

# Barnes & Noble My Favorite Teacher Contest Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED.**

**ELIGIBILITY:** The Barnes & Noble My Favorite Teacher Contest (the "Contest") begins September 12, 2011, at 12:00:00 a.m. EST and ends March 1, 2012, at 11:59:59 p.m. EST (the "Contest Period"). Only students enrolled in Grades 1 through 12, and active teachers employed in elementary, middle, or high schools located in the United States (each an "Eligible School") and who are legally residing in the U.S. throughout the Contest Period are eligible to participate. Employees of Barnes & Noble, Inc. ("Sponsor"); its parent companies, subsidiaries, divisions, affiliates, suppliers, brokers, printers, distributors, and advertising, promotional, and judging agencies; any other entities affiliated with the administration of the Contest; the immediate family members (parent, child, sibling, spouse) of each such person; and persons living in the same household as such person (whether related or not) are not eligible to submit entries or win a prize. Eligibility may be verified by Sponsor at any time. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**HOW TO ENTER YOUR TEACHER FOR CONSIDERATION:** To have your favorite teacher considered for selection as "The Barnes & Noble Teacher of the Year," submit a complete entry (an "Entry") that consists of (i) an original essay, poem, or thank-you letter sharing how that teacher has influenced your life and why you appreciate and admire that teacher, and (ii) a completed official submission form that contains all requested personal information. The essays, poems, and/or thank-you letters must be typed in the English language on 8.5 x 11 inch paper and not exceed 500 words. All submissions must be signed by each student's parent or legal guardian, who must acknowledge that they have read all terms and conditions and consent to the collection of such child's personal information. Official submission forms may be obtained from Barnes & Noble locations and certain schools or may be printed from [www.BN.COM/myfavoriteteacher](http://www.BN.COM/myfavoriteteacher). Entries may be submitted by mail postmarked or delivered in person by March 1, 2012, to any Barnes & Noble retail outlet near your residence (a complete list of stores is available at <http://store-locator.barnesandnoble.com>). Each student may submit only one entry. Entrant represents and warrants that his/her Entry is 100% the original work of the entrant produced for this Contest, is truthful, and has not been previously published or entered in or won previous contests or awards. All Entries are subject to verification by Sponsor, all Entries become the property of Sponsor, and none will be returned or acknowledged.

**SELECTION OF WINNER:** All entries received at each Barnes & Noble retail store will be judged by a qualified panel of judges, which may include or be comprised solely of representatives of the Sponsor, based upon the following criteria: compelling nature of teacher's inspiring qualities (50%), sincerity of student's appreciation (25%), and the quality of expression and writing (25%). The winning teachers for each store will be the teacher who is the subject of the Entry with the highest score in each category (grades 1-5, 6-8, 9-12). The entries for the winning teachers from each store will be judged again by a separate panel of judges to determine the Regional winners. Those six regional winning essays will be judged by a separate panel of judges to determine the "Barnes & Noble Teacher of the Year." All panels will judge the entries using the same criteria set forth above. The winning teachers for the regional and national "Barnes & Noble Teacher of the Year" will be the teacher who is the subject of the Entry with the highest score. In the event of a tie at any stage of the Contest, the tiebreaker will be based upon the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed, to break the tie. The decisions of the judges will be final and binding on all matters relating to this Contest. Local store winners will be notified on or about March 31, 2012, the regional winners on or about April 7, 2012, and the national "Teacher of the Year" winner on or about May 2, 2012, by email, telephone, and/or express mail. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

