



Rules and Regulations:

Scholastic Reading Club's FitBit Giveaway

2019 Official Rules:

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET ACCESS AND E-MAIL ACCOUNT REQUIRED. OPEN ONLY TO LEGAL RESIDENTS OF CANADA, 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. OFFERED ONLY IN CANADA.

Eligibility

"Scholastic Reading Club FitBit Giveaway" (the "Giveaway") is open only to legal residents of Canada (excluding Quebec) who are 18 years or older at time of participation ("participants" or "entrants"). DO NOT PARTICIPATE IN THE GIVEAWAY IF YOU ARE NOT A LEGAL CANADIAN RESIDENT 18 YEARS OR OLDER. Employees, officers, and directors of Scholastic Canada Ltd. ("Sponsor"), its affiliated and subsidiary companies, advertising and promotional agencies, and suppliers of promotion materials and services and any other entity engaged in any way in the development, production, printing, distribution, or execution of the Giveaway, and members of the immediate family or household of such individuals are not eligible. ("Immediate family" means spouse and parents, siblings, and children and their spouses, whether or not residing with the ineligible individual). You must have an e-mail account in order to participate in the Giveaway.

Giveaway Period

The Giveaway Period will start 08/20/19 at 00:01 a.m. EST and end 09/30/19 at 11:59 p.m. EST. Sponsor's computer is the official timekeeping device for the Giveaway.

How to Enter

Giveaway entries will be accepted through the Giveaway period. Entry is made by sending an email to ClubContests@scholastic.ca with subject line "FitBitContest. By entering, you acknowledge and agree that Sponsor may, but is not obligated to, publish or post any or all responses, whether selected as a winner or not, in its Reading Club flyers or other materials, on its website(s) or any of its pages on any other site(s), including, but not limited to, social media sites such as Facebook and Twitter, and may be used for any other legal purpose, including, without limitation, advertising in any and all media.

Giveaway Drawings

Drawing will be conducted by Sponsor on or about October 4, 2019. Odds of winning a prize depend upon the number of eligible entries received. Sponsor will announce the winners on the Scholastic Reading Club contest page: www.scholastic.ca/contests and contact winners via direct e-mail. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any submission that is inappropriate for any reason, including, without limitation, for depicting or mentioning sex, violence, drugs, alcohol, and/or inappropriate language.

Entry Restrictions

Participants must fully comply with the Official Rules. Any use of an automated entry device, robotic, repetitive, mechanically reproduced, automatic, programmed, or similar entry methods or agents (including, but not limited to, Giveaway/contest-entry services) are prohibited and will void all Giveaway entries by that entrant.

Prizes:

A total of one (1) FITBIT CHARGE 2 LARGE BLK will be awarded. (ARV \$199.95.)

Winner Notification

Winners will be notified via direct e-mail message within one week of the drawing date. Sponsor will have no liability relative to non-receipt of winner notification if potential winner's e-mail account is not properly set. Prizewinners must respond to the e-mail within seventy-two (72) hours with full name and mailing address and phone number; and if no response is provided, Sponsor will send one (1) additional message for which a response must be received within twenty-four (24) hours with the required information. Noncompliance with these requirements will result in disqualification and forfeiture of Prize; and in such event, Prize will be awarded to another randomly selected participant. If Sponsor is unable to contact a potential Prizewinner or no response is provided, such potential Prizewinner will forfeit Prize and will be disqualified, no further participation in the Giveaway by such person will be permitted, and an alternate winner will be selected. By entering the Giveaway, entrants accept and agree to these rules and the decisions of the Sponsor, which shall be final and binding.

Except where prohibited, participation in the Giveaway and acceptance of prize constitute winner's consent to Sponsor's use of winner's name, likeness, image and/or voice (including photograph, film, and/or recording of the same), and city/province of residence for promotional purposes in any media, worldwide, for an unlimited period of time without further payment or consideration for the purpose of promoting this Giveaway (including any outcome), and promoting any products manufactured, distributed, and/or supplied by the Sponsor.

General Conditions

Sponsor and its agencies are not responsible for incomplete information, incomplete transmission defaults, or faulty network connections, telephone, computer server/system/software failure of any kind, and/or delayed, garbled, or corrupted data. Any attempts by an individual to access the Giveaway or website via a bot script or other brute-force attack will result in that IP address becoming ineligible. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or website, to be acting in violation of the Official Rules or any laws, or to be attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices/poor sportsmanship, or intending to annoy, abuse, threaten, or harass any other entrants/persons.

Sponsor and its agencies are not responsible for: (1) any incorrect, incomplete, or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software (beyond Sponsor's control); (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error that may occur in the administration of the Giveaway or the processing of entries for the Giveaway; or (5) any injury or damage to property that may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Giveaway or receipt or use or misuse of any prize. **All entries in the Giveaway are subject to verification.** Without limiting the foregoing, an entry in the Giveaway will be automatically void if it is determined to be the product of an automated or mass-entry attempt (that is, not manually key-stroked). No more than the stated number of prizes will be awarded. In the event that production, printing, digital, or programming failures, or other reasons or any errors, cause more than the stated number of prizes to be available and/or claimed, Sponsor reserves the right to award only the indicated number of prize(s) (if previously not awarded), by a random drawing among all legitimate eligible claimants for prize(s). Sponsor reserves the right to terminate/cancel the Giveaway as a result of any printing, technical, or other errors.

Liability Limitations

By participating, each participant agrees (a) to abide by these Official Rules and the decisions of the Sponsor and its agents, whose decisions shall be final in all matters relating to the Giveaway; and (b) to release and hold harmless Sponsor, their respective affiliates, subsidiaries, related companies, advertising and promotion agencies, and all of their respective directors, officers, employees, representatives, agents, successors, and assigns from any and all injuries, liability, loss, or damage of any kind to person(s), including death, or property, arising in whole or in part, directly or indirectly, from his/her receipt, acceptance, possession, use, and/or misuse of any prize or from his/her participation in this Giveaway, or for any error in the announcement of any prize.

Sponsor's failure to enforce any provision of these Official Rules shall NOT constitute a waiver of that provision.

All Giveaway entries and participant information becomes the property of Sponsor, subject only to the policies of Sponsor's privacy policy as posted on its websites:

<http://www.scholastic.ca/aboutscholastic/webprivacy.php>

<http://www.scholastic.ca/aboutscholastic/privacy.php>

If, for any reason, a participant's entry in the Giveaway is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such participant's sole remedy is another opportunity to enter the Giveaway (as applicable), provided that it is possible to do so (as determined by Sponsor in its sole discretion).



If, for any reason, the Giveaway is not capable of running as planned because, for example, of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway as intended, Sponsor reserves the right to terminate, modify, or suspend this Giveaway, in whole or in part. In such event, notice of such action will be posted at: www.scholastic.ca/contests and Sponsor will conduct the Giveaway and select winners in a manner determined by Sponsor in its sole discretion to be fair, appropriate, and consistent with these Official Rules.

Choice of Law

Giveaway shall be governed by the laws of the province of Ontario without regard to choice of law or conflict of law principles. Any dispute, claims, and causes of action arising out of or connected in any way with the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and brought exclusively in a federal or provincial court in Ontario; any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway (if any), but in no event attorneys' fees; and under no circumstances will registered participant be permitted to obtain awards for, and registered participant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

Winners List

To obtain a winners list after October 4, 2019 go to: www.scholastic.ca/contests.

Sponsor

Scholastic Canada Ltd., 175 Hillmount Road, Markham ON L6C 1Z7