



# THE ART OF READING CONTEST

**THIS HOLIDAY SEASON, TELL THE CHILDREN IN YOUR LIFE ABOUT THIS EXCITING OPPORTUNITY TO SHOW THEIR LOVE OF READING!**

In the box below, we want young artists to draw or paint a picture that illustrates: "What Holiday Reading means to me". The winning artist will win\* books for the high-needs elementary school of their choice!

A large, empty rectangular box with a dark blue border, intended for children to draw or paint their artwork. The top edge of the box is decorated with a string of colorful, multi-colored Christmas lights (yellow, green, red, purple, blue, orange, pink, white) hanging from a dark blue cord.

**CHILD'S NAME:** \_\_\_\_\_ **GRADE** (Grade 8 or younger): \_\_\_\_\_

**CHILD'S SCHOOL NAME:** \_\_\_\_\_

**PARENT/GUARDIAN'S EMAIL ADDRESS:** \_\_\_\_\_

**PARENT/GUARDIAN'S PHONE NUMBER:** \_\_\_\_\_

Email your entry to [LORContest@indigo.ca](mailto:LORContest@indigo.ca) or mail to: Indigo Love of Reading Foundation,  
Attn: LOR Holiday Contest, 468 King Street West, Toronto ON M5V 1L8.

\*No purchase necessary. Contest opens December 14, 2018 – January 15, 2019. Open to residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence; (ii) is a parent or legal guardian of a minor child who creates an eligible drawing, and (iii) submits the drawing on behalf of the minor child. Limit of one entry per minor child. One (1) grand prize available to be won consisting of a \$1,000 Indigo e-giftcard, one (1) secondary prize consisting of a \$500 Indigo e-giftcard, and one (1) third prize consisting of a \$250 Indigo e-giftcard. All prizes awarded to a high-needs Canadian elementary school and are to be used exclusively for the purchase of books at Indigo Books & Music Inc. To enter entrants must submit an eligible drawing on behalf of his/her minor child to [LORContest@indigo.ca](mailto:LORContest@indigo.ca) or mail to Indigo Love of Reading Foundation, Attn: LOR Holiday Contest, 468 King Street West, Toronto ON M5V 1L8. Winners to be determined no later than February 28, 2019 by eight judges based on: (1) Creativity (25%); (2) Artistry (25%); (3) Originality (25%); and (4) Adherence to Theme (25%). Odds of winning depend on number of eligible entries received and judges' evaluation of entries based on judging criteria. For full contest rules go to [loveofreading.org/en/](http://loveofreading.org/en/)

# THE INDIGO LOVE OF READING FOUNDATION'S ART OF READING CONTEST

## OFFICIAL RULES

This contest is intended for the residents of Canada only,  
and will be interpreted according to Canadian law.

### Sponsors

1. "The Indigo Love of Reading Foundation's Art of Reading Contest" (the "**Contest**") is sponsored and administered by the Indigo Love of Reading Foundation ("**LOR**").

### Contest Period

2. The Contest begins at 12:00AM Eastern Time ("**ET**") on December 14, 2018 and ends at 11:59PM ET on January 15, 2019 (the "**Contest Period**").

### Eligibility

3. The Contest is open to legal residents of Canada, who at the time of entry: (i) have reached the legal age of majority in their province/territory of residence; (ii) is a parent or legal guardian of a minor child who creates an eligible Submission (as described in sections 5-7), and (iii) submits the eligible Submission on behalf of the minor child.
4. LOR, Indigo Books & Music Inc. ("Indigo"), and each of their respective subsidiaries, affiliates, agents or representatives, advertising and promotion agencies, co-promotion partners, and each of their respective officers, directors and employees (collectively, the "**Promotion Entities**"), and their immediate family members and/or those living in the same household with whom they are domiciled may not enter the Contest. For the purposes of these Official Rules, "immediate family member" means spouse, including common law spouse, father, mother, son, daughter, brother and sister of the entrant, regardless of where they reside.

### How to Enter

5. **NO PURCHASE NECESSARY.** There are two (2) ways to enter the Contest:
  - a. **Email Entry.** To enter the Contest via email during the Contest Period, entrants must complete the following:
    - Step 1 - Each child of an entrant between the ages of 3 – 14. inclusive, will have an opportunity to create one (1) holiday design that reflects what reading means to him/her during the holidays on the pre-approved 8.5 x 11 worksheet provided by LOR (each a "**Submission**").
    - Step 2 - Each entrant will submit the Submission on behalf of his/her minor child to [LORContest@indigo.ca](mailto:LORContest@indigo.ca).

