



## **FOLLETT HIGHER EDUCATION GROUP, LLC'S HBCU AND BLACK HISTORY MONTH T-SHIRT DESIGN CONTEST RULES**

### **NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE.**

Follett Higher Education Group, LLC ("Follett") is offering participants a chance to win \$1,000 in the "HBCU and Black History Month T-Shirt Design Contest" (the "Contest"). The Contest is governed by these Rules and any individual who enters, attempts to enter, or in any way participates or attempts to participate in the Contest ("Participant") agrees to be bound by the terms and conditions set forth in these Rules, as well as by all interpretations of these Rules by Follett and by all other decisions of Follett which are final and binding in all matters relating to the Contest.

### **NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

### **APPLICABLE LAW (VOID WHERE PROHIBITED):**

The Contest is subject to and governed by applicable federal, state, and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

### **CONTEST SPONSOR:**

The sponsor of the Contest is Follett Higher Education Group, LLC (the "Sponsor").

### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Follett reserves the right to cancel, terminate, modify, or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, computer virus, "bugs", tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. The decision of Follett to cancel, terminate, modify, or suspend Contest shall be final in all respects.

### **ELIGIBILITY:**

**Geographical and Age Requirements:** Unless otherwise specified, participation in the Contest is open to any individual who, at the time of entry, is: (1) at least 18 years of age or older and (2) currently enrolled as a student at a Historically Black College or University ("HBCU") with a Follett-managed bookstore on campus.

**Contest Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, volunteers, contractors and agents of Follett, and any other entity involved in the sponsorship, development, production, implementation and distribution of the Contest as well as their respective parent companies, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

## **HOW TO ENTER:**

**Entry Period:** The Contest begins at 12:00:01 AM Central Standard Time on May 6, 2024 and ends at 11:59:59 PM Central Standard Time on September 17, 2024 (the “Entry Period”).

**How To Enter:** To enter, during the Entry Period, eligible Participants may submit one entry for the Contest to [Contest@follett.com](mailto:Contest@follett.com). The entry must contain the Participant’s Name, Date of Birth, Mailing Address, Contact Phone Number (including area code) and Email Address as well as no more than one T-Shirt design for each subject matter (“Design”): (1) Celebrating HBCUs and (2) Celebrating Black History Month (i.e. no more than a total of two submitted Designs). Each entry must specify which subject matter each design is submitted for.

Design submissions must be consistent with the technical requirements set forth below. In the event of any dispute, the holder of the email account identified with the entry will be deemed to be the Participant.

**Inappropriate and Ineligible Design Content:** Designs must be: (1) entirely original and created by the Participant and (2) not infringe upon or violate any person's or entity's rights (*e.g.* intellectual property rights, rights of publicity and rights of privacy).

Designs may not feature, reference or contain any unlawful, libelous, insensitive, threatening, defamatory, obscene, vulgar, pornographic, abusive or profane materials. Designs also may not feature, reference or contain tobacco, alcohol, drugs, rebel flags, sexual connotations or other material deemed to be potentially inflammatory by Follett (in Follett's sole discretion). Designs may not feature school branding or historical figures. Designs that have been previously used in any commercial manner (*e.g.* offered for sale) are not eligible for this Contest.

Designs that do not comply with the above or these Rules or that otherwise contain prohibited or inappropriate content as determined by Follett, in its sole discretion, will be disqualified and ineligible to win.

## **Technical Requirements:**

1. **File Format:** Submit designs in a vector-based format. Acceptable formats include AI (Adobe Illustrator), EPS (Encapsulated PostScript), SVG (Scalable Vector Graphics), or PDF (Portable Document Format) with vector elements.

