



OFFICIAL CONTEST RULES

BY PARTICIPATING IN THE **WHERE CAN CHOICE REVIEWS TAKE YOU?** CONTEST (THE “CONTEST”) AND SUBMITTING YOUR IDEA YOU AGREE THAT YOUR SUBMISSION SHALL BE GOVERNED BY THESE OFFICIAL RULES. THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE AMERICAN LIBRARY ASSOCIATION (“SPONSOR”).

BY UPLOADING YOUR IDEA, YOU AGREE TO THE PRIVACY POLICY, LOCATED AT <http://www.ala.org/privacypolicy> AND UNDERSTAND THAT YOUR SUBMISSION AND THE PERSONAL INFORMATION COLLECTED FROM YOU WILL BE SHARED WITH SPONSOR IN ACCORDANCE WITH ITS PRIVACY POLICY.

NO PURCHASE NECESSARY. Contest only open to legal residents of the fifty (50) United States and the District of Columbia, who have reached the age of majority as of December 1, 2016. VOID ELSEWHERE AND WHERE PROHIBITED BY LAW. SEE BELOW FOR ELIGIBILITY RESTRICTIONS.

1. CONTEST SCHEDULE:

To participate in this Contest, submit an Entry Form via www.choice360.org/blog/ containing your idea (“**Submission**”) between 12/1/2016 at 12:00 am Eastern Time (ET) and 11:59 pm ET on 3/1/2017 (“Contest Entry Period”).

- 2. ELIGIBILITY:** Employees of the Sponsor, Choice contractors and freelancers, and their respective parent companies, affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies (“Contest Entities”) and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in the same household of each such employee, whether or not related, are not eligible to enter or win. Submissions **made by any mass duplication, automatic, robotic, or programmed method, or through any Contest entry, notification, or related service, or in any manner not in compliance with the requirements of these Official Rules are invalid and will be disqualified.**

The person uploading the Submission will be deemed the entrant (“Entrant”). The Entrant is the one person who is the authorized account holder of the email address associated with that Submission. Limit one entry per person and/or email address.

- 3. HOW TO ENTER:** To make a Submission complete the **Entry Form** and submit via email to wherecancrtakeyou@ala-choice.org. Limit one entry per person and/or email address during the Contest Entry Period. Submissions that do not adhere to these Official Rules will not be accepted. **SUBMISSION FORMAT AND CONTENT REQUIREMENTS:**

All Submissions must be in English. Submissions that are in any other language will not be considered. Entrants will provide a short (less than **1,000** words) essay describing the proposed idea. Submissions must not include any confidential information or details that may be inappropriate to share with the general public. As further described in these **Official Rules**, submissions must not infringe or in any way violate any third party intellectual property rights. Submissions may not mention, contain, refer or otherwise allude to the name or logo of any person, company, business, brand, product, entity, or character other than Contest Entities. Submissions may not contain any obscene, profane, lewd, violent, defamatory, offensive or otherwise inappropriate words, abbreviations, language, signs, symbols, political, personal and/or religious statements or references, or in any way reflect negatively upon the Contest Entities as determined by the Contest Entities in its sole discretion.

4. JUDGING REQUIREMENTS/SELECTION OF WINNERS:

- a. All email entries received during the Contest Entry Period that meet the entry requirements will be entered into the Contest. One winner shall be selected. Winner will be announced on March 15, 2017 on www.Choice360.org.

All entries will be judged by a panel of experts ("Contest Judges"). The Contest Judges will evaluate and rate the Submissions according to the following criteria:

Criteria	Description	Weight
Benefit to student and/or faculty research	What is the overall importance and/or benefit of your proposed initiative?	60%
Practicality	How feasible is the plan in terms of the time and resources required to execute it?	40%

In the event of a tied score, the Submission receiving the highest score in the category of "Importance" will be deemed the winner of the ties. In the event of a tie including "Importance," the Submission receiving the highest score in the category of "Alignment to our Mission" will be deemed the winner of the ties. All Entrants agree that the Contest Entities have the sole right to decide all matters and disputes arising from this Contest and that its decisions shall be final and binding in all matters pertaining to this Contest.