**PRIZES: Students:** The students who author the winning essays, poems, or thank-you letters for each store will receive a certificate of recognition and will be honored at their local store during a ceremony for the winning teachers from their schools. **Teachers:** The winning teachers from each store will be recognized at a special event at a local Barnes & Noble location and each will receive a special award acknowledging their achievement, together with a selection of Barnes & Noble Leatherbound Classics series (for high school teachers) or a set of five (5) Classic Starts® series (for grades 1-5 and grades 6-8 teachers). The six regional winners will each receive a NOOK™ eBook Reader and a \$500 Barnes & Noble Gift Card. The winner of the "Barnes & Noble Teacher of the Year" award (the "Grand Prize") will receive \$5,000 and will be recognized at a special event at a store near their residence. The Eligible School at which the Grand Prize winner worked at the time of the Entry submission will receive \$5,000 as well. Sponsor is not responsible for canceled, delayed, suspended, or rescheduled events beyond its control. The "Barnes & Noble Teacher of the Year" will also receive five copies of the winning essay published in hardcover by Tikitok.com, the site where students create and publish their own books, and a \$250 Tikitok Gift Card that will allow the teacher to publish select stories written by students in their class. Any portion of this prize not accepted by Grand Prize winner or an Eligible School will be forfeited. A media release will announce the national winner and the contributions that led to him or her being recognized. Prize is non-transferable and no cash equivalent or substitution of Grand Prize is offered, except at the sole discretion of the Sponsor. Approximate Retail Value of each Local Prize: \$58 for high school teachers and \$37.50 for elementary and middle school teachers prize. Approximate Retail Value of each Regional Prize: \$650. Approximate Retail Value of the Grand Prize: \$10,000.

**GENERAL TERMS & CONDITIONS:** All potential winners (students and teachers) from a store or of the regional or Grand Prize must execute and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible) within ten (10) days of receipt of notification or their prize will be forfeited. If the Affidavit of Eligibility and Liability/Publicity Release is not timely returned or if any prize notification is returned as undeliverable, the applicable prize will be forfeited and awarded to an alternate winner with the next highest score. By submitting an Entry, entrants agree to these Official Rules, which are final and binding in all respects. Submission of an Entry grants Sponsor and its agents the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, re-format, translate, sublicense, copy, modify, delete, enhance, display, archive, publish, perform, disclose, transmit, broadcast, post, create derivative works of, sell, and distribute the Entry, together with your name, voice, image, photograph, likeness, and other identifying information, in whole or in part worldwide and/or to incorporate such Entry in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such Entry for any purposes whatsoever including, without limitation, developing, manufacturing, and marketing products using such Entry. Subject to this grant, you retain any and all rights which may exist in such Entry. You hereby waive any moral rights you may have in and to any Entry, even if such material is altered or changed in a manner not agreeable to you. Winner or an Eligible School (as applicable) is solely responsible for any local, state, or federal taxes on any prize. Contest is subject to all federal, state, and local laws and restrictions. If, for any reason, this Contest is not capable of running as planned by any cause which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, or if due to any technical, production, or other error, more prizes are claimed or awarded than are described in these Official Rules, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Contest and determine the winner from Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. By entering, entrants agree that all issues, disagreements, and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with this Contest, will 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. Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Contest, including, without limitation, barring entrants who do not comply with these Official Rules. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in New York.

Please see the privacy policy located at [www.BN.com](http://www.BN.com) for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest.

**LIMITATIONS OF LIABILITY:** Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, mutilated, incomplete, or non-delivered Entries, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Sponsor is not responsible for computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, or delays in computer transmissions or network connections that are human or technical in nature. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the submission process or operation of this Contest, or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse, or harass any other person. Any attempt to deliberately damage or undermine the legitimate operation of this Contest is unlawful and subject to legal action by Sponsor or its agents. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, sales representatives, distributors, and promotion agency; and each of their officers, directors, employees, and agents ("Contest Parties") from any and all liability, loss, or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto; (b) under no circumstances will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resorting to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

**WINNER'S NAME:** For the name of each regional or Grand Prize winner, available after May 31, 2012, send a self-addressed, stamped envelope with proper postage affixed (postage not required for VT residents) to "Barnes & Noble My Favorite Teacher Contest" Winner, Community Relations Department, Barnes & Noble, Inc., 122 Fifth Avenue, New York, NY 10011. Requests must be received by August 31, 2012. Winner's name will be sent after winner has been verified.

**SPONSOR:** Barnes & Noble, Inc., 122 Fifth Avenue, New York, New York 10011