2. **No Raster Images:** Avoid submitting designs with raster images embedded within them (e.g., JPG, PNG). Instead, utilize vector graphics for all elements of the design to ensure scalability without loss of quality.
3. **Color Limitation:** Limit the color palette to a maximum of five colors. This restriction helps streamline the production process and ensures consistency in printing or implementation across various mediums.
4. **Color Specifications:** Provide specific color codes or Pantone (PMS) references for each color used in the design. This ensures accurate color reproduction and consistency across different platforms and materials.
5. **Font Usage:** If the design includes text, outline or embed the fonts used to prevent any compatibility issues. Alternatively, provide font specifications including font name, style, and size.
6. **File Organization:** Organize the design files logically and clearly label each element or layer for easy identification. This helps streamline the review process and facilitates any necessary revisions.
7. **Clear Instructions:** Include any additional instructions or notes relevant to the design, such as preferred placement, orientation, or any specific production requirements.
8. **Proofread and Review:** Before submission, thoroughly proofread the design for any errors or inconsistencies. It's also beneficial to review the design against the provided guidelines to ensure compliance.

**Group Participation:** If any group of individuals elects to collaborate on a Design, they are required to designate one (1) representative to enter the Contest and accept the prize on behalf of the group. Follett is not liable for any disputes between collaborators related to a Design. In the event of a dispute, the holder of the social media account identified with the entry will be deemed to be the Participant.

**Multiple Designs:** Each eligible Participant is limited to one Design per subject matter (HBCU or Black History Month). Participants found to have submitted multiple entries will be disqualified.

**Design Transfer of Ownership and License:** Once a Design is uploaded, the Design is final and may not be modified or edited without permission from Follett. Additionally, Participant agrees that upon transmittal to Follett, all license and/or ownership rights as set forth in these Rules become effective.

**Disclaimer of Responsibility for Entries:** Follett is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Follett.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Follett, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and may be subject to criminal prosecution.

**Acceptance of Rules:** By submitting an entry for this Contest, Participant affirms that they have read and accepted these Rules. Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by Participants at the time of the entry, and with these Rules.

**PRIVACY:**

By entering and providing the required entry information, you acknowledge that Follett may also send you information, samples or special offers (“Promotional Materials”) they believe may be of interest to you about their products, services or other complementary goods offered by Follett, or other companies they may carefully select. Information collected from Participants is subject to Follett's Privacy Policy. **You may prevent Follett sending you Promotional Materials or sharing your information by either: (a) not entering the Contest or (b) opting out upon receipt of any Promotional Materials.**

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of Follett, Follett is not responsible for any problems which affect or result from participation or attempted participation in the Contest, including, but not limited to the following:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Identity theft;
5. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
6. Network hackers or other unauthorized access to Follett's computer network;
7. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
8. Printing errors;
9. Electronic or technical difficulties;
10. Equipment malfunctions; and

11. Late, misdirected or lost entries.

**JUDGING CRITERIA/WINNER SELECTION:**

All eligible entries will be judged by a panel of Follett staff ("Panel"). The Panel will judge the Designs based upon the following criteria:

- Design and Aesthetic
- Creativity and Originality
- Potential Commercial Appeal
- Ability to be executed physically on Apparel/Accessories to be sold in Follett Stores and eFollett bookstore websites

The Panel will select two designs Celebrating HBCU and/or Celebrating Black History Month.. Winners will be notified by email on approximately October 15, 2024.

**PRIZES AND WINNER SELECTION:**

Each Winner will receive:

- \$1,000 (paid by check or wire transfer).
- Their Design on T-Shirts sold online and in HBCU stores.
- Notoriety in various marketing efforts promoting their Design.
- A story about them and/or their Design in Follett's B2C and B2B Black History Month 2025 marketing program.

No transfer, assignment or substitution of the prize is permitted, except that Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event the advertised prize is unavailable. No substitution or cash equivalent will be made.

**TAXES:**

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. The Prize has an ARV of \$901.95.

**ODDS OF WINNING:**

The odds of winning will depend on the number of eligible entries received.

**HOW TO CLAIM A PRIZE:**

**Prerequisites to Prize Award:** Prior to receiving the prize, the winner will be required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Follett reserves the right to deny awarding the Prize if the winner fails to provide satisfactory identification, as determined in Follett's sole discretion.

