### OFFICIAL RULES 2021 STORY OF THE YEAR CONTEST

THIS IS A PROMOTIONAL CONTEST. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. The Promotion is void where prohibited or restricted by applicable law, and all applicable federal, state and local laws and regulations apply. Winners are responsible for any taxes, customs, duties and like amounts connected with the prizes.

1. <u>How to Enter</u>. To participate in the 2021 Story of the Year Writing Contest ("**Promotion**") for a chance to win prizes, eligible persons ("**Contestants**") must fill out an online registration form and submit a Qualifying Story ("**Registration**") at <u>https://www.storyshares.org</u> ("**Promotion Site**") between 12:00 a.m. (midnight) Eastern Time on November 2, 2021 and 11:59 p.m. Eastern Time on February 1, 2022 (the "**Entry Period**"). The submission of Registrations shall be subject to the Sponsor's <u>Privacy Policy</u>.

2. <u>Eligibility</u>. Eligibility to participate in the Promotion or to win prizes is open to individual persons who are legal residents of the United States or its territories and possessions. Individuals who reside in *most* countries other than the United States are also welcome to enter the contest; however, all stories and passages must be submitted in English. **Entry in the competition is void where prohibited by law.** Individuals residing in Brazil, Italy, The Netherlands, Russia, and Quebec are not eligible to participate. Limit one (1) Registration per individual, but no limit to number of submissions per registrant or individual. Any effort by an entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify that entrant. Entrants who disregard these Official Rules are not eligible to participate and household members) of the Sponsor, its parents, affiliates, subsidiaries, advertising and promotion agencies, or any other company involved with the design, production, execution or distribution of the Promotion are also not eligible. The Sponsor's determination of eligibility, in its sole discretion, shall be final.

3. <u>Submissions</u>. As part of the Registration, registered users must submit a story or passage ("Qualifying Submission") under one of the following categories i) Diversity, ii) 50 States, iii) Coming of Age, iv) Creative Nonfiction ("Categories"). Each Qualifying Submission shall be uploaded and submitted through the website, according to the guidelines and word limits for the category selected. More specific information about each of these Categories and the content for each essay is located at <u>https://www.storyshares.org</u>. By uploading your submission, you agree that it conforms to the Guidelines and Restrictions as defined below and that the Sponsor may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to these Guidelines and Restrictions.

The guidelines and grant of rights to each of the award categories are as follows:

**Guidelines:** Registered users must submit a story between 1,000 and 15,000 words ("**Qualifying Story**") under one of the following categories i) Diversity, ii) 50 States, iii) Coming of Age, iv) Creative Nonfiction ("**Categories**"). Each Qualifying Story shall be submitted either as a Word document, or through the writing platform found at <u>https://www.storyshares.org</u> "WRITE," with at least two short chapters and an overall length fewer than 15,000 words. More specific information about each of these categories and the content for each submission is located at <u>https://www.storyshares.org</u>.

**Rights:** By completing a Registration, Contestant grants to Sponsor, its agents and others working on their behalf a royalty-free, irrevocable, perpetual, non-exclusive right and license to use the Registration and any related Qualifying Story for advertising and marketing purposes, including on the Promotion Site, without additional compensation, unless otherwise prohibited by law. This includes, without limitation, the right to copy, distribute, reproduce, modify, edit, publish, transmit, translate, reformat, create derivative works from, display, perform, and otherwise use such materials in whole or in part, on a worldwide basis; to incorporate such materials into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes; to publish your name in connection with your Qualifying Story and the right to sublicense such rights.

4. <u>Judge</u>. Each Qualifying Submission will be reviewed by a panel of three to ten judges ("Judges") to determine which of the Qualifying Submissions receives the highest score in each Category based on the criteria set forth in <u>the guidelines and rubric</u>. ("**Best Qualifying Submission**"). The Judges' determination of the Best Qualifying Submission in their sole discretion in accordance with these Official Rules, shall be final.

