

## Tikatok Summer of Imagination Writing Contest

### OFFICIAL RULES

#### **NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**Tikatok Summer of Imagination Writing Contest** (the "**Contest**") is jointly sponsored by Tikatok LLC ("**Tikatok**"), 76 Ninth Avenue, 9<sup>th</sup> Floor, New York, NY 10011 and Barnes & Noble.com, 76 Ninth Avenue, 9<sup>th</sup> Floor, New York, NY 10011. (Tikatok and Barnes & Noble.com are sometimes referred to jointly herein as the "Sponsor" and all references to Sponsor shall, unless otherwise indicated, be deemed to include both Tikatok and Barnes & Noble.com). Entrants must submit a story no longer than 20 pages in length (includes only numbered pages) in accordance with these official contest rules ("Official Rules").

- 1. ELIGIBILITY:** Open only to legal residents of the fifty (50) United States and the District of Columbia, ages 6-14 at the time of entry with parent or legal guardian's permission to enter the Contest under the terms of these Official Rules, with a valid [tikatok.com](http://www.tikatok.com) account (multiple children in the same household may share the same [tikatok.com](http://www.tikatok.com) account). Employees of Sponsor, and its and their parent, affiliates, subsidiaries, and advertising and promotion agencies involved in this Contest, and their immediate family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each, whether or not related, are not eligible to participate in or win the Contest. Void where prohibited by law. All applicable federal, state and local laws apply.
- 2. HOW TO ENTER:** Beginning **8:01 a.m.** Eastern Time ("EDT") on **Monday, July 11, 2011** through **11:59p.m. ET** on Sunday, August 21, 2011(the "Entry Period"), log on to [www.tikatok.com](http://www.tikatok.com), click on the Contest link and follow the on-screen entry instructions to complete and submit your entry. Information required for entry includes a signed permission form from a parent or legal guardian, including date of birth of child or student ("Entry Information"), and a 1-20 page original story (the "Book"). **Book File specifications:** each Book must be in English and no more than 20 pages in length, (excluding cover art, title page, and dedication page), and must include original artwork, photographs, illustrations, images submitted in JPEG format or sponsored provided clip art. Your Entry Information and Book will together constitute one (1) entry ("Entry") into the Contest. Your Entry will not be acknowledged or returned. In order to enter the Contest, you must have a valid Tikatok account. If you do not have a valid account, please follow the prompts on [tikatok.com](http://tikatok.com) to create an account for free. Entries must be received by **11:59 p.m. ET** on **August 21, 2011**. By entering the Contest, each entrant grants Sponsor a non-exclusive, royalty-free, irrevocable right to reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, feature and otherwise use the Book, without restriction and without compensation, notification, or additional consent from entrant or any third party. Entrant warrants that it has the sole and exclusive right to grant such rights to Sponsor, and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Book will not infringe on any rights of third parties, including, but not limited to, copyright, trademark, privacy, or publicity rights, or create claims for breach of contract, anywhere in the world. Entrant agrees that Sponsor shall have no obligation to copy, publish, display, or otherwise exploit the Book. The Book must not include materials (language, phrases, quotations, artwork, etc.) belonging to or copyrighted by third parties. Any such Book will be disqualified. The Book must not have been previously published or otherwise exhibited. The Book must not contain any material that infringes upon any personal, proprietary, or any other right of any third party. The Book must not contain any obscene or otherwise objectionable material (as determined by Sponsor within its sole discretion). The Book must not contain any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation. The Book must not contain any material

that: (a) would give or threaten to give rise to criminal or civil liability; (b) encourages conduct that constitutes a criminal offense; (c) encourages or provides instructional information about illegal activities or (d) references any brand name products. Entrant acknowledges that entrant will not receive any compensation of any kind for its Entry. Entries generated by script, macro or other automated means are void, as are Entries that are illegible, garbled, incomplete or that contain errors. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply.

3. **JUDGING CRITERIA:** Each Entry will be judged by a panel of qualified judges associated with B&N's Expert Circle ("Judges"), including Jenn Berman, M.F.T., Psy.D., author of *SuperBaby* and *Rockin' Babies*, Ellen Booth Church, author of *Literacy-Building Transition Activities*, and Jackie Silberg, author of *Baby Smarts*, *12 Brain Games for Babies*. Judges will evaluate each Entry according to the following equally weighted criteria: (1) creativity and originality, (2) quality of artwork, (3) compatibility of text and illustrations, (4) clear presentation of idea or story, and (5) accuracy of spelling and grammar. Entries will be categorized by age: (1) Ages 6-8 years old, (2) Ages 9-11 years old and (3) Ages 12-14 years old. The three (3) Entries with the highest overall score in each age category will be declared the "Grand Prize Winner," "2nd Place Winner" and "3rd Place Winner," respectively. In the event any potential Winner is disqualified for any reason, the entrant with the next highest total score in the pool of entrants who have submitted valid Entries will be chosen as the Winner. In the event that no Entries are received, no prize will be awarded. Sponsor reserves the right to not select a Winner, or to extend the Entry Period if in its sole discretion it does not receive a sufficient number of eligible and qualified Entries. The decision of Sponsor in this matter is final and binding.
4. **WINNER NOTIFICATION/ VALIDATION:** The potential Winner will be notified by e-mail by **September 21, 2011** and Winner's parent or legal guardian may be required to execute and return an Affidavit of Eligibility/Release of Liability/Publicity form (where legal) within seven (7) days of date of attempted notification. Noncompliance within this time period, or with these Official Rules, or the return of any prize/prize notification may result in disqualification and, at Sponsor's discretion, time period permitted, an alternate potential Winner may be selected. Winners' Book may be posted on **www.tikatok.com**. Prizes will be fulfilled approximately 4-6 weeks after winner validation. Any Winner later determined to be ineligible may be required to return his/her prize.
5. **PRIZES:** prizes will be awarded in each age category: three (3) Grand Prize Winners will meet Peter Lerangis, one of the authors of the bestselling adventure series *The 39 Clues*®, in New York City, including round trip airfare for each Grand Prize winner and one (1) guest, ground transfer from airport in New York to hotel, a two night standard hotel accommodation (based on one room double occupancy) at hotel of Sponsor's choosing, one NOOK Color, a published hardcover copy of their winning book, and a \$500 Barnes & Noble Gift Card (Approximate Retail Value (\$5,176.00)\*;