**b. Mail-In Entry.** To enter the Contest via regular mail during the Contest Period, entrants must complete the following:

- Step 1 - Each child of an entrant between the ages of 3 – 14, inclusive, will have an opportunity to create a “**Submission**”, as noted above.
- Step 2 - Each entrant will submit the Submission on behalf of his/her minor child by mail to Indigo Love of Reading Foundation, Attn: LOR Holiday Contest, 468 King Street West, Toronto ON M5V 1L8. Each mail-in entry must be mailed in a separate envelope bearing sufficient postage and mass mail-in entries in the same envelope will be void. The Promotion Entities are not responsible for late, lost, misdirected, delayed, incomplete or illegible Mail-in Entries (all of which are void). Mail-in Entries must be postmarked by the end of the Contest Period and must be received no later than **January 18, 2019** to be included in the draw (as described below).

Eligible email entries and eligible mail-in entries are collectively referred to as an “**Entries**”.

6. Entries must:

- a) be the entrants’ minor child’s original creation;
- b) adhere to the theme “what reading means to them during the holidays”; and
- c) be in “good taste” and in keeping LOR’s brand image.

7. Entries must not:

- a) violate the rights of any third party, including, but not limited to copyright. For example, an entry must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights;
- b) have been submitted to a previous contest, published previously, used commercially, submitted to another competition or contest, or won any other award;
- c) be explicit or offensive, as determined by LOR, in its sole and absolute discretion contain any commercial content that promotes any product or service;
- d) be false, inaccurate or misleading;
- e) violate any law or regulation;
- f) be libelous, threatening or harassing;
- g) instigate others to commit illegal activities or violate human rights; and
- h) contain any viruses, worms, or other interfering computer programming.

8. By entering, you agree as follows: (i) you acknowledge that your minor child’s Submission may be posted by LOR on the website at [www.loveofreading.org](http://www.loveofreading.org) (the “**Website**”), on LOR’s social media channels, in mass email communications and/or additional websites managed by or for the benefit of LOR in LOR’s sole discretion but without obligation; (ii) you acknowledge that if your minor child’s Submission is selected a winner (as defined below), the Submission may be used on future LOR products/merchandising, and you agree that any proceeds/profits of those goods through LOR and/or Indigo channels shall be dealt with at LOR’s sole discretion; (iii) you have the right and authority to, and do hereby, grant to LOR an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media, including without limitation on the Website and at Indigo retail store locations in Canada; (iv) you waive any and all moral rights that you may have in and to the Submission with respect to the uses contemplated herein; and, (v) you agree to release and hold harmless LOR and Indigo from and against

any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to LOR's use of the Submission.

9. By submitting an Entry to the Contest, each entrant acknowledges that they have read and understood these Official Rules and agree to abide by and be bound by them.

#### **Entry Limitation and Verification**

10. Limit **one (1) entry per minor child during the Contest Period**. If it is discovered that a minor child of an entrant attempted to enter more than once, all entries of such minor child will be void.
11. LOR is not responsible for any late, incomplete or misdirected contest entries.
12. Entries are subject to verification at any time and may be disqualified if they are late, misdirected, incomplete, illegible, irregular, forged, submitted through illicit or unauthorized means, not original to the entrant, or if they contain any false statements or do not conform to or satisfy any condition of these Official Rules. The use of any device to automate the entry process is prohibited. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. LOR reserves the right in its sole discretion to disqualify any individual for any reason whatsoever, including any individual who is found to be tampering with the entry process or the operation of the Contest.
13. The sole determinant of time for the purposes of a valid Entry in this Contest will be the date/time stamp received by the email, and the check-in process for mail at Indigo's head office.

#### **Prize Description**

14. There is one (1) grand prize (a "**Grand Prize**") available to be won, consisting of an Indigo e-giftcard in the amount of \$1,000 CDN which will be awarded to the Grand Prize Winner's choice to a high-needs Canadian elementary school, to be used exclusively for the purchase of books at Indigo. There is one (1) secondary prize (a "**Secondary Prize**") available to be won consisting of an Indigo e-giftcard in the amount of \$500 CDN which will be awarded to Secondary Prize Winner's choice to a high-needs Canadian elementary school, to be used exclusively for the purchase of books at Indigo. There is one (1) third prize (a "**Third Prize**") available to be won consisting of an Indigo e-giftcard in the amount of \$250 CDN which will be awarded to Secondary Prize Winner's choice to a high-needs Canadian elementary school, to be used exclusively for the purchase of books at Indigo.
15. The Grand Prize has an approximate retail value of \$1,000 CAD, the Secondary Prize has an approximate retail value of \$500 CAD, and the Third Prize has an approximate retail value of \$250 CDN. Each Grand Prize, Secondary Prize, and Third Prize are subject to the conditions and restrictions set out herein.