Unless Follett decides otherwise, the winner is required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before the Prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the Prize.

**Claiming the Prize:** Follett will initially send, via mail or electronic mail, the winner any required documents which need to be completed along with a return, pre-paid overnight delivery air bill (or pre-paid postage authorization). The winner must execute and return the completed forms within five (5) business days of receipt of the forms. Failure to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the Prize.

**Prize Forfeiture:** Where the winner is found to be ineligible or to have violated any Rules or if Follett is unable to contact a winner within thirty (30) days after selection for any reason, the Prize may be forfeited. Any such forfeiture decision will be made solely by Follett. Follett reserves the right, in its sole discretion, to award unclaimed prizes to alternate Participants or not to award the unclaimed prizes.

#### **WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to the Contest Entities that they: (i) meet the eligibility requirements at the time of entry; (ii) will not violate the Design and entry criteria; (iii) agree to abide and be bound by these Rules and by all applicable laws and regulations, and the decisions of Follett; (iv) waive any rights to claim ambiguity with respect to these Rules; and (v) are (in conjunction with any collaborators) the sole creator and owner of the Design and Design content and that any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person or entity (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy).

#### **RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, Participant agrees to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Follett Higher Education Group, LLC and any other of the Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, volunteers, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the Released Parties), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death,

injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, Participant agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or any third party has or might have for any death, injury, damage arising out of, involving or relating to Participant's participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

### **PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Follett and the other Contest Entities (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on their website, in photographs, video recordings, digital images, audio recordings, publications, newsletters, news releases, promotional or other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Follett and/or the Released Parties deem proper. Such reference and discussion may include (but not be limited to) Participant's name and other personal/biographical material.

### **LICENSE AND TRANSFER OF OWNERSHIP RIGHTS:**

By entering and otherwise participating in the Contest, Participant irrevocably grants to Follett the perpetual right and license, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available and otherwise use the Design and associated content, without payment or any compensation (i.e. royalty-free) to Participant. This irrevocable, perpetual license applies perpetually throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, radio and television broadcasts, internet, cable and satellite transmissions, and print and other publications. Designs may be used by any Contest Entity for any purpose whatsoever, including commercial and fundraising purposes, without additional compensation to the Participant or any other individual or entity.

### **DISQUALIFICATION:**

Participant agrees to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Follett, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, Follett RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Follett reserves the right in its sole discretion to supplement or make changes to these Rules at any time without notice. Follett reserves the right in its sole discretion to interpret the Rules, and such interpretation shall be binding upon all participants.

**GOVERNING LAW AND JURISDICTION:**

This Contest shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflict of laws principles. By entering the Contest, Participants hereby submit to the exclusive jurisdiction and venue of the federal and state court(s) residing in DuPage County, Illinois and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Contest.

**CLASS ACTION WAIVER:**

**PARTICIPANT WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE RELEASED PARTIES AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY.**

**TO THE EXTENT PARTICIPANT IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST A RELEASED PARTY, PARTICIPANT AGREES THAT: (I) PARTICIPANT SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION; AND (II) IF PARTICIPANT INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS THEY WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.**

**GENERAL RULES/LIST OF WINNERS:**

Copies of these Rules may be obtained by sending a self-addressed stamped envelope to: HBCU and Black History Month T-Shirt Design Contest Rules, Follett Higher Education Group, LLC, 3 Westbrook Corporate Center, Suite 900 Westchester, IL 60154, or by visiting <https://go.follett.com/hbcu-design-contest>



For a list of the Contest winner(s) send a self-addressed, stamped envelope to: HBCU and Black History Month T-Shirt Design Contest Winners List, Follett Higher Education Group, LLC, 3 Westbrook Corporate Center, Suite 900 Westchester, IL 60154, or by visiting <https://go.follett.com/hbcu-design-contest>

**CONTEST SPONSOR CONTACT INFORMATION:**

Follett Higher Education Group, LLC  
3 Westbrook Corporate Center, Suite 900  
Westchester, IL 60154