

## CENGAGE “FREEDOM TO READ LARGE PRINT GIVEAWAY” SWEEPSTAKES

### OFFICIAL RULES AND CONDITIONS

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING.**

**THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.**

#### **THE SWEEPSTAKES**

Cengage Learning, Inc. (together with its affiliates, “**Cengage**” or “**Sponsor**”) is a leading provider of innovative teaching, learning and research solutions for the academic, professional and library markets worldwide. Cengage’s products and services are designed to foster academic excellence and professional development, increase student engagement, improve learning outcomes and deliver authoritative information to people whenever and wherever they need it. Cengage is researching the latest market trends and how its products are performing. The Sweepstakes invites entrants (“**You**” or “**Entrant**”) to complete a form to assist Cengage with such research. An Entrant may also enter the Sweepstakes by submitting an alternative method of entry in compliance with the requirements set forth below.

#### **ELIGIBILITY**

The CENGAGE “FREEDOM TO READ LARGE PRINT GIVEAWAY” SWEEPSTAKES (the “**Sweepstakes**”) in accordance with these Official Rules and Conditions (the “**Official Rules**”) is open only to legal residents of the United States who are the age of majority or older in their state of residence (19+ in AL and NE, 18+ in all other states) as of the date of entry, except where prohibited by law, and specifically excluding any other territories, possessions and/or dependencies of the United States, who have received notice to participate in a Cengage sweepstakes. Verification of your age may be required at the time you submit your entry or if selected as a potential winner. Employees, directors, officers or agents of Cengage Learning Inc. or their affiliates and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above are prohibited from entering the Sweepstakes. No purchase is necessary to enter the Sweepstakes. The Sweepstakes and eligibility are subject to all applicable federal, state and local laws and may be void where prohibited by law.

#### **ENTRY PERIOD**

The Sweepstakes entry period begins **September 16, 2024 at 10:00 A.M. (ET)** and ends on **October 15, 2024, at 8:00 P.M (ET)** (the “**Entry Period**”).

#### **HOW TO ENTER**

One entry per person, per household, per email invitation, during the Entry Period (each, an “**Entry**”, and collectively, “**Entries**”). **YOU ARE ONLY ELIGIBLE TO ENTER THE SWEEPSTAKES**

**DURING THE ENTRY PERIOD, DEFINED ABOVE. IF MORE THAN ONE ENTRY INTO THE DRAWING IS RECEIVED FROM THE SAME PERSON OR FROM THE SAME EMAIL OR POSTAL ADDRESS, SAID PERSON OR EMAIL OR POSTAL ADDRESS MAY BE DISQUALIFIED, IN SPONSOR'S SOLE DISCRETION.** You may enter the Sweepstakes using the following method(s):

**ONLINE ENTRY:** If Sponsor invites you to complete a form associated with the Sweepstakes, you must follow the link to the form website and complete the form online. You must complete all questions provided, complete all required fields, and then submit the form. You will then be entered into the Sweepstakes. **FAILURE TO COMPLETE THE FORM IN ITS ENTIRETY AND/OR SUBMIT THE FORM WILL EXCLUDE YOU FROM ENTRY INTO THE SWEEPSTAKES.** The length of time required to complete the form will be approximately 5 minutes.

**ALTERNATE METHOD OF ENTRY:** You may enter the Sweepstakes by emailing (in the following order) your full name, street address, city, state, zip code, telephone number, and email address to: [carrie.willis@cengage.com](mailto:carrie.willis@cengage.com) with the subject line **CENGAGE "FREEDOM TO READ LARGE PRINT GIVEAWAY" SWEEPSTAKES, Alternate Entry.** Alternate Method of Entries must be received within the Entry Period. Each email will be deemed an Entry.

Sponsor shall notify you by email, telephone, regular mail or overnight mail if you are a potential winner.

You are not a winner until your prize claim is validated and you receive official written notification from Sponsor. All Entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received or do not otherwise comply with these Official Rules will not be entered into the Sweepstakes.

#### **DRAWING**

A random drawing shall be conducted after the Entry Period has ended on **October 25, 2024, at 3:30 P.M. (ET).** There will be one (1) winner selected from the eligible Entries (each, a "Winner" and collectively, "Winners"). There will be one drawing. The drawing shall be conducted by Sponsor whose decisions on all matters pertaining to the Sweepstakes are final and binding on all Entrants without right of appeal. Answers to the form shall have no effect on your ability to participate and win.

#### **PRIZES APPROXIMATE VALUE**

There will be a maximum of one (1) prize awarded: Each prize will consist of \$250.00 USD worth of large print books to be delivered by mail within ten (10) days after Sponsor's receipt of the Winner's Documents (hereafter defined), and determination that the potential Winner is eligible and in compliance with these Official Rules. Arrangements for delivery of prize shall be made after validation of the Winner. **LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD PER SWEEPSTAKES.**

The total approximate retail value of all prizes available in the Sweepstakes is \$250.00 USD. The prize is non-transferable and must be accepted AS-IS. No substitution, cash redemption or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If the advertised prize cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value.

Use of gift cards is subject to the terms, conditions, and policies of the issuer.

All federal, state, municipal and local taxes, and all expenses associated with receipt or use of a prize, are the sole responsibility of Winner. Winner may receive an IRS Form 1099 for the retail value of the prize if legally required, and in that instance will be required to provide Sponsor with Winner's social security number for purposes of same.

