

Stinetinglers Writing Contest

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AND OF THE LEGAL AGE OF MAJORITY AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS CONTEST. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The Stinetinglers Writing Contest (the “Contest”) is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a legal resident of the 50 United States or the District of Columbia and who are 18 years of age or older and of the legal age of majority in the jurisdiction in which he or she resides. For purposes of this Contest, “Entrant’s Minor” is defined as a person between the ages of eight and twelve at time of entry for whom the entrant is the parent or legal guardian (with legal responsibility). We are sorry for the geographic restrictions, unfortunately it is required for various legal reasons. Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are an employee of Macmillan Children’s Publishing Group (“Sponsor”) or any of Sponsor’s Affiliates (as defined in Section 7), and members of the immediate family or household (whether or not related) of any such employee, are not eligible to be entrants or Entrant’s Minor. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Contest. Void where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Contest begins at 9:00 a.m. Eastern Time (ET) on October 1, 2022 and continues through 11:59 p.m. ET on October 31, 2022 (the “Entry Period”). No purchase is necessary. To enter the Contest, during the Entry Period, each entrant must submit a scary short story (a “Submission”) written and authored by the Entrant’s Minor, who is between the ages of eight and twelve at time of entry. The Submission must be between 1,000 and 1,500 words. Submissions must have a catchy title, a protagonist, a creepy setting, and a moment of suspense. Entrant’s Minor may use their own interpretation from reading Stinetinglers by R.L. Stine, or they may refer to descriptions online. Then, during the Entry Period, the entrant must visit the website located at <http://bit.ly/stinetinglerscontest> (the “Website”) and follow the on-screen entry instructions. Sponsor may also in its discretion make the online entry form for the Contest available via other websites, including websites that are not operated by Sponsor. Each entrant will be required to fill out an online entry form (which will require the entrant to submit his or her e-mail address and such other information as Sponsor may require) and to upload the Submission to the Website. The Submission must comply with all of the submission guidelines set forth in this Section 2 and Section 3 below, and all the technical specifications provided on the Website (including those relating to approved file formats for the Submission). Each Submission may be submitted only once. If a particular Submission is submitted more than once, Sponsor will have the right to disqualify all entrants who submitted the duplicative Submission. **There is a limit of one entry per person**

and per email address. All entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Entry times will be determined using Sponsor's computer. Normal time rates, if any, charged by the entrant's Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

- 3. SUBMISSION GUIDELINES:** Each Submission must comply with the following guidelines: (a) the Submission must be original and have been created solely by the Entrant's Minor; (b) the Entrant's Minor must own the copyright in the Submission; (c) the Submission must not previously have been submitted in connection with any sweepstakes or contest, published for commercial purposes or won any award; (d) the Submission must be truthful and accurate, unless identified as fiction; (e) if the Submission identifies, depicts, contains or otherwise uses any Personality Rights (as defined below) of any person (except for the entrant, the Entrant's Minor, any author or subject of a book promoted in this Contest, or any person identified in Sponsor's communications relating to this Contest), the entrant must have prior to submitting the Submission obtained written consent from such person (or his or her parent or legal guardian, if the person is a Minor) to the use of such person's Personality Rights, as applicable, in the Submission and the use by Sponsor and its licensees of the Submission as permitted by Section 6; (f) the Submission must not contain any email address, mailing address, phone number, social security number, or, except as permitted in clause (e) directly above, other personally identifying information of any person; (g) the Submission must not include any brand name, trademark or logo of any entity (other than brand names, trademarks or logos associated with Sponsor or referenced in Sponsor's social media communications relating to this Contest); (h) the Submission must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation, or the use of which by Sponsor or its licensees as permitted pursuant Section 6 below would require a license or permission from (other than pursuant to clause (e) above) or payment to any third party; (i) the Submission must not exhibit the anyone engaging in or otherwise promoting any illegal, sexually explicit, violent or dangerous behavior; (j) the Submission must not contain any material that is disparaging, defamatory, discriminatory, bigoted, threatening, indecent, violent, obscene or offensive; and (k) the Submission must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing, display, reading, performance, and/or promoting Sponsor's content, authors and imprints. "Personality Rights" means the name, likeness, image, voice and biographical information of or any statement attributed to any person. By submitting a Submission, the entrant represents and warrants that the entrant and the Entrant's Minor has complied with all of the foregoing requirements and the entrant has obtained all permissions, licenses and consents that are necessary for the submitting of the Submission and to the use by Sponsor and its licensees of the Submission as permitted pursuant to Section 6 below. By submitting a

Submission, the entrant represents and warrants that they (i) are the parent or legal guardian (with legal responsibility) of Entrant's Minor, (ii) have the full authority and capacity to represent Entrant's Minor, and (iii) consent to Entrant's Minor's participation in the Contest. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents and, if requested by Sponsor, to obtain additional permissions, licenses and consents from the applicable parties in a form specified by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any Submission that Sponsor determines does not comply with these guidelines, or to require the entrant to make such changes to any Submission as are necessary to make it compliant.

