

## 2023 Student Art Contest by School Specialty

### **Official Contest Rules**

NO PURCHASE NECESSARY. Participation constitutes participant's ("Participant" or "Teacher Participant") full and unconditional agreement to and acceptance of these Official Contest Rules. Void in Rhode Island. Void where prohibited or restricted by law. Contest is subject to all applicable federal, state and local laws and regulations. The *2023 Student Art Contest by School Specialty* ("Contest") begins at 12:00:00am Central Time ("CT") on Sunday, January 1, 2023 and shall end at 11:59:59 pm CT on Sunday, December 31, 2023 ("Contest Period"). The Contest is sponsored by School Specialty, Inc., PO Box 1639, Appleton, WI 54912-1639 ("Sponsor"). One (1) winner will be selected by a panel of judges. A total of twelve (12) winners will be chosen.

**Eligibility:** NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF THE FORTY-NINE (49) UNITED STATES OTHER THAN RHODE ISLAND, AND THE DISTRICT OF COLUMBIA, who are the age of majority in their state of residence and (i) who are parents or legal guardians of a child between the ages of four (4) and nineteen (19) years of age at the time of entering ("Participant"), or (ii) a school teacher who has obtained the requisite legal consent required to participate from the Participant ("Teacher Participant"). Eligible entries are those created by the Participant's child, or Teacher Participant's student, (either referred to herein as "Entrant"). Employees, officers, directors and other agents and representatives of Sponsor, its affiliates, subsidiaries, sales representatives, retailers, distributors or advertising and promotion agencies ("School Specialty Personnel"), and immediate family members of School Specialty Personnel, are not eligible to participate in the Contest. "Immediate family" means parents, siblings, children and spouse.

**How to Enter:** To enter the Contest, visit [schoolspecialty.com/student-art](https://schoolspecialty.com/student-art) during the Contest Period, complete the *Student Art Contest by School Specialty* entry form and follow all subsequent prompts and instructions to enter the Contest. Participant or Teacher Participant will be required to provide the information requested, including Entrant's first and last name, Participant or Teacher Participants first and last name, e-mail address, city, state, and zip code, school name, original art submission (no reproductions or copies of existing art), and any other information required to complete the entry. A Participant may also nominate a Teacher Participant at time of entry). Entries will be deemed to have been made when they are received and accepted by Sponsor. No other method of entry will be accepted. There is no limit on the amount of submissions made over the duration of the contest, however an Entrant can only win one time. In the event of a dispute regarding the identity of a Contest Participant or Teacher Participant, the authorized account holder of the e-mail address used to submit the entry will be deemed to have made the entry. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of being the authorized account holder may be required. Entries that are incomplete, illegible, altered or tampered with or not submitted pursuant to these Official Contest Rules are not eligible to win.

School Specialty reserves the right to forgo any chosen artwork within the Contest period in the event no suitable artwork is submitted, however School Specialty will award that month's prize to a previous month's runner-up entry, or subsequent month's runner-up entry, at School Specialty's discretion, so that all prizes will be awarded.

**Selection of Winners & Prize Acceptance:** Sponsor or a company acting under Sponsor's authorization, will form a panel of experts (the "Panel"). Periodically during the contest period, the panel will select a winner based on the rubric below.

Scoring Criteria:

1. **Execution of Medium:** 50% - The artwork uses the indicated medium in a manner that is understandable and coherent.
2. **Uniqueness of Idea:** 25% - The artwork displays imagination, creativity in a manner above the run of the mill.
3. **Artistry and Skill:** 25% - The artwork demonstrates a mastery of the chosen medium, and has a balance of composition, colors, and details.

The top ranked entry will be the Winner. Winners will be announced monthly during the year. Winners will be notified by e-mail at the e-mail address submitted with their entry. If the e-mail notification is returned as undeliverable, the entry will be disqualified, the next highest ranked entry will be chosen as the alternate winner. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to deliver the notification to winners.

Once notified, each winner will have forty-eight (48) hours to confirm his/her eligibility with a reply e-mail. If not confirmed, the next highest ranked entry will be chosen as the alternate winner. Sponsor reserves the right to disqualify any winning confirmation if the entry is found to be a copy/reproduction of existing artwork, is fraudulent, or impersonation or cheating behavior is suspected.