- b. Please note that even if your Submission is listed as a winner at the close of any round of this Contest, you have not yet won a prize. All Entrants are subject to verification by the Sponsor, and must meet all eligibility requirements before an Entrant may be confirmed as a winner. Sponsor has the sole right to decide all matters and disputes arising from this Contest and all decisions of Sponsor are final and binding.

5. PRIZES:

PRIZE DETAILS: One prize will be awarded consisting of: Sponsor will reimburse the winner for the amount paid for same subject to these Official Contest Rules. Valid proof of payment is required. The winner is solely responsible for any taxes on the prize and/or individual elements of the prize. Round trip air travel, baggage fees, upgrade fees, and other airline charges, ground transportation, meals, insurance, gratuities and other expenses not specifically set forth in these Official Rules as being borne by Sponsor are the sole responsibility of the winner. All elements of the prize are subject to availability and other restrictions and

must be redeemed and/or completed between the departure date and the return date. Sponsor is not responsible for any cancellations, delays, diversions, or substitutions or any act or omission of any entity or person providing any services in fulfilling the prize awarded. PRIZES WILL BE ACCEPTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ARE NON-TRANSFERABLE, AND NO SUBSTITUTION OR CASH EQUIVALENT IS ALLOWED, EXCEPT AT THE DISCRETION OF THE SPONSOR. Sponsor will not replace any lost or stolen prize element. Any depiction of prize in promotional materials is for illustrative purposes only. If a Prize or prize component is unavailable, a Prize or prize component of equal approximate retail value or comparable use will be awarded in Sponsor's sole discretion. Prize will be awarded in the name of the Winner. Decisions of the Sponsor and Administrator are final in all respects of the Contest and no correspondence shall be entered into. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules. Sponsor's awarding of a prize in this Contest shall not obligate the Sponsor in any way to develop, promote, or distribute any goods or services based on the ideas included in the Submission. All copyright, trademark, or other intellectual property rights in such Promotions shall be owned by the Sponsor, and the decision to develop the winning entry shall be at the sole discretion of the Sponsor.

PRIZE AWARDING: Limit: One (1) Prize per person or household. Only the published number of Prizes stated in these Official Rules will be awarded. No transfers, cash awards, or prize substitutions are permitted, except by Sponsor. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Potential winners will be notified by email. Prize winners will be required to provide a valid shipping and/or travel address, as applicable, and may be required to sign an affidavit of eligibility, liability release and where legal, a publicity release (collectively, the "Affidavit"), and return same, properly executed, within seven (7) days of issuance of notification. If a potential winner cannot be contacted after a reasonable number of attempts; is ineligible according to these Official Rules; fails to provide the required information and/or return the required documents within the specified time period; if a prize or prize notification is returned as undeliverable; or if potential winner otherwise fails to fully comply with these Official Rules, or declines his/her prize for any reason whatsoever, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner

from among all remaining eligible entries received, in the Sponsor's sole discretion. Upon disqualification, no compensation will be given. Once the required information and official paperwork are received within the specified time period, verified, and receive final approval by Contest Entities, then and only then will a potential Contest winner become an actual winner. Prize money will be fulfilled by check upon presentation of receipts for the following: **REGISTRATION FOR THE ACRL 2017 CONFERENCE. ALL OTHER EXPENSES ARE EXCLUDED. REIMBURSEMENT WILL NOT BE PROVIDED WITHOUT A VALID RECEIPT FOR CONFERENCE REGISTRATION.**

