

OFFICIAL RULES

Put a Book in Your Tote Bag Season Sweepstakes

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. ENTRANTS MUST BE EIGHTEEN (18) YEARS OR OLDER AND LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED.

By participating, each entrant and participant (each, an “Entrant” and, collectively, the “Entrants”) agree to abide by and be bound by these official rules (“Official Rules”) and the decisions of Bookshop, Inc. (the “Sponsor”), which are final and binding in all respects and not subject to appeal.

1. **SWEEPSTAKES PERIOD:** The “**Put a Book in Your Tote Bag Season Sweepstakes**” is a random draw sweepstakes (the “Sweepstakes”), which begins at 12:00:00 AM (midnight) Eastern Daylight Time (“EDT”) on Friday, May 24, 2024 and ends 11:59 PM Pacific Daylight Time on Monday, May 27, 2024 (the “Sweepstakes Entry Period”), unless extended in the sole discretion of the Sponsor. The sole determinant of time for the purposes of a valid Entry (as such terms are defined below) in the Sweepstakes will be the Sponsor’s clock.
2. **ELIGIBILITY:** The Sweepstakes is open only to persons ages eighteen (18) years of age or older during the Sweepstakes Entry Period and who, as of the time of their Entry, are legal residents of, and physically located within, the fifty (50) United States or the District of Columbia (the “Territory”). The Sweepstakes are void outside of the Territory and where prohibited, taxed, or restricted by law. Officers, directors, employees, contractors, and agents of the Sponsor and its parent, subsidiary, affiliate, and related companies (collectively, the “Sweepstakes Entities”), as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution, or distribution of this Sweepstakes, are not eligible to participate in the Sweepstakes. “Immediate family member” shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother, or brother-in-law of a person. The Sweepstakes may only be entered in or from the Territory and purported Entries (as defined below) originating from any other jurisdiction other than the Territory are not eligible for Entry. All federal, state, and local laws and regulations apply to this Sweepstakes.
3. **HOW TO ENTER:** There are two (2) methods an Entrant may use to enter the Sweepstakes: (i) by making at least one purchase from www.bookshop.org during the Sweepstakes Entry Period, or (ii) by completing and submitting an entry form available at <https://woobox.com/3o3ftt> (or in the case of a failure of the entry submission via Woobox, sending an email to [info\[at\]bookshop.org](mailto:info[at]bookshop.org)) during the Sweepstakes Entry Period (each of (i) and (ii), an “Entry” and collectively, the “Entries”). There is a limit of one (1) Entry per Entrant for the entire Sweepstakes Entry Period. In case of dispute as to the identity of any Entrant, the Sponsor will declare the Entry made by the registered name and email address associated with such Entry. Any potential Winner (as defined below) may be requested to provide the Sponsor with proof that such person is the Entrant by whom the winning Entry was submitted.
4. **LIMITATIONS:** Entrants who have not complied with these Official Rules are subject to disqualification and their respective applicable Entry will be void. The Sponsor reserves the right to disqualify any Entry in the Sweepstakes if the Sponsor determines or suspects, in its sole and absolute discretion, that the Entrant who submitted the Entry in question has attempted to undermine the legitimate operation of the Sweepstakes by cheating, hacking, or other fraudulent,

deceptive, or unfair acts, omissions, or playing practices. The Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes at any time if, in the Sponsor's sole and absolute discretion, fraud, technical failures, or any other errors or other causes corrupt the administration, security, integrity, or proper operation of the Sweepstakes. In the event of cancellation, the Sponsor reserves the right to select the Winner from among all eligible Entries received up to the date and time of such cancellation in a manner determined by the Sponsor to be fair, appropriate, and consistent with these Official Rules, in the Sponsor's sole and absolute discretion.

The Sweepstakes Entities do not warrant or guarantee that access to the Sweepstakes will be uninterrupted. Neither the Sweepstakes Entities nor any of their respective present or future officers, directors, employees, contractors, affiliates, content partners, vendors, licensors, distributors, advertisers, other contracting parties, agents, representatives, successors, or assigns (individually and collectively, "Releasees"), are responsible for: (a) Entries from persons residing or physically located outside the Territory; (b) Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not compliant with these Official Rules; (c) lost, interrupted, or unavailable networks, servers, satellites, or websites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Sweepstakes; (d) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other errors in connection with the administration of the Sweepstakes, the processing of Entries, or the offering or announcement of a Prize (as defined below) or in any Prize notification; (e) any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature or otherwise; (f) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes; (g) any changes to any website function that may interfere with the Sweepstakes or an Entrant's ability to timely enter the Sweepstakes; or (h) damage to an Entrant or any other person or entity's system occasioned by or arising from participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes; even if caused by the negligence of any of the Releasees.

5. **THE PRIZE:**

Grand Prize: Five (5) Winners will receive either (i) a refund for their eligible order up to \$250, or, in the case they did not make a purchase, a \$250 Bookshop.org gift card. Approx. retail value: \$250.

