

2024 Sora's Mascot Election Naming 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 Sora's Mascot Election Naming Contest (the "Contest") is open to entries from all OverDrive elementary and middle school customers ("OverDrive Partners") in the fifty (50) states of the U.S. (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions) and the District of Columbia ("D.C.") 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 contest 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.

How to Enter the Contest: To be eligible to enter the Contest, OverDrive Partners must submit an entry for each participating homeroom class by clicking on the survey link provided in an email newsletter and submitting a potential Sora Mascot name. 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 (<http://company.overdrive.com/privacy-policy/>) (collectively, "Entry Information"). All required Entry Information must be accurate, valid and completed in full. Each OverDrive Partner may submit up to one (1) Sora Mascot Name suggestion per homeroom class. Final eligibility for the awarding of a prize is subject to eligibility verification as set forth below.

Contest Description: This Contest starts at 12:00:01 a.m. EST on September 1, 2024 and the submission period ends at 11:59:59 p.m. EST on September 30, 2024 ("Contest Entry Period"). For all purposes of this Contest OverDrive's computer is the official clock. After the submission period ends, OverDrive shall choose a Top Five of submitted names, in OverDrive's sole discretion. There will be no prizes for being in the Top Five. The Top Five naming choices shall be placed on an OverDrive sponsored webpage, where the general public will be able to vote to determine the winner. The Voting Period shall run start at 12:00:01 a.m. EST on October 15, 2024 and ends at 11:59:59 p.m. EST on October 31, 2024. The Contest winner shall be the naming choice that receives the most votes by the end of the Voting Period. Each member of the general public can vote once.

Prizes/Odds of Winning: One (1) Contest Prize will be awarded based on the online voting. Top Five entries that do not win shall not win a prize. The Contest Prize shall be awarded to the specific homeroom that submitted the winning entry. The Contest Prize shall consist of: 1) a homeroom pizza party (one hundred fifty dollar (\$150) Pizza gift card), 2) One Sora T-shirt per student with an Approximate Retail Value ("ARV") of \$15 per shirt with a max limit of 20 shirts, 3) One custom Sora award with an ARV of \$50, 4) One social media post recognition. Odds of winning the Contest Prize depends on the total number of eligible Contest Entries received. Limit one (1) Contest Prize OverDrive Partner. OverDrive will pay all shipping and handling fees for prizes. No cash equivalent for prizes will be available. OverDrive retains all editorial rights and discretion as to the final use of a winning Contest Entry. All prizes are non-transferable.

Notification of Contest Winner(s): The Contest winners will be determined by a final voting count, as monitored by OverDrive. The winning Contest Entry shall be announced on November 1, 2024. The winner will be notified over email and highlighted on OverDrive social media accounts. . 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, OverDrive 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 <http://company.overdrive.com/privacy-policy/>, and where

permitted by law, participation and acceptance of a prize constitutes permission for OverDrive to use such OverDrive Partner entrant's school and homeroom class names 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 OverDrive 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 reserve the right to cancel, suspend or modify the Contest or any portion(s) thereof and conduct the Contest drawing, if applicable, from among all salvageable eligible Contest Entries received as of the termination date, if any, 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 OverDrive Partner's chance of winning. Void where prohibited by law.

Disclaimers: OverDrive is not responsible or liable for, and will deem ineligible, multiple Contest Entries in excess of the stated limit. 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. OverDrive 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 Entry Information; 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 OverDrive 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, (including but not limited to, in the case of Contest winners in Canada, disputes over answers to mathematical skill test questions) 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.

Contest Sponsor:

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

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