

## Official Rules

Teacher Created Resources

"Teacher Created Resources-2012 Back to School iPad Giveaway

### Official Sweepstakes Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO RESIDENTS OF US AND CANADA. VOID WHERE PROHIBITED. MUST BE 18 YEARS OF AGE AND OLDER. INTERNET ACCESS IS REQUIRED.

THE SWEEPSTAKES IS GOVERNED BY THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS, AND UNDERSTANDS THAT THE RESULTS OF THE SWEEPSTAKES, AS DETERMINED BY THE SPONSOR AND ITS AGENTS, ARE FINAL IN ALL RESPECTS.

- 1. HOW TO ENTER:** You may enter the Teacher Created Resources Back to School Giveaway on our website at [www.teachercreated.com/giveaway](http://www.teachercreated.com/giveaway). After submitting the required information on the entry form, the entrant will receive one (1) entry into the drawing. Limit one entry per person per day. Each entrant can encourage others to enter by sharing their unique personal entry link. For each person the entrants refer with their personal entry link the entrant will receive an additional entry. Additional Entry Conditions: Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. No mailed, telephoned, faxed, or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged nor will proof of submission of an entry form be deemed proof of receipt. In the event of a dispute as to any entry, the authorized account holder of the e-mail account used to enter will be deemed to be the entrant. The "authorized account" holder is the natural person assigned the e-mail account. Potential winners may be required to show proof of being the authorized account holder. Sponsor will be collecting personal data about entrants (including, without limitation, e-mail addresses) when such entrants enter the Sweepstakes. By participating in the Sweepstakes, entrants hereby agree to all personal information uses and disclaimers as explained in the Sponsor's Privacy Policy. Participation in the Sweepstakes further constitutes entrant's full and unconditional agreement to and acceptance of these Official Sweepstakes Rules and Privacy Policy of the Sponsor and willingness to be contacted by mail, telephone and/or email.
- 2. PRIZES:** One Grand Prize (1) prize of a 16GB Wi-Fi New iPad plus a free Teacher Created Resources Writing Prompts for Kids app. Five (5) First Place winners will receive a free Teacher Created Resources Writing Prompts for Kids app.
- 3. SWEEPSTAKES PERIOD** The overall Sweepstakes period begins at 12:00 p.m. PST on July 5, 2012, and ends at 11:59 p.m. EST on September 30, 2012 ("Sweepstakes Period"). Sponsor computer is the official clock for this Sweepstakes.
- 4. ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States, the District of Columbia, and Canada who are eighteen (18) years of age or older at the time of entry who have Internet access and a valid e-mail account at the time of entry. Entrants must submit all required information to be eligible to win. Entries missing required information will be disqualified. Required information will be clearly marked on the entry form by an asterisk (\*). The Sponsor, their respective promotions agencies, any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Promotion Entities") and their immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Sweepstakes. Sponsor has the right to verify the eligibility of each entrant.
- 5. DRAWINGS:** All eligible entries received during the Sweepstakes Period will be entered into a sweepstakes drawing. Prize winners will be randomly selected during the first week of October, 2012 from all eligible entries received prior to that drawing date. The winners will be notified by telephone, e-mail, and/or mail. Each entrant is responsible for monitoring his/her e-mail account/phone/mailbox for prize notification or other communications related to this contest. If a potential prize winner cannot be reached by Sponsor within thirty (30) days using the contact information provided at the time of entry, or if prize notification is returned as undeliverable, that potential prize winner shall forfeit the prize. Upon the request of the Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If a potential winner fails to comply with these official rules, that potential winner will be disqualified. Prize may not be awarded if an insufficient number of eligible entries are received. Insufficient number of eligible entries is defined as less than one eligible entry per day.
- 6. CERTAIN ADDITIONAL CONDITIONS:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to Sponsor. Sponsor reserves the right, in its sole discretion, without prior notice and at any time, to cancel, terminate or suspend this Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration of this Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if applicable) the action taken by Sponsor. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated these Official Sweepstakes Rules or any element of this Sweepstakes. By participating, entrants agree to be bound by the Official Sweepstakes Rules and the decisions of Sponsor and to waive any right to claim ambiguity in these Official Sweepstakes Rules. All prizes are awarded upon the condition that the Sweepstakes Entities shall have no liability whatsoever and shall be released, discharged, indemnified, and held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, or participation in this Sweepstakes and to sign any documents requested by Sponsor to evidence this release. The Sweepstakes Entities are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit a participant's ability to participate in the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Except where prohibited by law, winner agrees to permit Sponsor to use his/her name, address, city, state, photograph, videotape or any likeness for advertising or publicity purposes for no additional compensation.
- 7. WINNERS LIST:** For prize winner information, which shall be available after October 7, 2012 please send a separate, self-addressed stamped envelope to Teacher Created Resources, Attn: Dianne Kelly, 6421 Industry Way, Westminster, CA 92683 All requests must be received by April 7, 2013.
- 8. PUBLICITY:** By participating, each entrant grants Sponsor permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.
- 9. APPLICABLE LAW:** These rules are governed by the laws of the State of California without giving effect to conflicts of law rules.
- 10. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Sweepstakes, entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this Sweepstakes or any Grand Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association ("AAA"); (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney's fees, and entrant further waives all rights to have damages multiplied or increased.

11. SPONSOR: The sponsor of this Sweepstakes is Teacher Created Resources, 6421 Industry Way, Westminster, CA 92683