6. **PRIZE RESTRICTIONS:** The Prize is non-transferable and non-assignable. No substitution, transfer, or cash redemption or equivalent of the Prize or any portion thereof is permitted, except at the Sponsor's sole discretion or as otherwise provided herein. The Sponsor will not replace the Prize if lost or stolen. The Winner is solely responsible for all applicable federal, state, and local taxes, including taxes imposed on the Winner's income. **DRAWING; ODDS:** The Sponsor will select the winning Entrant (the "Winner") in a random drawing from among all eligible Entries received, on or about May 30, 2024. The odds of winning the Prize depend on the total number of eligible Entries received during the Sweepstakes Entry Period. Notwithstanding anything set forth herein to the contrary, each winning Entrant shall be considered a "potential Winner" unless and until verified and confirmed by the Sponsor as meeting the eligibility requirements to be the official Winner of this Sweepstakes set forth in these Official Rules.

7. **HOW TO CLAIM THE PRIZE:** The potential Winner is subject to verification and full compliance with these Official Rules before the Prize will be awarded. On or about five (5) business days following the random drawing, the potential Winner will be notified via email to confirm their email address and any additional information or responses required by the Sponsor. Once such information is received, the potential Winner will be sent an email to the potential Winner's address requesting confirmation of certain information (the "**Confirmation**"). At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (a) the potential Winner's failure to respond to the Confirmation within five (5) business days after transmission; (b) the return of the Confirmation as undeliverable after three (3) attempts; (c) the return of any other notification as undeliverable; (d) the potential Winner's failure to provide the Sponsor with satisfactory proof of age and identity, as and when required; (e) the potential Winner's failure to provide the Sponsor with satisfactory proof that they are the authorized account holder of the email address associated with the winning Entry , as and when required; (f) the potential Winner's failure to provide any required additional information upon the Sponsor's request, as and when required; and/or (g) the potential Winner's failure to comply in any way with these Official Rules. In the event of Prize forfeiture by potential Winner, the Sponsor may, in its sole and absolute discretion, award or not award the forfeited Prize to an alternate Winner.
8. **PRIVACY POLICY:** The Sponsor will collect personal data about Entrants online in accordance with its privacy policy. Please review the Sponsor's privacy policy at https://bookshop.org/pages/privacy_notice. By participating in the Sweepstakes, each Entrant hereby agrees to the Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the Sponsor's privacy policy.
9. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** EACH ENTRANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASEES FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITY, ATTORNEYS' FEES, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARD OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING (IF ANY) TO OR FROM ANY PRIZE-RELATED OR SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON, OR PROPERTY. EACH WINNER AGREES (AS BETWEEN THE SPONSOR OR SWEEPSTAKES ENTITIES AND SUCH WINNER) THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EACH ENTRANT AGREES THAT (I) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (II) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ANY AND ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES AND WAIVES ANY AND ALL RIGHTS

TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY SUCH ENTRANT. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

10. **GOVERNING LAW; VENUE:** All issues and disputes concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the Sponsor or any Entrant, Sweepstakes Entity, or Releasee in connection with this Sweepstakes of these Official Rules shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. By participating, each Entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, this Sweepstakes or the Prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively in the state courts located in New York, New York, and the Entrant waives all jurisdictional, venue, or inconvenient forum objections to such court.
11. **GENERAL:** All applicable federal, state, and local laws apply to the Sweepstakes. Each Winner, by acceptance of a Prize, grants to the Sponsor, the other Sweepstakes Entities, and each of their respective designees the absolute right and license to use, publish, post, and/or display such Winner’s name, in any and all media now known or hereafter devised (including, without limitation, online or in print, film, or television), throughout the world and on the Internet, in perpetuity, without additional compensation or consideration, notification, or permission, unless prohibited by applicable law. Any of the Sweepstakes Entities’ failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. These Official Rules shall govern and prevail in the event of any conflict with any terms or conditions applicable to the Sweepstakes contained in these Official Rules and those contained in Sweepstakes-related materials. In the event that any provision is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sweepstakes Entities’ employees are not authorized to waive, modify, or amend any provision or provisions of these Official Rules in any manner whatsoever. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
12. **WINNER; OFFICIAL RULES:** To receive the name of the Winner, send an email to info@bookshop.org with WINNER “Put a Book in Your Tote Bag Season Sweepstakes” as the

subject line. Requests must be received by May 30, 2025. The identification of the Winner will be sent after the Winner has been verified. For a copy of these Official Rules, print this webpage or send a self-addressed, stamped envelope (except for Vermont residents, who may omit postage) to Bookshop.org, 463 Lincoln Place #200, Brooklyn, NY 11238, Attention: Bookshop.org Put a Book in Your Tote Bag Season Sweepstakes before the end of the Sweepstakes Entry Period.

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