Three (3) 2<sup>nd</sup> Place winners will each receive a \$100 Barnes & Noble Gift Card, a published hardcover copy of their winning book and a \$50 Tikatok.com Gift Card (ARV: \$170.00);

Three (3) 3<sup>rd</sup> Place winners will each receive a \$50 Barnes & Noble Gift Card, a published hardcopy of their published book and a \$25 Tikatok.com Gift Card (ARV: \$95.00)

Total approximate retail value of all prizes: \$16,323.00.

No transfer, substitution or cash redemption will be awarded, except Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion, if any

advertised item becomes unavailable. All prize details are at the sole discretion of the Sponsor. If the Winner cannot accept the prize as stated, prize will be forfeited and at Sponsor's discretion, an alternate Winner may be selected. The Winner is solely responsible for any and all federal, state, and local taxes or any other expenses in connection with the acceptance, receipt and/or use of any prize awarded.

\*Actual value will depend on point of departure and any airfare fluctuations. If winner lives in close proximity to selected destination, ground transportation may be substituted for air in Sponsor's discretion. Any difference in actual value of prize from announced value due to fluctuations, timing, point of departure or mode of travel will not be awarded. Travel must be completed between September 30, 2011 and October 2, 2011. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates. Once booked, no change, extension, or substitution of trip dates is permitted, except by Sponsor at its sole discretion. Tickets are non-refundable and not redeemable for cash or credit. Tickets may not be sold to a third party. The Winner and their guest are responsible for obtaining all necessary and required travel documentation. Both the Winner and their guest must be of legal age of majority in his/her state of residence (and at least 18 years of age), unless accompanied by a parent or legal guardian. Each Winner (or, if a minor, his/her parent or legal guardian) must execute and return an affidavit of liability/publicity prior to ticketing. Winner and guests must travel together on the same itinerary and are responsible for obtaining all travel documents required by airline. Seat locations will be determined by Sponsor. Tickets are subject to certain terms and conditions as specified by issuer. Travel arrangements must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Certain travel restrictions and blackout dates may apply. All travel expenses not described herein as being awarded, including, but not limited to, incidental hotel expenses, ground transportation, meals, gratuities, souvenirs, and any other costs and expenses while on trip not mentioned herein as being awarded are the sole responsibility of the Winner. Each guest (or, if a minor, his/her parent or legal guardian) may be required to present a major credit card upon hotel check-in to cover any incidental expenses. If for any reason any portion of the Prize does not occur, such portion will be forfeited with no compensation being paid in exchange therefore. No substitution or transfer of prize except in sponsor's sole discretion; if any advertised prize becomes unavailable, Sponsor may award a substitute of comparable value.

- 6. GENERAL RULES:** Acceptance of prize constitutes permission for the Sponsor and its designees to use Winner's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, entrant (i) agrees to release and hold Sponsor, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the Contest or misuse, nonuse or use of any prize; (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released Parties are not responsible for incomplete, lost, late, damaged, inaccurate, illegible, misdirected, garbled, delayed or undelivered Entries; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. Sponsor reserves the right in its sole discretion, to cancel, suspend or modify the Contest, or to disqualify any implicated entrant(s), (and their Entries) if any fraud, virus, actions by entrants, technical or other error or problem, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the

Contest, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to award the prize in a random drawing from among all eligible, non-suspect Entries received up to the time of the event or action warranting such cancellation. In the event this Contest is cancelled prior to the stated end date, a notice will be posted at [www.tikatok.com/writingcontest](http://www.tikatok.com/writingcontest). CAUTION: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Contest, including, without limitation, errors which may occur in the administration of the Contest, the processing of Entries, the announcement of the prize or in any Contest-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest.

7. **WINNERS' NAME:** For the names of the Winners, available after October 10, 2011 send a self-addressed, stamped envelope to: Tikatok Summer of Imagination Writing Contest, 76 Ninth Avenue, 9<sup>th</sup> Floor, New York, NY 10011, to be received by April 10, 2012.
8. **NO WARRANTIES:** Sponsor makes no warranties regarding any of the prizes furnished as part of this Contest.
9. **PRIVACY:** Any information submitted to Sponsor, including all Entries will be governed by the terms of [Tikatok's User Agreement](#) and [Privacy Policy](#)
10. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any entrant, Sponsor, and/or any of the Released Parties shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of New York. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within the State of New York, County of New York. The parties consent to the jurisdiction of the state and federal courts of New York with respect to any action, dispute, or other matter pertaining to or arising out of this Contest.