

The “*BOOK OF MAGIC HALLOWEEN*” Contest
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

This *BOOK OF MAGIC HALLOWEEN* Contest (the “Contest”) is sponsored by Simon & Schuster, Inc. (“Sponsor”). Sponsor, its parent company, subsidiaries and affiliates, and any other companies or agencies associated with the Contest (such as advertising, promotion, fulfillment or judging partners), will hereinafter collectively be referred to as the “Contest Entities.”

Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia.

Note that these Official Rules contain an arbitration provision below in Section 10. Disputes; Governing Law, and it applies to your participation in the Sweepstakes. Except for any Excluded Disputes (as defined below in Section 10. Disputes; Governing Law), **you and Sponsor agree that disputes between you and Sponsor will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.**

How to Enter: During the Contest Period (the “CONTEST PERIOD”):

- i. Take a photo (“Photo”) or video (“Video”) of your personal or organization’s Halloween or autumn-themed display (“Theme”) OR a photo of *The Book of Magic* by Alice Hoffman;
- ii. Log onto your Instagram account and follow the links and instructions to become a follower of Sponsor’s page on Instagram, located at **@simonbooks** (“Sponsor’s Instagram Page”).
- iii. Post the Photo or Video with the hashtags #bookofmagichalloween and #contest.

You must have Internet access and a valid non-private Instagram account to enter the Contest. You must be a follower of the **@simonbooks** to be eligible to enter this Contest (i.e., you must make sure your posts are set to “public” and not “private”). If you do not have an Instagram account, you can create one by visiting www.Instagram.com. Instagram accounts are free.

Limit one (1) entry per person/email address. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

All entry information, Photos, Videos, Captions, tweets and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

2. Eligibility: Participation open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old and have reached the age of majority in their state of residence by the date they enter the Contest, have provided a valid email address, and have agreed to receive author updates, new book releases, recommended reads, and other email updates from Sponsor. Entrants can opt out through their account settings or through the unsubscribe link in any Sponsor marketing communication at any time. Void outside of the 50 United States and the District of Columbia and where prohibited, taxed or restricted by law. Employees, officers, and directors of Contest Entities, in addition to their respective immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the 50 United States and the District of Columbia. All federal, state and local laws and regulations apply.

3. Start/End Dates: Contest begins at 12:01:01 AM Eastern Time (“ET”) on October 26, 2021 and ends at 11:59:59 PM ET on November 1, 2021. (the Contest Period).

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties.

Providing a Submission constitutes entrant’s consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes (except where prohibited).

Each Submission submitted by an entrant throughout the Contest Period must be different than other Submissions submitted by that entrant, as determined by Sponsor in its sole or absolute discretion. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or

garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. If you choose to enter via Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

4. Submission Guidelines and Content Restrictions: By entering the Contest, each entrant agrees that entrant's 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 Submission must not exceed 50 characters in length.
- The Submission must be in English.

Content Restrictions:

- 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 or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules

5. Judging Panel/Judging Criteria: On or about 11/5/2021, all eligible Submissions will be judged by the Simon & Schuster Imprint Marketing Team. All Submissions will be judged based on the following equally-weighted judging criteria ("Judging Criteria"): (a) creativity; (b) enthusiasm; and (c) photo quality. In the event of a tie, the highest score in the enthusiasm criteria (above) will determine winner (subject to confirmation).

6. Prize(s). Twenty (20) Grand Prize winners will each receive: ONE (1) tote bag (approximate retail value "ARV" \$12.00). Total ARV of all prizes combined: \$240.00. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of [any]prize, Sponsor reserves the right to substitute a prize of equal or greater value. Unclaimed prizes will not be awarded. All taxes and unspecified expenses are the responsibility of winner(s). Limit one prize per person or household.

Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of [any] prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner.

7. Notification: Potential winner ("winner") will be notified on or about November 10, 2021 and will be required to complete and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document and a W-9, within five (5) calendar days of receipt. If potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries (time-permitting). Upon prize forfeiture, no compensation will be given.

Potential winner(s) will be notified by a direct message from Sponsor and/or by Sponsor posting a comment to the potential winner's Submission on his/her Instagram account. Potential winner(s) will be required to email Sponsor within five (5) calendar days in order to claim their prize.

If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, 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 (time-permitting). Upon prize forfeiture, no compensation will be given.

8. Conditions: ALL FEDERAL, STATE AND LOCAL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Participation in Contest and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless the Contest 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 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 or invasion of privacy and merchandise delivery. 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, pandemics, epidemics, natural disasters, weather, acts of terrorism, or any other acts outside the control of Sponsor. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

9. Additional Terms: Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Contest 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, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the potential winner 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

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disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or the Landing Page. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is 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.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE (INCLUDING THE LANDING PAGE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. 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. The potential winner may be required to show proof of being the authorized account holder.

10. Limitation of Liability; Disclaimer of Warranties: IN NO EVENT WILL THE CONTEST 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 USE OF ANY SITE ASSOCIATED WITH THIS CONTEST, OR FROM DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. 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.

11. 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.

Except for disputes relating to the infringement of your or Sponsor's intellectual property (such as trademarks, trade dress, copyright and patents) or where Sponsor is seeking a preliminary injunction ("Excluded Disputes"), you agree that all disputes between you and Sponsor (whether or not such dispute involves a third party) with regard to these Official Rules, including, without limitation, the Contest, will be resolved by binding, individual arbitration and you hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. Neither you nor Sponsor will participate in a class action or class-wide arbitration for any claims covered by this agreement. This dispute resolution provision will be governed by the Federal Arbitration Act and, where consistent, New York law.

Any such arbitration shall be administered by the JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with its then governing rules and procedures applicable to consumer arbitrations, including the JAMS Streamlined/Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Arbitration Minimum Standards (the "JAMS Rules"). Contact information for JAMS, as well as copies of the JAMS Rules and applicable forms, are available at <http://www.jamsadr.com>. You and we agree that, under JAMS Rule 6(e), any arbitration between us shall be consolidated with any other arbitration(s) submitted to JAMS if and only if the arbitrations involve: (a) the same legal causes of action; (b) common issues of fact and law; and (c) the same counsel. However, class arbitrations are not permitted. Payment of the fees will be determined by the JAMS Rules and fee schedule in place at the time.

Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrators will not have authority to award punitive or exemplary damages. You agree that any action at law or in equity relating to the arbitration provision of these Official Rules or the Excluded Disputes will be filed only in the state or federal courts located in New York, NY and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

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 or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

12. Use of Data: Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at http://www.simonandschuster.com/about/privacy_policy. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. Name of winner/List of Winners. To obtain a list of winner(s), send a self-addressed, stamped envelope by November 5, 2021 to: Elizabeth Breeden, Simon & Schuster, Inc., 1230 Avenue of the Americas, New York, NY 10020.

14. Sponsor. Simon & Schuster, Inc., 1230 Avenue of the Americas, New York, NY 10020.

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