

Houghton Mifflin Harcourt
2019 Numeracy Counts Social Media Sweepstakes
SWEEPSTAKES RULES

NO PURCHASE NECESSARY.

SPONSOR

This 2019 Numeracy Counts Social Media sweepstakes (the “Sweepstakes”) is sponsored by Houghton Mifflin Harcourt Publishing Company, 125 High Street, Boston, MA 02110 (“HMH”).

1. You can enter this Sweepstakes on behalf of your school or district (Prize is award to the winning school and is intended to be used for school purposes) by: A) Sharing, liking, or commenting on HMH’s LinkedIn Cathy Seely quote post; or, B) Sharing, liking, or commenting on HMH’s Facebook or Twitter posts featuring Numeracy Counts speaker copy.

One entry per person. Multiple entries per school are allowed.

All entries must be received between 12:01 am from April 3, 2019 through May 2, 2019 at 5:00 pm EST. HMH assumes no responsibility for (a) lost, misdirected, damaged, stolen, illegible, failed, incomplete, garbled, delayed or late entries or mail; (b) telephone, electronic, program, network, Internet, or computer delays, deletions, interruptions or other failures of any kind; or (c) any human error that may occur in the processing of any entry, nor are they responsible for any theft or destruction or unauthorized access to, or alteration of, entries, whether caused by the sender or any of the equipment or programming associated with or utilized in this Sweepstakes. Proof of online submission of the entry does not constitute proof of delivery. In the event of a dispute regarding the identity of a person submitting an entry form, the entry will be deemed to be submitted by the Authorized Account Holder of the e-mail address at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned the e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. All entries (and rights in the winning entries) become the property of HMH and will not be acknowledged or returned.

2. Eligibility. Only open to residents of the 50 United States, age 21 and older, who are K-12 teachers or administrators who work at eligible schools in the United States. Void where prohibited or restricted by law. Employees of HMH and its affiliates, its dealers, its advertising and promotional agencies, its judging organization, manufacturers or distributors of Sweepstakes materials and their immediate families in the same household are not eligible. All federal, state and local laws and regulations apply. This promotion is intended for viewing in the United States only and shall only be construed and evaluated according to United States law. You are not authorized to participate in the Sweepstakes if you are not located within the United States. You must provide the name and address (physical or electronic) of your principal or other school administrator, so that HMH may notify such principal or administrator if you win the Prize on behalf of your school. You hereby grant permission to HMH to so notify such principal or administrator and to ship the Prize to your school, care of such principal or administrator. HMH reserves the right to exclude any entry in its sole discretion in order to ensure compliance with applicable laws, rules regulations and policies. Except where prohibited, participation in the Sweepstakes constitutes your irrevocable consent to HMH’s use of your name, likeness, voice, opinions, biographical information, and state of residence, to the extent collected as part of the Sweepstakes, for promotional purposes in any media without further payment or consideration.

3. Prize Details. 24 prizes consisting of Numeracy Counts branded Bluetooth speakers, valued at \$30, or 25 Cathy Seely Book “Smarter Than We Think”, valued at \$27.99, (the prize) will be awarded to the school of a randomly-selected entry submitted by an eligible participant who fulfills the previously stated criteria. All Prizes claimed will be awarded. Prizes cannot be transferred, substituted or redeemed for cash except at HMH’s sole discretion. Federal, state and local taxes are the responsibility of the winner. HMH reserves the right to substitute a Prize with a prize of equal or greater value.

4. Drawing and Awarding of Prizes. Winner of prizes will be determined in a random drawing from all entries received. Drawing will be held on or about May 7, 2019. Sweepstakes winner will be notified by phone, email or mail no later than May 14, 2019. If potential winner cannot be reached within five (5) calendar days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected. Winner will be required to sign an affidavit of eligibility and liability/publicity release within 14 days after notification is mailed, or prize will be forfeited and awarded to an alternate winner.

5. Limitation of Liability. Winner agrees that (except where prohibited) Sponsor may use winner's name, picture, portrait, likeness and voice for advertising and promotional purposes without further compensation. Sponsor, its promotional and advertising agencies, and all respective officers directors, employees, representatives and agents shall have no liability and shall be held harmless by winner for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in this Sweepstakes. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. Any and all claims, judgments and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorney's fees. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond the control of sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Sponsor and its promotion and advertising agencies 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 the sponsor, users or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

6. Ownership and Grants. You hereby grant to HMH a non-exclusive, perpetual, irrevocable, transferable, worldwide right and license to print, publish, display, perform, broadcast, transmit, host, edit, adapt, creative derivative works of, market, sell and distribute your submission, in all languages, and in all forms and media now or hereafter known. Without limiting the generality of the foregoing, HMH may utilize or permit others to utilize with or without charge, your submission to promote the sale of HMH’s products and services or for such other use as HMH may authorize.

7. Representations and Warranties. You hereby represent and warrant to HMH that (i) your entry and participation in this Sweepstakes will not violate any applicable laws rules or regulations applicable to you or your school or district, (ii) you have obtained all necessary approvals and consents to participate in the Sweepstakes and accept any prize awarded; (iii) You have the right to enter into this agreement free of any

claims or encumbrances, (iv) that the submission is your original work and that there is no content owned by third parties included in the submission, and (v) that the submission does not violate any copyright or other intellectual property, privacy or proprietary rights of third parties.

8. Attribution and Credit. HMH and its licensees may provide authorship or other credit to you in connection with the use of your submission but is not required to do so.