- 4. WINNER SELECTION AND NOTIFICATION:** Following the conclusion of the Entry Period, one potential Grand Prize winner(s) and one potential First Prize winner(s) will be selected by employees of Sponsor designated by Sponsor and R.L. Stine (the "Judges") from among all eligible entries received during the Entry Period, by applying the following criteria to the entrant's Submission, weighted as indicated: (a) sense of storytelling (40%); (b) creativity (30%); (c) originality (20%); and (d) overall impression (10%). In the event of a tie between any two Submissions, the Submission with the highest score in the "overall impression" category will be deemed the higher scoring entry. Sponsor reserves the right, in its sole discretion, to not select any winner or not award all prizes offered if, in the sole opinion of Sponsor and/or the Judges, there are not enough Submissions of adequate quality. The odds of winning will depend on the number and quality of eligible entries received. The potential winner will be notified by e-mail (sent to the e-mail address provided by the entrant when entering), or using other contact information provided by the potential winner, in Sponsor's discretion. If the initial notification requires a response, the potential winner must respond to Sponsor's initial notification attempt within 72 hours with such personal and/or contact information as Sponsor may require, if any (for example, the potential winner's email address, name and/or mailing address, if not already provided in the online entry form). The potential winner is subject to verification of eligibility and may, in Sponsor's discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability or an Affirmation of Eligibility/Release of Liability, as determined by Sponsor, and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner's eligibility and confirmation of the releases and grant of rights set forth herein (as applicable, "Winner Verification Documents"), within seven days of attempted delivery of same. The potential winner may also in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within seven days of attempted delivery of same. If the potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within seven days of attempted delivery of same, or if the potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected 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. **PRIZE:** One Grand Prize(s) and one First Prize(s) will be offered. Grand Prize: The Grand Prize consists of one American Express gift card with a face value of \$500.00 USD, one signed, hardcover copy of STINETINGLERS by R.L. Stine, one STINETINGLERS themed sticker, a visit by R.L. Stine, to be conducted by videoconference (e.g. Skype, Zoom), to the Grand Prize winner's Entrant's Minor's classroom. The date and time of the visit and all other details relating to the visit will be determined by Sponsor in its discretion. The Grand Prize also consists of an opportunity for the winning Submission to be published (online or in print) in a publication to be determined by Sponsor (which will be published by someone other than Sponsor (the "Publisher")). All details relating to the publication of the Grand Prize winner's winning Submission will be determined by Sponsor in its discretion. The approximate retail value ("ARV") of the Grand Prize is \$591.99 USD. For the Grand Prize winner Entrant's Minor's classroom, one classroom set (30 copies) of STINETINGLERS by R.L. Stine will be awarded to the Entrant's Minor's classroom teacher. The ARV of the classroom teacher's prize is \$509.70 USD First Prize: The First Prize consists of one signed, hardcover copy of STINETINGLERS by R.L. Stine, one STINETINGLERS themed sticker, one classroom set (30 copies) of STINETINGLERS by R.L. Stine. The ARV of the First Prize is \$531.69 USD.

Use of gift cards is subject to issuer's terms and conditions. The aggregate ARV of all prizes is \$1,633.38 USD. The exact value will depend on where the winner resides and market conditions at the time of prize fulfillment. All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its discretion. The prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive the prize is permitted, except in the discretion of Sponsor, which has the right to substitute the prize or any component of the prize with a prize or prize component of equal or greater value selected by Sponsor in its discretion. In the event Sponsor does not provide any or all of the following prize components, Sponsor will substitute the following dollar value for entrant: a visit by R.L. Stine, to be conducted by videoconference (e.g. Skype, Zoom), to the Grand Prize winner's Entrant's Minor's classroom -- prize substitution is \$50; an opportunity for the winning Submission to be published (online or in print) -- prize substitution is \$20. The prize consists only of the item(s) expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize or any component of the prize are the responsibility of the winner. The prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

6. **GRANT OF RIGHTS:** Each Entrant's Minor will retain copyright ownership of the Submission submitted by the entrant. By entering the Contest, each entrant on behalf of entrant and the Entrant's Minor 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 world-wide license to (a) use the Entrant's Minor's and entrant's name, pen name, likeness, voice, biographical information and/or statements

attributed to the Entrant's Minor or entrant, only in connection with the Submission or part thereof or title thereof, the Contest, or works by the author R.L Stine, and (b) publish, display, reproduce, modify, edit, create derivative works of or otherwise use the entrant's Submission or derivative works, in whole or in part, for any purpose (including, without limitation for commercial use, advertising, promotion and marketing, posting on Sponsor's website and social media channels and publishing the Grand Prize winner's Submission in a publication determined by Sponsor), in all media and formats whether now or later known or developed, without further notice or compensation, and to authorize others to do so.