#### **Prize Redemption Restrictions and Conditions:**

16. The confirmed Grand Prize winner, the Secondary Prize winner, and Third Prize winner (each, a "**Winner**") will be responsible for all other expenses not specified stated above as included in the Prize.
17. **Limit of one (1) prize per person**. The prize must be accepted as awarded, without any representations, warranties or conditions whatsoever and LOR expressly disclaims any and all such representations, warranties and conditions. The prize is non-assignable, non-transferable, non-refundable, non-exchangeable and is not convertible to cash. LOR reserves the right in its sole discretion to substitute the

prize for a prize of equal or greater value (based on the approximate retail value of the prize as stated in these Official Rules), including without limitation a cash award, if the prize cannot be awarded as described herein for any reason. All details and other restrictions of the prize not specified in these Official Rules will be determined by LOR in its sole discretion.

**Draw and Winner Selection:**

18. Between February 19 – 22, 2019 at LOR’s head office located at 468 King Street West, Suite 500, Toronto, Ontario M5V 1L8, two (2) rounds of judged evaluation of the Entries submitted for the Contest Period will be conducted with LOR and Indigo employees acting as the eight (8) judges (the “**Judges**”). In round one, each Judge will select three (3) entries from all eligible Entries submitted during the Contest Period, based on the following criteria: (1) Creativity (25%); (2) Artistry (25%); (3) Originality (25%); and (4) Adherence to Theme (25%) (collectively, the “**Judging Criteria**”). The entries selected in round one will proceed to round two. In round two, the Judges will collectively select one (1) Grand Prize winner (a “**Grand Prize Selected Entrant**”), one (1) Secondary Prize winner (a “**Secondary Prize Selected Entrant**”), and one (1) Third Prize winner (a “**Third Prize Selected Entrant**”) based on the Judging Criteria. In the event of a tie among entries in either round, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criteria will win the tie. Decisions of the Judges are final and binding. Odds of winning depend on the total number of eligible entries received during the Contest Period and the evaluation of the Entries by the Judges based on the Judging Criteria.
19. The Grand Prize Selected Entrant shall award the Grand Prize to a high-needs Canadian elementary school of his/her choice. The Secondary Prize Selected Entrant shall award the Secondary Prize to a high-needs Canadian elementary school of his/her choice. The Third Prize Selected Entrant shall award the Third Prize to a high-needs Canadian elementary school of his/her choice. For greater clarity, each prize will only be awarded to a high-needs Canadian elementary school to be used exclusively for the purchase of books at Indigo, and not to the selected entrants for their personal use. The three (3) high-needs Canadian elementary schools that are chosen by the winners, will be required to sign an Acknowledgement that the funds received will only be used purchase books for the school through Indigo.
20. The Grand Prize Selected Entrant, the Secondary Prize Selected Entrant and the Third Prize Selected Entrant will be contacted by LOR no later than February 28, 2019 at the email address and/or telephone number submitted with Entry (the “**Notification**”).
21. Before being declared a Grand Prize Winner, a Secondary Prize Winner, and a Third Prize Winner, within *two (2) business days* of the Notification, the Grand Prize Selected Entrant, the Secondary Prize Selected Entrant and the Third Prize Selected Entrant must:
  - a. Confirm compliance with these Official Rules;
  - b. Provide LOR with the name of a high-needs Canadian elementary school that they have chosen to award prize to; and
  - c. Sign and return a Declaration of Eligibility and Liability/Publicity Release (“**Declaration and Release documents**”) to be provided by LOR, which:

