

# OFFICIAL CONTEST RULES

## NO PURCHASE NECESSARY

1. DESCRIPTION OF THE CONTEST: The "Sister-to-Sister Shopping Spree" Contest is designed to get consumers (primarily women) excited about the book *Stuck in the Middle*, by Virginia Smith. The Grand Prize and First Place Prizes will be awarded to randomly selected entrants who have correctly registered on VirginiaSmith.org. Judges (author and publishing representative) have sole discretion over the contest and will operate within these Official Rules.

2. ELIGIBILITY: This contest is open to individuals who subscribe to Virginia Smith's bi-monthly e-newsletter by correctly registering their email address on VirginiaSmith.org within the Contest Period (See: CONTEST PERIOD). This may include anyone who has seen and/or responded to the contest announcements on RevellBooks.com, VirginiaSmith.org, or from previous e-newsletters sent by Virginia Smith. Current subscribers to the e-newsletter are also eligible. At the time of entry each entrant must be at least 13 years of age and must be a resident of the United States. Persons in any of the following categories are not eligible to participate or win the prize(s) offered: (a) Employees or agents of Baker Publishing Group or its affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers; (b) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household as any person in (a) above; (c) residents of any country other than the United States. You must have access to the Internet and a valid email address in order to enter or win.

3. CONTEST PERIOD: The Contest begins at 08:00 A.M. Eastern Time (ET) zone in the United States on February 1, 2008 and **ends at 8:00 P.M. Eastern Time (ET)** on March 31, 2008. ("Contest Period"). Entries received after the Contest Period are not eligible.

4. HOW TO ENTER: Go to VirginiaSmith.org and enter your email address in the e-newsletter entry form. All information submitted must be valid for your submission to qualify. One entry per person, please. Refer a friend and be entered twice. Be advised: many will enter, few will win.

5. JUDGING: Judges (author and publishing representative) will select one Grand Prize winner from all the Entries submitted prior to the contest end (see CONTEST PERIOD). The Grand Prize winner will receive a Visa Gift Card, valued at \$500.00 (five hundred dollars) to be used for a shopping spree at the store(s) or retailer(s) of his/her choice. The Grand Prize winner will be determined by random selection from eligible participants who correctly registered on VirginiaSmith.org. In addition, 5 First Place winners will receive a signed copy of each book in the Sister-to-Sister series, by Virginia Smith. Forthcoming books will be sent in advance of regular release. In the event that no entries are received, no prizes will be awarded. Decisions of judges are final and binding. The winner will be notified by email. If the winner is under 18, the prize will be awarded to the parent or guardian listed on the contest entry form.

6. **PRIZE DESCRIPTION and RETAIL VALUE:** The Grand Prize is a \$500.00 (five hundred dollar) Visa Gift Card to be used at any participating store or retailer. An additional 5 First Place Prizes (signed copies of each book in the Sister-to-Sister series, by Virginia Smith) are valued at more than \$40.00 (forty dollars). Shipping costs are covered by Contest Sponsor (publishing representative). There are no substitutions. All other expenses not specified herein are the responsibility of the winner. **ALL TAXES AND ANY APPLICABLE WITHOLDING AND REPORTING REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE WINNER.**

7. **CONDITIONS OF PARTICIPATION.** Sponsor (publishing representative) reserves the right to substitute a prize for an item of equal or greater value in the event all or part of a prize becomes unavailable. Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, or local law or regulation. All federal, state, and local laws and regulations apply. Submission of entry into this Contest deems that entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within 15 days of attempted first notification will forfeit his/her prize. Potential prize winner(s) may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within 30 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. The intellectual and industrial property rights to the contest submission, if any, will remain with the participants, except that these terms do not supersede any other assignment or grant of rights according to any other separate agreements between participants and other parties. As a condition of entry, participants agree that the Sponsor shall have the right to use the participants name in a congratulatory press release and/or website announcement or with any application in connection with the operation, conduct, administration, advertising, and promotion of the Contest via communication to the public, including, but not limited to promotional and publicity purposes. Acceptance of the prize constitutes permission for, and winner's consent to Baker Publishing Group, Virginia Smith, and their agencies to use the winner's name and/or likeness without additional compensation, unless prohibited by law. Notwithstanding the foregoing, ownership of and all intellectual and industrial property rights in and to the submission shall remain with the participant. To the extent permitted by law, entrants agree to hold Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. A participant may be prohibited from participating in this Contest if, in the Sponsor's sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants, the Sponsor or associated agencies. In the event a winner/potential winner's employer has a policy which prohibits the awarding of a prize to an employee, the prize

will be forfeited and an alternate winner will be selected.

**8. NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this contest are hereby excluded, and any participant expressly waives any and all such rights. Participants agree that these Official Rules are governed by the laws of Michigan, USA.

**9. DATA PRIVACY:** Participants agree that personal data, especially name and address, may be processed, stored, and otherwise used for the purposes and within the context of the contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to check participants' identity, their postal address, and telephone number, or to otherwise verify their eligibility to participate in the Contest and to receive any prize. If participant's data is not provided or is canceled, participants' Entries will be ineligible.

**10. WARRANTY AND INDEMNITY:** Each entrant certifies that their entry is single, that all information submitted in the Entry is accurate, that they adhered to the Official Rules, that they meet eligibility requirements, and they have the right to submit the Entry in the Contest. Each entrant agrees not to submit any Entry that (1) infringes any 3rd party proprietary, intellectual property, industrial property, personal rights, or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world. To the maximum extent permitted by law, each entrant/participant indemnifies and agrees to keep indemnified the Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless at all times from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default, or omission of the participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each participant indemnifies and agrees to keep indemnified the Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Sponsor will or may become liable by reason of or related or incidental to any act, default or omission by a participant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by a participant.

**11. ELIMINATION:** Any false information provided within the context of the Contest by any participant concerning identity, postal address, telephone number, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the participant from the Contest. Sponsor further reserves the right to disqualify any Entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

**12. INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in

omission, interruption, deletion, defect, delay in operations, or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the VirginiaSmith.org or RevellBooks.com websites for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by a contestant to deliberately damage any web site or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law.

13. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. **WINNER ANNOUNCED:** The Grand Prize and First Place winners will be notified by email within 10 days of the close of the Contest. Upon verification of submission information, prizes will be shipped to said winners. The names of the Grand Prize and First Place winners will be posted on VirginiaSmith.com within 30 days of the close of the Contest. If winners do not respond to announcement within 15 days of receipt, the Sponsor reserves the right to select an alternate winner.

15. **SPONSOR:** The Sponsor of this Contest is Revell Books, a division of Baker Publishing Group, PO Box 6287, Grand Rapids. Michigan, 49516.