## BUNCEE AND CAPSTONE'S SUMMER SPARKS READING CONTEST OFFICIAL CONTEST RULES:

□NO PURCHASE NECESSARY TO ENTER OR WIN PRIZE. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Buncee & Capstone's Summer Sparks Reading Contest ("Promotion") is Sponsored by and Administered by Buncee LLC, 4603 Middle Country Road, Calverton, NY 11933, and Capstone, 1710 Roe Crest Drive, North Mankato, MN 56003.

□ The Promotion is governed by these official rules. By participating in the Promotion, each entrant agrees to these official rules, including all eligibility requirements, and understands that the results of the Promotion are final in all respects. The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.

**PROMOTION DESCRIPTION:** Calling all classroom teachers & librarians: join Buncee & Capstone's *Summer Sparks Reading Contest* to engage your students all summer long! Capstone and Buncee are dedicated to instilling a love of reading in all students, and that's why we decided to join forces to keep your kids determined to read, research, and create all summer long ~ all while making sure they have fun too!

**HOW TO ENTER:** To enter Buncee & Capstone's Summer Sparks Reading Contest, K-12 librarians and teachers can easily have students journal their reading all summer long in Buncee. You will have full access to <u>Buncee</u>, <u>Capstone Library</u>, <u>PebbleGo</u>, and <u>PebbleGo Next</u> for the entire summer! The top three schools with the most Buncee reading journals created between May 15th and September 8th could win the following:

- 1. First place winning school receives a year subscription to Buncee and PebbleGo, a Cantata Learning Library Skills book set by Shannon Miller and arranged and produced by Emily Arrow...and an ice cream party!
- Second place winning school receives a 6 month subscription to Buncee and PebbleGo, a Cantata Learning Library Skills book set by Shannon Miller and arranged and produced by Emily Arrow...and an ice cream party!
- 3. Third place winning school receives a 6 month subscription for up to 3 Buncee Classroom Lite accounts, a Cantata Learning Library Skills book set by Shannon Miller and arranged and produced by Emily Arrow...and an ice cream party!

To get started, sign up for Buncee & Capstone's Summer Sparks Reading Contest between May 4, 2017 and June 30, 2017 by filling out this Google Form. *Please make* 

certain the email address listed on the form is the email address used to create your Buncee Classroom account. This is the only way we will know that you and your students participated in the contest.

After signing up your school or classroom for the contest, simply click into <a href="mailto:thisBuncee">thisBuncee</a> (<a href="https://app.edu.buncee.com/buncee/7c3dcfc673854ed6bd97b7368f1413df">https://app.edu.buncee.com/buncee/7c3dcfc673854ed6bd97b7368f1413df</a>)

to obtain all of the access links and contest information, as well as the Buncee Coupon code which will keep your Buncee Classroom account active through September 8, 2017. You will also receive the Buncee containing the access links and Buncee coupon code via email after signing up, so be sure to check your inbox!

Beginning on May 4, 2017, librarians and teachers can either activate the Buncee coupon code to extend their current account, or to create new accounts for themselves and their students. Students will then be able to sign into their accounts to access Buncee and journal their summer reading. Please note that if you have over 150 students, you will need to create more than one Buncee Classroom Plus account and sign-up for the contest using each of the email addresses associated with your Buncee accounts. Both accounts will count as an entry for your school.

The books or articles must be read between May 15, 2017 and September 7, 2017, and journal entries must be completed by 12:00 p.m. EST September 8, 2017. Don't forget to take advantage of having full access to Capstone's and PebbleGo's Digital Libraries. Students will create a Buncee reading journal for each book or article that they read over the summer.

The winner of Buncee & Capstone's Summer Sparks Reading Contest will be the school who reads and creates the most Buncee reading journals. At the end of the promotion, the winning school will be determined by the number of Buncee reading journals created from every participating account within the school. Please remember, the email address used to create your Buncee Classroom account must be the same email address used to sign up on this <a href="Google Form">Google Form</a>. Only books read by students who create a Buncee journal will be counted. Stay tuned for an email on September 14, 2017 announcing the winning school!

Entry in the Promotion does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the contest administration of Buncee LLC whose conclusions shall be final and legally binding in all respects.

**ELIGIBILITY:** The contest is open to K-12 librarians and teachers from public, private, charter, or home schools, or other non-formal education groups and after school groups worldwide. Any resident of countries under US Embargo is not eligible to participate in the contest. All applicable national and local laws and regulations of the country in which the entrant resides apply. The contest is void wherever else it is restricted or prohibited by law.

Employees, officers and directors of Buncee and Capstone, and its consultants, and agents and suppliers (collectively, "Promotion Entities") are not eligible to enter or win.

Buncee reserves the right to verify the eligibility of each potential winner. All entries submitted are the property of the Sponsor. Sponsor's database clock will be the timekeeper for this Promotion.