- i. releases the Promotion Entities from any liability, losses, damages and expenses which may be suffered or incurred in connection with this Contest or the prize;
  - ii. consents to the use, without further consideration, the Submission, his/her name, city and province/territory of residence, comments and photographs or other likenesses, for publicity and promotion purposes by the Promotion Entities in any and all forms of media and waives all rights (including moral rights) with respect to printed, broadcast and other forms of publicity;
  - iii. consent to LOR's use of the Submission on the Website, on LOR's social media channels, in mass email communications and/or additional websites managed by or for the benefit of LOR in LOR's sole discretion but without obligation; and
  - iv. acknowledge that the Submission may be used on future LOR products/merchandising, and you agree that all proceeds of the sale of those goods through LOR and/or Indigo channels shall go directly to LOR.
22. If the Grand Prize Selected Entrant, the Secondary Prize Selected Entrant and the Third Prize Selected Entrant: (i) does not meet the above requirements, or (ii) is unable to satisfy any of the eligibility requirements set out in these Official Rules, such Grand Prize Selected Entrant, Secondary Prize Selected Entrant and Third Prize Selected Entrant will be disqualified from the Contest at the sole discretion of LOR and his/her respective prize will be deemed forfeited and shall have no recourse toward LOR, Indigo, or any other person or entity involved in the Contest. Notwithstanding the foregoing, each winner must be confirmed by no later than: **5:00PM ET on March 28, 2019**, otherwise the unclaimed prize(s) will be null and void.
23. Once the Grand Prize Selected Entrant, the Secondary Prize Selected Entrant and the Third Prize Selected Entrant are confirmed to be a Winner, each will be advised by LOR where and how the high-needs Canadian elementary school they have chosen is to redeem their respective prize.
24. If a winner indicates to LOR it will not be able to collect their prize, the prize will be deemed forfeited by that winner and LOR reserves the right to award the prize to an alternate winner who has been selected and qualified in accordance with these Official Rules.

### **Conduct**

25. LOR reserves the right, in its sole discretion, to disqualify any entrant it finds to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) for any other similar conduct. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, LOR reserves the right to seek remedies and damages to the fullest extent permitted by law.

### **Limitations of Liability**

26. The Promotion Entities are not responsible for lost, stolen, late, misdirected, incomplete, illegible, damaged, garbled or irregular entries, or for any entries not received or not processed for any reason, including any technical or human error.

27. The Promotion Entities are not responsible for any errors, omissions, incorrect or inaccurate information in these Official Rules, other Contest-related materials, including without limitation, printing or advertising errors, failure of or problems with any other equipment or programming associated with or used in the Contest howsoever caused.
28. The Promotion Entities are not responsible for any: failure of or problems with the Internet; problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; failure, interruption or delay of any entry or e-mail to be transmitted or received or processed, including failure resulting from technical, human or other error or theft; technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to an entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material, regarding the Contest or accepting a prize; the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; any communication not received due to an entrant's spam filter, user's system or internet connection; and late, lost misdirected, or unsuccessful efforts to notify a potential Winner.
29. The Promotion Entities are not responsible if any factor beyond their reasonable control, including weather, event cancellations, strike, lockout or any other labour dispute at their locations or the locations of any other organization or business whose services are used to fulfill this Contest, prevent any of the Prizes or any component of the Prize from being fulfilled. In any such event, the Winner(s) will not be provided with a substitute Prize or a substitute component of the Prize, as applicable, except at LOR's sole discretion.
30. Under no circumstances will the Promotion Entities be required to award more Prizes than what is indicated in these Official Rules, or award the Prizes other than in accordance with these Official Rules.
31. Each Winner is solely responsible for the reporting and payment of any taxes related to receipt of a Prize.

#### **Protection of Personal Information**

32. By entering the Contest, each entrant consents to the collection, storage, use and disclosure of their personal information for the purpose of administering the Contest by LOR and for the purposes described in these Official Rules, in accordance with LOR's privacy policy found at <https://www.loveofreading.org/en/pages/privacy-policy>.
33. By entering the Contest, each entrant acknowledges that the Promotion Entities may communicate with entrants via e-mail with respect to communicating the results of the Contest and the awarding of the Prize. No marketing communications will be received by entrants unless entrants provide LOR with explicit permission to do so.

#### **General**

34. FOR QUEBEC RESIDENTS, ANY LITIGATION RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE *RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX* FOR A RULING. ANY LITIGATION RESPECTING THE AWARDING OF A PRIZE MAY BE SUBMITTED TO THE *RÉGIE* ONLY FOR THE PURPOSES OF HELPING THE PARTIES REACH SETTLEMENT.

35. This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest and these Official Rules are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
36. LOR reserves the right, subject to the approval of the *Régie des alcools*, to modify, suspend, terminate or reinstate the Contest or the Official Rules at any time, without notice, and for any reason, including. If the Contest is terminated, in whole or in part, before the designated date, LOR reserves the right to select Winners in a random drawing from all eligible, non-suspect Eligible Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
37. The list of the winners, which includes their respective names ,and the name of the high-needs Canadian elementary school they had chosen, will be publicly available at the LOR Head Office at 468 King Street West, Suite 500, Toronto, Ontario M5V 1L8 and may be posted on [www.loveofreading.org](http://www.loveofreading.org), and, other LOR marketing channels.

//End Official Rules