Category	Prize
Diversity	\$2,000
50 States	\$1,000
Coming of Age	\$1,000
Creative Nonfiction	\$1,000

5. <u>Prizes</u>. The Contestant submitting the Best Qualifying Story as chosen by the Judge's for each Category will receive a Prize as follows:

6. <u>Additional Submissions.</u> In the event there are more than one Contestant who have received identical scores by the Judge for a Best Qualifying Story in the same Category, a Contestant may be asked to submit an additional Qualifying Story to be evaluated by the Judge using the same criteria as the original Qualifying Story. The Contestant having the highest score amongst the additional Qualifying Stories will be deemed to have the Best Qualifying Story for that Category.

7. <u>Conditions of Participation</u>. Each Contestant agrees to be bound by these Official Rules and all decisions of the Sponsor and Judge, whose decisions will be final. The Sponsor is not responsible for any printing errors in these Official Rules. In addition, each Contestant that submits a Registration represents and warrants that all information contained in his/her Registration is true and accurate. The Contestant further represents and warrants that any Qualifying Story that they submit as part of the Promotion is owned or controlled by the Contestant without violation of any third party's rights.

8. <u>Winner Notification</u>. The winners of the prizes will be notified by e-mail. Sponsor may require a prize winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, "**Affidavit**"). If the prize winner does not respond to the notification within thirty days, is found to be ineligible, fails to execute the Affidavit or other documentation required by Sponsor, the Sponsor may consider such prize winner to have forfeited their prize, and another prize winner may be selected.

Sponsor makes no warranties with regard to the prizes. The prizes are not transferable and the winner has no right of substitution.

9. <u>Announcement of Winners</u>. The names of the prize winners will be posted on or before April 5, 2022 for at least 30 days after the end of the Entry Period at the Promotion Site.

10. <u>Sponsor</u>. The Sponsor of this Promotion is Story Share, Inc. having a principal place of business in Bryn Mawr, PA 19010.

Disclaimers, Dispute Resolution and Limitations of Liability. Each Contestant hereby releases, and 11. agrees to defend, indemnify and hold harmless the Sponsor, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or nonasserted, that may arise from or in any way relate to participation in this Promotion or the awarding, acceptance, use or misuse of the prizes. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, regardless of conflicts of laws principles. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in Montgomery County, Pennsylvania, and each Contestant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Contestant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. CONTESTANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

#### **USER TERMS OF USE**

## **User Submissions**

By posting, uploading, inputting, providing, submitting, or otherwise contributing ("Posting") any information, graphical material, comments, ratings, survey responses or any other input to the Website ("Submission"), you affirm your agreement to be bound by these Terms of Use.

The Company is under no obligation to post, maintain, or otherwise use any Submission you may provide. You understand and agree that the Company may, but is not obligated to, review the Website and may delete, remove (without notice) or refuse to post any Submission in its sole discretion, for any reason or no reason, including Submissions that in the Company's sole judgment might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any Submissions you post or store on the Website or provide to the Company.

You are solely responsible for any Submission that you Post. You may not Post any Submission that you did not create or that you do not have permission to Post. You represent and warrant that any Submission or other content and information that you submit to the Company or the Website:

(a) is owned or controlled by you and provided without violation of any third party's rights;

(b) does not otherwise violate these terms of use;

(c) does not infringe any patent, trademark, trade secret, copyright or other intellectual property right of any party or person; and

(d) does not contain any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose the Company or any users of the Website or the Website Content to any harm or liability of any type.

You Post content on the Website at your own risk. The Company cannot and does not guarantee that your submissions will not be viewed by unauthorized persons.

# **Rights Granted to the Company**

By posting to the Website, you grant the Company a royalty-free, irrevocable, perpetual, non-exclusive license to use your Submission. This includes, without limitation, the license rights to: copy, distribute, reproduce, modify, edit, publish, transmit, translate, reformat, create derivative works from, display, perform, and otherwise use such Submissions in whole or in part, on a worldwide basis; to incorporate such Submissions into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes; to publish your name in connection with your Submission; and the right to sublicense such rights to any user of the Website. No compensation will be paid with respect to the use or license of your Submission, as provided herein.

# **Rights Reserved By You**

You maintain the same ownership and rights in all Submissions that you held prior to Posting, subject only to the non-exclusive license granted to the Company as described above in "Rights Granted to the Company."