□□PROMOTION PERIOD: Schools and classrooms can sign up using this Google Form beginning on May 4, 2017. All participating schools and classrooms must be signed up to participate by June 30, 2017. The books must be read between May 15, 2017 and September 7, 2017. Buncee journal entries must be completed no later than 12:00 p.m. EST on September 8, 2017 to be eligible. Entries that are completed before or after the Promotion Period are not eligible to win. Qualifying entries for the contest must be created on Buncee's websites or mobile applications in order to be eligible.

If Buncee LLC suspects or is notified of plagiarism, Buncee, LLC reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions are final.

Contact information for the students' teachers or librarians will be collected from the <u>Google Form</u> submitted in order to notify and declare the winner(s). Please make certain the email address listed on the form is the email address used to create your Buncee Classroom account. This is the only way we will know that you and your students participated in the contest.

All submissions will be subject to Buncee LLC's legal terms and conditions available at <a href="https://www.edu.buncee.com/terms-privacy">https://www.edu.buncee.com/terms-privacy</a>, Capstone's legal terms and conditions available at <a href="https://www.mycapstonelibrary.com/info/terms.html">https://www.mycapstonelibrary.com/info/terms.html</a>, PebbleGo's legal terms and conditions available at <a href="https://www.pebblego.com/info/termsofuse.html">https://www.pebblego.com/info/termsofuse.html</a>. Buncee LLC, Capstone,

PebbleGo, and PebbleGo Next reserve the right to reject any entry, in its sole and absolute discretion with or without cause, including on the basis that a submitted entry does not meet the above criteria or is otherwise offensive or inappropriate or is not in keeping with the image of the Sponsor companies. 

All entries become the exclusive property of the Sponsor. Receipt of entries will not be acknowledged, nor will proof of submission of an entry form be deemed proof of receipt. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, mutilated, incomplete, invalid, illegible, or misdirected entries, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the teacher account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Teachers of potential winners may be required to show proof of being the authorized account holder.

**WINNER SELECTION:** □ All valid entries submitted during the Promotion Period will be considered as potential winners. The school that reads and creates the most Buncee reading journals no later than 12:00 p.m. EST on September 8, 2017, will be deemed the winner. The winner will be notified on September 14, 2017.

**IN THE CASE OF A TIE**: If there's a tie, a panel of judges (Shannon Miller, Francesca Arturi, Eric Fitzgerald) will determine which Buncees best meet the following criteria:

- 1) Creative Use of Media
- 2) Representation of Critical Thinking
- 3) Use Literary Elements

The school with the Buncees that best meet the above criteria will be deemed the winner.

CONTACTING THE WINNER: The potential winner(s) will be selected and contacted via email on September 14, 2017. If a potential winner(s) does not respond within seven (7) calendar days after the initial attempt to contact him/her, or prize notification is returned as undeliverable, that potential winner may be disqualified and an alternate winner may be selected. The final determination of the winning entry is at the sole discretion of the Sponsor and the entrant agrees that he/she will not dispute, question or challenge the determination in any manner. □□The prize may not be awarded if an insufficient number of eligible entries are received by the applicable judging date.

**PRIZE:** □The prizes that may be awarded to the eligible winning schools will be the following:

- 1. First place winning school receives a year subscription to Buncee and PebbleGo, a Cantata Learning Library Skills book set by Shannon Miller and arranged and produced by Emily Arrow...and an ice cream party!
- 2. Second place winning school receives a 6 month subscription to Buncee and PebbleGo, a Cantata Learning Library Skills book set by Shannon Miller and arranged and produced by Emily Arrow...and an ice cream party!
- 3. Third place winning school receives a 6 month subscription for up to 3 Buncee Classroom Lite accounts, a Cantata Learning Library Skills book set by Shannon Miller and arranged and produced by Emily Arrow...and an ice cream party!

Prizes include tax, and shipping and handling. 

All taxes required to be paid upon acceptance of the prize and any expenses not specifically mentioned as part of the prize shall be the sole responsibility of the winner. Except for the prize value, the winner will not receive any additional monetary compensation or acknowledgement for participation in the Promotion or any advertising, marketing or other activities related to the Promotion. All taxes required to be paid upon acceptance of any prize and any expenses not specifically mentioned as part of the prize shall be the sole responsibility of the winner.

**ADDITIONAL LIMITATIONS:** Prize(s) are non-transferable, except as permitted by Sponsor. Prize(s) cannot be used in conjunction with any other promotion or offer. No substitution or cash equivalent of any prize is permitted; however, Sponsor reserves the right to substitute any prize with another of equal or greater value. Winner is not entitled to the difference between the approximate retail value and the actual value of any prize. The Promotion Entities are not responsible for any typographical or other errors in the offer or administration of the Promotion, including, but not limited to, errors in the printing or posting of the offer or official rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents. Sponsor reserves the right to terminate, withdraw or amend the Promotion or disgualify any entry for any reason and without notice including, without limitation, if Sponsor suspects tampering has occurred, voiding the entries at issue or terminating the Promotion and selecting winners from among that portion of the Promotion that has not been compromised, if any. Sponsor will not replace any lost or stolen prize items. By entering this promotion, all entrants agree that this Promotion is governed by the laws of the State of New York, without giving effect to its conflicts of laws rules. The Promotion

Entities, their affiliated companies and advertising and promotional agencies, and any telephone network or service providers are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any web site or online service, the hosting or operation of any website or online services, or any other error, human or otherwise.