- 7. RELEASE AND LIMITATION OF LIABILITY:** By entering the Contest, to the fullest extent permitted by applicable law, each entrant on behalf of himself or herself, Entrant's Minor, and anyone who succeeds to entrant's or Entrant's Minor's rights and responsibilities including without limitation entrant's and Entrant's Minor's heirs, executors, administrators, personal representatives, successors, assigns, agents, and attorneys, and with respect to Entrant's Minors their parents and legal guardians (collectively the "Entrant Parties") releases Sponsor, each of Sponsor's Affiliates, Sponsor's licensees, Sponsor's authors and licensors other than Entrant Parties, the Publisher, all other companies involved in the development or operation of the Contest, the successors and assigns of each of the foregoing and the directors, officers, employees and agents of each of the foregoing (collectively, the "Released Parties") from and against any and all claims and causes of action of any kind that the entrant, Entrant's Minor and/or Entrant Parties ever had, now have or might in the future have arising out of or relating to the Contest, participation in the Contest, the use of the Website, the provision, acceptance or use of any prize or any component thereof, or any exercise by Sponsor or its licensees of any of the rights granted in Section 6 above, including without limitation any and all claims and causes of action: (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 publicity, misappropriation, defamation, 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 the laws, rules or regulations relating to personal information and data security. Each entrant on behalf of himself or herself, Entrant's Minor, and the Entrant Parties agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant on behalf of himself or herself, Entrant's Minor, and the Entrant Parties assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Contest, the use of the Website or the provision, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. 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,

Entrant's Minor or Entrant Parties, the submission, collection, storage and/or processing of entries or the administration of the Contest. The term "Affiliate" of Sponsor means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Sponsor. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, or the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interests of the entity.

- 8. GENERAL RULES:** Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Contest at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct, failure or refusal of any person or entity involved in the development or operation of the Contest (including without limitation any author) to comply with such party's obligations in connection with the Contest, failure or unavailability of the Website or other cause beyond the control of Sponsor corrupts 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 Contest is interfered with by any fire, flood, epidemic, pandemic, 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 or local law, order or regulation or court order). In the event of termination of the Contest, a notice will be posted on the Website and the Judges will select the winner in accordance with Section 4 from among all eligible entries received prior to the time of termination. Sponsor has 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 (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Contest by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsor, including,

without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question, and proof that entrant is the parent or legal guardian of Entrant's Minor. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Contest, entrants on behalf of themselves, Entrant's Minor, and to the extent permitted by law on behalf of the Entrant Parties agree to be bound by these Official Rules and the decisions of Sponsor, 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 on behalf of himself or herself, Entrant's Minor, and the Entrant Parties 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 the provision, acceptance and/or use of any prize or prize component, will 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); (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, Entrant's Minor or Entrant Party be permitted to obtain any award for, and each entrant, Entrant's Minor and Entrant Party 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, Entrant's Minor, Entrant Parties and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of New York in the United States of America 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 New York County in the State of New York, waiving any right to trial by jury, and each entrant on behalf of themselves and Entrant's Minor and each Entrant Party 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.
- 10. USE OF INFORMATION:** Personal information supplied is subject to applicable data protection laws and Sponsor's Privacy Notice at <https://us.macmillan.com/privacy-notice>. By entering the Contest, entrants acknowledge that they have read Sponsor's Privacy Notice and hereby agree to Sponsor's collection and use of their and Entrant's Minor's personal information in accordance with such laws and Privacy Notice.

11. WINNER NAME AND RULES REQUESTS: For the name(s) of the winner(s), which will be available two weeks after the conclusion of the Entry Period, or a copy of these Official Rules, send a self-addressed, stamped envelope to Stinetinglers Writing Contest, Macmillan Children's Publishing Group, 120 Broadway, FL 24, New York, NY 10271. Winner name requests must be received by Sponsor within six months after the conclusion of the Entry Period.

12. SPONSOR: Macmillan Children's Publishing Group, 120 Broadway, New York, NY 10271.

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ABBREVIATED RULES

No purchase necessary. Open only to legal residents of the 50 United States and D.C. who are age 18 or older and of the legal age of majority. Entry period begins at **9:00 AM** (ET) on **10/1/2022** and ends at **11:59 PM** ET on **10/31/2022**. Void where prohibited. For full Official Rules, visit <http://bit.ly/stinetinglerscontest>. Sponsored by Macmillan Children's Publishing Group, 120 Broadway, New York, NY 10271.