**Prizes:** Each Winner will receive one (1) of the following prizes : One (1) merchandise certificate redeemable on Sponsor's online marketplace (schoolspecialty.com) with an approximate retail value ("ARV") of \$250 USD AND if the entry is made by a Teacher Participant or if the Participant has nominated a Teacher Participant on the entry, the Teacher Participant will receive one (1) of the following prizes: One (1) merchandise certificate redeemable on Sponsor's online marketplace (schoolspecialty.com) with an approximate retail value ("ARV") of \$250 USD. The total approximate aggregate value of all the prizes awarded is \$6,000USD. Notwithstanding the forgoing, all prizes will be awarded unless a Participant Entry does not nominate a Teacher Participant on the entry, or the nominated Teacher Participant declines the prize, at such event the Teacher Participant prize for that time period may be awarded at Sponsor's sole discretion. No substitution, return, transfer or cash redemption of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value. ALL FEDERAL, STATE AND/OR LOCAL TAXES AND FEES ASSOCIATED WITH THE RECEIPT OF ANY PRIZES, INCLUDING, WITHOUT LIMITATION, ALL FEDERAL, STATE AND/OR LOCAL INCOME TAXES, ARE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL WINNERS. Only one prize will be awarded to each person or entity. Merchandise certificates may not be combined with other offers or discounts. Acceptance of a prize constitutes unconditional agreement and acceptance of these Official Contest Rules.

**Conditions:** By participating (or in the event of a nominated Teacher Participant, acceptance of a Prize) in the Contest, Participant and/or Teacher Participant agrees to be bound by these Official Contest Rules and the decisions of Sponsor and Panel, which shall be final. Sponsor and the employees, officers, directors, shareholders, agents and representatives of Sponsor, its affiliates, subsidiaries, sales representatives, retailers, distributors, advertising and promotion agencies, and legal advisors are not responsible for and shall not be liable for: (i) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses or damages of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Contest; (iii) any printing or typographical errors in any materials associated with the Contest; or (iv) the failure of winner to pay any federal, state and/or local taxes or fees associated with the receipt of any prizes. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time if tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration or security of the Contest. By participating in the Contest, each Participant and/or Teacher Participant agrees to release Sponsor and its subsidiaries, affiliates and related companies and each of their respective officers, directors, employees and agents from any and all liability, loss or damage of any kind arising out of or in connection with Entrant's, Participant's, or Teacher Participant's participation in this Contest, or with respect to awarding, receipt,

possession, use and/or misuse of any prize, or to participation in the Contest or in prize-related activities. By accepting the prize, each winner further acknowledges that the Sponsor has neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied in fact or in law, relative to prize or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose. The Sponsor reserves the right to verify the validity and originality of any entry and/or Participant or Teacher Participant (including a Participant's, or Teacher Participant's identity and address) and to disqualify any Participant or Teacher Participant who submits an entry that is not in accordance with these Official Contest Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights **Entries void if the Sponsor determines the artwork to not be an original creation of the Entrant, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**

**Privacy:** All information collected by Sponsor in connection with the Entry Forms will be subject to Sponsor's privacy policy ("Privacy Policy") available at <http://www.schoolspecialty.com/privacy-statement>

**License:** Once submitted, all forms, pictures and/or information submitted with an entry become the sole property of Sponsor and will not be acknowledged or returned. Notwithstanding anything to the contrary in Sponsor's Privacy Policy, and except where prohibited by law, by entering the Contest, all Participants and Teacher Participants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor, to reproduce, distribute, display and create derivative works of the entries, including any photographs, for Sponsor to use, without notice or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised. Additionally, by entering, each Participant and/or Teacher Participant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, the Entrant's first name, last name, city and state, and any pictures, or descriptions of such pictures submitted in an entry, for purposes of publishing the list of winners, advertising, trade, promotion and/or publicity. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

**Limitations of Liability:** Sponsor and its agents are not responsible and shall not be liable for incorrect, inaccurate or incomplete entry of information by participants; lost entries or transmissions, interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions or other computer hardware, software or any combination thereof; or problems associated with any virus or any other damage caused to Participant or Teacher Participant's systems. If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. By participating in the Contest, each Participant and Teacher Participant releases and holds the Sponsor and the employees, officers, directors, shareholders, agents and representatives of Sponsor, its affiliates, subsidiaries, sales representatives, retailers, distributors, advertising and promotion agencies, and legal advisors, harmless from and against any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, use or misuse of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

**Contest Execution & Administration:** By entering, Participants and Teacher Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, participant's rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of each State, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State. By entering, submitters consent to the jurisdiction and venue of the federal, state and local courts located in Wisconsin.

**List of Winners:** The names of the 2023 winners and/or a copy of these Official Contest Rules may be obtained by visiting [schoolspecialty.com/student-art](http://schoolspecialty.com/student-art)