

## 2024 School Stars Promotion Contest

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE DOES NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

### Official Contest Rules

**Contest Eligibility:** The 2024 School Stars Promotion Contest (the "Contest") is open to all existing OverDrive school customers ("School Partner(s)") in the fifty (50) states of the U.S. (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions), the District of Columbia ("D.C."), Canada (excluding the Province of Quebec), and all other territories worldwide, who are eighteen (18) years of age or older as of the date of entry. If an entrant is a resident of a jurisdiction that deems him/her to be a minor, he/she must obtain parental/legal guardian consent prior to entering or submitting any personally identifiable information. Employees of OverDrive, Inc. ("Sponsor"), their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Contest, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, franchisees, affiliates, licensees, service providers, prize suppliers, any other person or entity associated with the Contest (collectively "Contest Entities") and/or members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Contest. Library, academic/higher education, and corporate library customers are not eligible.

**How to Enter the Contest:** To be eligible to enter the Contest, School Partners must submit examples to OverDrive of your promotion efforts from the 2022-23 school year (August 2022 - Present) via screen captures, photos, student testimonials, etc via the survey link at <https://survey.alchemer.com/s3/7154837/2023-School-Stars-Promotion-Contest> School Partner must submit all requested information, including full name, email, school/district name, category which they are submitting that individual entry (select from: Best Visual/Virtual Display or Bulletin Board, Best in Social Media, Best Community Engagement, Best Use of Sora in the Classroom, and Best Student-Made Submission) to receive one (1) entry in the Contest for the selected category ("Contest Entry"). No purchase is necessary to be eligible to win. By submitting this information, you confirm that you are 18 years of age or older and You agree to these Official Rules and OverDrive's Privacy Policy (<https://company.cdn.overdrive.com/policies/privacy-policy.htm>). Final eligibility for the awarding of a prize is subject to eligibility verification as set forth below. School Partners may submit one (1) Contest Entry per category, for a maximum total of up to five (5) Contest Entries per School Partner.

**Contest Description:** This Contest starts at 12:00:01 a.m. EST on February 5, 2024 and ends at 11:59:59 p.m. EST on March 29, 2024 ("Contest Period"). For all purposes of this Contest, the OverDrive's computer is the official clock. This Contest will have the following winners:

- One (1) Grand Prize winner, awarded to a Contest Entry selected by OverDrive based on the Contest Entry submitted in any of the eligible categories, in OverDrive's sole discretion; and
- Five (5) Best in Category winners, awarded to one (1) Contest Entry per category as selected by OverDrive based on the Contest Entries submitted in that respective category, in OverDrive's sole discretion; and
- Five (5) Runner Up Category winners, awarded to one (1) Contest Entry per category as selected by OverDrive based on the Contest Entries submitted in that respective category, in OverDrive's sole discretion

**Prizes/Odds of Winning:** The one (1) Grand Prize winner, five (5) Best in Category winners, and five (5) Runner Up Category winners will be awarded based on Contest Entries submitted by eligible School Partners and as selected by OverDrive in its sole discretion. The one (1) Grand Prize winner will receive twenty-five hundred dollars (\$2,500 USD) in non-refundable OverDrive Content Credit, 1,000 Sora School Stars stickers, and a School Stars Winner Poster. The five (5) Best in Category winners will each receive five hundred dollars (\$500 USD) in non-refundable OverDrive Content Credit, 100 Sora School Stars stickers, and a School Stars Winner Poster. The five (5) Runner Up Category winners will each receive two hundred and fifty dollars (\$250 USD) in non-refundable OverDrive Content Credit, 100 Sora School Stars stickers, and a School Stars Winner Poster. No cash equivalent for prizes will be available. All prizes are non-transferable.

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**Notification of Contest Winner(s):** The Contest winners will be determined by OverDrive the week of April 15, 2024. Potential Contest winners will be notified by email at the email address provided in the Contest Entry within

approximately one (1) week of the date the Contest Entry being selected as a winner. If a potential Contest winner does not respond to notification of winning within five (5) days, if it is found to be ineligible, it cannot or does not comply with these Official Rules, and/or its' prize or prize notification is returned as undeliverable, such potential Contest winner may be disqualified.

**General Conditions:** This Contest is subject to these Official Rules and all federal, state, provincial and local laws and regulations (collectively "Rules and Laws"). By entering this Contest, School Partners agree to waive any right to claim any ambiguity or error in the Official Rules of the Contest, or the Contest itself, and agree to be bound by these Official Rules and by all decisions of OverDrive, whose decisions are binding and final in all respects. Unless provided otherwise by OverDrive's privacy policies, located at <https://company.cdn.overdrive.com/policies/privacy-policy.htm>, and where permitted by law, participation and acceptance of a prize constitutes permission for OverDrive to use such School Partner entrant's first name, last initial, school name, photo, likeness, statement and voice for advertising/publicity purposes worldwide and in all forms of media (including posting on OverDrive's websites), in perpetuity, without further notice to or compensation in connection with said Contest. Any School Partner, its employees, staff, and/or volunteer staff attempting to defraud or tamper with the Contest, in the sole discretion of OverDrive, will be subject to prosecution and/or removal from the Contest and is thereby ineligible. If, for any reason, the Contest is not capable of running as originally planned, OverDrive reserves the right to cancel, suspend or modify the Contest or any portion(s) thereof in the sole discretion of OverDrive. Any depiction of prizes in Contest materials or otherwise, are for illustrative purposes only. All federal, state, local, provincial or any other taxes arising from participation in the Contest or award of any prize including, without limitation, income taxes, applicable customs fees or any other taxes are the sole responsibility of the winners. OverDrive is not responsible for delays in delivery of a prize. OverDrive is not the guarantors of any prize. The Contest may be modified, canceled or revoked at any time by OverDrive in its sole discretion. No purchase necessary to enter. Purchase does not improve School Partner's chance of winning. Void where prohibited by law.

**Disclaimers:** Any Contest Entries found not in compliance with these Official Rules will be disqualified. By entering the Contest, entrants agree and acknowledge to be bound by all applicable local, state, provincial and federal Rules and Laws. School Partners waive any rights to claim ambiguity with the Rules and Laws. OverDrive shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation in this Contest (including, but not limited to, human error; incorrect or inaccurate transcription of any Contest Entry; acceptance/possession, use/misuse, and/or defects of the prizes awarded herein; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Contest; interruption or inability to access Contest, or any online service via the internet due to hardware or software compatibility problems; any damage to School Partner's (or any third person's) computer and/or its contents related to or resulting from any part of this Contest; any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions, even if caused by the negligence of OverDrive. By entering, entrants and prize winners further agree to release, discharge, indemnify and hold harmless OverDrive from and against any and all claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting or arising, in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize or participation in the Contest or any Contest-related activity. The failure of OverDrive to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of OverDrive (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS RESIDING IN THE COUNTY OF CUYAHOGA AND THE STATE OF OHIO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

**Names of Winners/Official Rules:** The Official Rules will be available in the OverDrive Marketplace during the entire Contest Period. For an email list of the Contest winners, please contact your OverDrive Account Specialist after the Contest Period.

**Contest Sponsor:**

OverDrive, Inc. One OverDrive Way, Cleveland, Ohio 44125

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