□ INDEMNIFICATION AND LIMITATION OF LIABILITY: □BY SUBMITTING AN ENTRY, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE PROMOTION ENTITIES AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE PROMOTION AND THE ACCEPTANCE OF ANY PRIZE THAT MAY BE WON. THE PROMOTION ENTITIES DO NOT MAKE ANY WARRANTIES. EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF ANY OF THE PRIZES. EACH ENTRANT AGREES TO EXECUTE ANY DOCUMENT CONTAINING THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES. PROMOTION ENTITIES, AND THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, VENDORS, ADVERTISING AND PROMOTIONAL AGENCIES, SUPPLIERS AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER. SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE PROMOTION.

AGREEMENT TO ARBITRATE DISPUTES, WAIVER OF RIGHT TO JURY TRIAL, AND WAIVER OF RIGHT TO BRING OR PARTICIPATE IN CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTIONS.

You agree that any controversy, dispute or claim arising out of or relating to this Promotion, Contest, its Official Rules or its interpretation be resolved through final and binding arbitration in New York, New York in accordance with the then-existing rules of the American Arbitration Association. Each of the parties irrevocably and unconditionally waives the right to trial by jury. You may not bring a claim against Buncee LLC or Capstone as a class action, representative action, or private attorney general action. You may not act as a private attorney general or class representative, nor participate as a member of a class of claimants, with respect to any dispute or claim between us. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration

laws of the State of New York. The award rendered by the arbitrators shall be final and judgment may be entered upon the award in any court of the State of New York having jurisdiction over the matter. Nothing in this section shall read to preclude Buncee LLC or Capstone from seeking injunctive relief. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceeding, except as may lawfully be required. This Promotion, Contest, and its Official Rules shall be construed, interpreted and governed in accordance with the laws of the State of New York, County of Suffolk, without reference to rules relating to conflicts of law.

**PRIVACY:** By participating in the Promotion you agree that the information collected in connection with this Promotion will be treated in accordance with the Privacy Policy posted on Buncee LLC at <a href="https://www.edu.buncee.com/terms-privacy">https://www.edu.buncee.com/terms-privacy</a>, on Capstone at <a href="https://mycapstonelibrary.com/info/privacy.html">https://mycapstonelibrary.com/info/privacy.html</a>, on PebbleGo at <a href="https://pebblego.com/info/privacypolicy.html">https://pebblego.com/info/privacypolicy.html</a>, and on PebbleGo Next at <a href="https://pebblegonext.com/info/privacypolicy.html">https://pebblegonext.com/info/privacypolicy.html</a>.

□□PUBLICITY: □By submitting an entry form, each winner grants Promotion Entities and those acting under their authority permission to use his or her name, likeness, comments, and contest submission for advertising and publicity purposes without payment of additional consideration or authorization, except where prohibited by law. You understand and agree and hereby grant Buncee LLC (and its agents and designees) the right to post your submission, in whole or in part, on edu.buncee.com or otherwise use for marketing purposes. You understand that Buncee LLC will not submit any advertisements or other materials containing your submission to you for approval or any other purpose prior to use. By entering this contest, you represent that providing such submission and granting the rights to Buncee LLC herein do not conflict with any commitment you have with a third party.

**INTELLECTUAL PROPERTY:** The Promotion and all related web pages, content and code are copyrighted by Buncee LLC and Capstone or a third party. Copying or unauthorized use of any copyrighted materials, trademarks, or any other intellectual property without the express written consent of its owner is strictly prohibited.

**CONSUMER CREATED CONTENT:** If the entry for the Promotion includes any creative material from the participant, including but not limited to, consumer created content, by submitting your student entry: (1) you agree that your disclosure is gratuitous,

unsolicited and without restriction and will not place the Sponsor under any fiduciary or other obligation, that Buncee, LLC is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, Buncee, LLC and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting Buncee, LLC a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. The Sponsor further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Promotion or Promotion Site. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. Buncee, LLC and Capstone will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the contest and Buncee, LLC's and Capstone's decisions concerning such disputes shall be final. Any attempt by an Entrant to deliberately damage any web site, including the Promotion Site, or undermine the legitimate operation of the Promotion is 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 Entrant to the fullest extent of the applicable law.

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: □Under no circumstances shall the submission of an entry to the Promotion, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either the Sponsor, or the Promotion Entities. Entrants acknowledge that they submitted their entry voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and the Sponsor or the Promotion Entities and that no such relationship is established by Entrant's submission of a an entry under these Rules.