**CENGAGE IS COMMITTED TO THE HIGHEST STANDARDS OF ETHICAL CONDUCT AND COMPLIANCE. BY ENTERING THESE SWEEPSTAKES, YOU CONFIRM THAT IT IS PERMISSIBLE UNDER APPLICABLE LAWS AND POLICIES FOR YOU AND/OR YOUR ORGANIZATION TO ACCEPT THE OUTLINED BENEFITS FROM CENGAGE.**

#### **NOTIFICATION OF THE WINNER(S)**

Each potential Winner will be notified of his or her prize by email and may be required to sign an affidavit of eligibility, a liability and publicity release, and such other documentation as Cengage may require within fifteen (15) business days of notification, including without limitation a W-9 tax form and other tax related documents, (collectively, the "**Winner's Documents**"). If a Winner does not return all such requested Winner's Documents within such time period, the potential Winner forfeits any right to the prize. Only one prize per person.

Each Winner must claim his or her prize and submit the Winner's Documents within fifteen (15) business days of notification. If a prize notification is returned undeliverable, or the Winner's Documents are not returned within the allowed time period, or the potential Winner is found to be ineligible or not in compliance with these Official Rules, the potential Winner will forfeit all rights to the prize and shall be disqualified; any unclaimed prizes will not be awarded; and Sponsor in its sole discretion may take any other actions it deems appropriate.

The odds of winning a prize are contingent upon the number of Entries meeting the submission requirements.

#### **ADDITIONAL TERMS AND RULES**

**SUBJECT TO ALL APPLICABLE FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS AND REGULATIONS.** By entering or participating in the Sweepstakes, Entrants agree to be bound by these Official Rules. Sponsor assumes no responsibility for electronic, hardware, programming or software malfunctions, or failures, internet or network connections, accessibility or availability, technical failures of any kind, unauthorized human intervention, the incorrect or inaccurate capture of any Entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by

you or other Entrants, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable lines, or network connections or hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (4) technical or human error, which may occur in the administration of the Sweepstakes or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use or misuse of any prize. Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete or postage due mail or Entries. Proof of submission is not proof of receipt of an Entry by the Sponsor. Sponsor is not responsible for late, incomplete, incomprehensible, invalid technically incompatible or corrupt, or misdirected Entries, all of which are void. Sponsor is not responsible for damage to Entries that occurs during the process of uploading or storage and makes no warranties as to the integrity, availability or functionality of any systems at the time of Entry or at any time.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process, operation of the Sweepstakes, or acting in violation of the Official Rules in an unsportsmanlike or disruptive manner. If, for any reason, the Sweepstakes is not capable of running, as planned, by reason of infection by virus, worms, tampering, or other unauthorized technical or human intervention, fraud, technical or mechanical failures, or any other causes which, in the sole evaluation of Sponsor, may compromise the administration, security, fairness or integrity of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and select the Winners of the Sweepstakes, from the legitimate Entries received prior to the action taken, or in other such manner as deemed fair and appropriate by Sponsor, as allowed by law. **CAUTION AND WARNING: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR TO UNDERMINE THE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### WAIVER

**BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM**

**FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF; AND (5) ENTRANTS, BY PARTICIPATING IN THE SWEEPSTAKES, HEREBY WAIVE AND RELEASE, AND AGREE TO HOLD HARMLESS SPONSOR, ITS PROMOTIONS AND ADVERTISING AGENCIES, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, ADVERTISING AND PROMOTIONS AGENCIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST, ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION WHATSOEVER THAT THEY MAY HAVE, OR WHICH MAY ARISE, AGAINST ANY OF THEM FOR ANY LIABILITY, RESULTING INJURY OR LOSS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.**

#### **GOVERNING LAW**

**ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, 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, WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND EACH ENTRANT CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION OVER HIM OR HER BY ANY SUCH COURTS FOR PURPOSES OF ANY SUCH ACTION OR PROCEEDING. NO ENTRANT WILL BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. EACH ENTRANT FURTHER AGREES THAT ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES OR COSTS.**

If any provision of these Official Rules shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and such illegal, invalid, or unenforceable provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law. Variations in the form of defined terms used in the Sweepstakes are included in the defined terms. Unless the context otherwise requires, the term "or" is used in its exclusive sense ("and/or").

The terms of these Official Rules shall be binding on each Entrant, his/her legal representative, heirs, beneficiaries, executors, successors and/or assigns.

## **PERSONAL INFORMATION and PRIVACY STATEMENT**

Personal information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner, fulfill the prize, and in Sponsor's business relationship with you. Please review Sponsor's privacy notice accessible on its website at <http://www.cengage.com/privacy>. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

## **SOCIAL MEDIA DISCLOSURE**

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, YouTube, Google or any other social media, mobile application, over-the-top application, or similar platform where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. You understand that all information is being provided to Sweepstakes and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with terms and conditions of those social media platforms.

## **WINNER'S LIST**

The names of the winners will be available after October 25, 2024, and can be obtained by emailing a request to [carrie.willis@cengage.com](mailto:carrie.willis@cengage.com) with the subject line **CENGAGE "FREEDOM TO READ LARGE PRINT GIVEAWAY" SWEEPSTAKES**.

## **SPONSOR AND ADMINISTRATOR**

*Cengage Learning, Inc.*

*Carrie Willis*

*[carrie.willis@cengage.com](mailto:carrie.willis@cengage.com)*