest, shall 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of New York, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Contest. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail. All entries are subject to verification at any time.
- 10. USE OF INFORMATION:** Sponsor and/or its agents or contractors will collect personal information regarding Contest entrants, which will be subject to Sponsor's privacy notice available at <http://us.macmillan.com/privacy-notice> (the "**Privacy Notice**"), to the extent applicable, and to the Northwind Storytelling Contest Children Privacy Notice posted on the Website ("**Children's Privacy Notice**"), to the extent applicable. By entering the Contest, each entrant agrees that information submitted in connection therewith may be used in connection with the administration of the Contest and as permitted pursuant to such Privacy Notice and Children's Privacy Notice, as applicable.
- 11. WINNER'S NAMES AND RULES REQUESTS:** For a complete list of the names of the winners (which will be provided only if permitted by applicable laws and regulations relating to personal information of children and any necessary consent is obtained thereunder), which will be available after May 17, send a self-addressed, stamped envelope to: Northwind Storytelling Contest, c/o Macmillan Children's Publishing Group, 120 Broadway, New York, NY 10271
- 12. SPONSOR:** Macmillan Children's Publishing Group, New York, NY.