6. YOUR REPRESENTATIONS AND WARRANTIES:

Each Entrant represents and warrants that the Submission is his/her own original work and has been legally created; does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; has not been entered in or won previous contests or awards; and has not been published or distributed previously in any media. Additionally, each Entrant represents and warrants that s/he owns all rights and title to his/her Submission, including, without limitation, the copyrights and all other intellectual property rights in the Submission. By submitting Submission, a Entrant irrevocably grants Contest Entities and its affiliates, legal representatives, assigns, agents and licensees, the world-wide, royalty-free, unconditional, unlimited and perpetual right and permission to publish, re-publish, reproduce, copy, transmit, post, broadcast and/or televise, display, adapt, exhibit and/or otherwise use or re-use the Submission, Entrant's name, and city of residence, including, but not limited to, its publication or re-publication, as submitted or as edited/modified in any way by the Contest Entities, in its sole discretion for commercial or other purposes, and in any and all media without limitation, worldwide and throughout perpetuity, without additional compensation, notice to, or approval from Entrant or any other party. EACH ENTRANT UNDERSTANDS AND ACKNOWLEDGES THAT ENTRANT WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION FOR HIS/HER SUBMISSION IN EXCHANGE FOR GRANTING Contest Entities THESE RIGHTS. Each Entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude the Contest Entities use of Entrant's Submission, and agrees not to sue or assert any claim against Sponsor & Others arising out of or connected with the posting, publishing, and/or use of the Submission or Entrant's personal information as listed above. Each Entrant specifically agrees to waive all claims to receive any royalties of any kind now or in the future from Contest Entities, for any use of his/her Submission. Each Entrant further agrees to indemnify and hold Contest Entities,

harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of them due to or in any way arising out of the use of Entrant's Submission, or the Entrant's conduct in creating the Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Each Entrant further agrees to release and hold harmless Contest Entities from any and all claims that any product or publication subsequently produced, presented, and/or prepared by or on behalf of Contest Entities infringes Entrant's rights with regard to any elements, language or ideas contained in any Submission. Additionally, each Entrant agrees that s/he will cooperate with Contest Entities or Contest Entities' agent in obtaining all necessary affidavits, releases, warranties, and any other such documents as may be deemed necessary by Contest Entities. Although all Submissions will be reviewed by Contest Entities before being judged, posted or published; the posting or publication of Submission does not mean the Submission has been deemed to be in compliance with these Official Rules. Submissions that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by Contest Entities, in its sole discretion, will be disqualified.

7. CONDITIONS OF ENTRY: Proof of transmission of an online registration form (such as a copy of the message in a "sent" or similar folder or a "thank you" screen or message) does not constitute proof of actual receipt by Sponsor of an entry for purposes of this Contest. Contest Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Contest, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right to void any entries at issue and/or to suspend, modify or cancel, or terminate this Contest, in whole or in part, at any time without notice and award the prizes in a random

drawing from among all non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder of the email address from which the entry is made. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, Sponsor has the right, in its sole discretion, to terminate the Contest. Notice of such action will be posted online at www.Choice360.org. If there is a discrepancy between these Official Rules and any other promotion materials, the Official Rules will control and govern the Contest. Caution: Any attempt by a participant or any other individual to deliberately damage any wireless or online service or website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

- 8. GENERAL CONDITIONS:** By accepting a prize, winner consents to the use of his/her name, biographical information, including city and state of residence, for promotional purposes by Sponsor, and its designees, including but not limited to the posting of winner's name on the Sponsor website, in a Winners List, without additional compensation, except where prohibited by law ("Promotions"). All copyright, trademark or other intellectual property rights in such Promotions shall be owned by Sponsor or its licensors and winning participants hereby disclaim and waive any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and winning recipients hereby waive any claim of control over the Promotions content as well as any possible claims of misuse of winning recipient's name under contract, tort or any other theory of law. Entrants release and hold harmless Contest Entities from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession of the prize resulting from participating in this Contest. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant's heirs,

executors and administrators relative to Entrant's use of the prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any life, accident, automobile, property or other insurance relative to the prize awarded to Entrant. U.S. laws govern this Contest. Each entrant further agrees to indemnify and hold harmless Contest Entities from and against any and all liability resulting or arising from the Contest, or award, use, or misuse of any prize, including but not limited to any travel associated therewith, and to release all rights to bring any claim, action or proceeding against Contest Entities. Entrant hereby acknowledges that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize provider that may be sent along with a prize.

- 9. DISPUTES:** This Contest is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these **Official Rules**, or the rights and obligations of the participant and Sponsor in connection with this promotion, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Illinois. BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' 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, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF

LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

10. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cook County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, Washington, DC, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and

the dispute must be brought in a court of competent jurisdiction in Cook County, Illinois. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 11. WHO WON:** For the names of the prize winners, available from March 15, 2017 to May 15, 2015, please access: www.choice360.org.
- 12. SPONSOR:** American Library Association, 50 E Huron St, Chicago, IL 60611.
- 13. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these **Official Rules** or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

