**WINGS OF FIRE FANWING FEST ART CONTEST**

**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

1. **How to Enter.** To enter the Contest, go to **https://www.scholastic.com/content/site/wings-of-fire-fanwing-fest-art-contest.html** (“Site”) between 12:01am ET on December 1, 2024 and 11:59pm ET on January 17, 2025 (“ Contest Period”), read the Official Rules, and have your child (must be age 17 or younger at the time of entry) create an illustration (“Illustration”) based on the *Wings of Fire* book series (collectively, the “Book”) by Tui Sutherland (“Author”) on a single sheet of standard letter sized 8

½ x 11 unlined paper in portrait/vertical orientation. All Illustrations must comply with the Guidelines set forth on the Site and the Guidelines and Restrictions defined in Section 3 below. Complete the online entry form (including your name, email address, mailing address, phone number, and your child’s first name and age as of the date of entry), and follow the instructions on the Site to upload your child’s Illustration and click the “submit” button. **BE SURE TO KEEP YOUR CHILD’S ORIGINAL ILLUSTRATION, AS SCHOLASTIC INC. (“SPONSOR”) MAY REQUIRE THE ORIGINAL ART IN THE EVENT YOU ARE A WINNER.** All entry information and Illustrations shall be collectively referred to herein as the “Submissions” or each as a “Submission.” **All Illustrations and entries must be submitted by that child’s parent or legal guardian, who will be the “entrant” in this Contest**.

**Limit one (1) Submission per entrant for each of their children. ENTRANTS ARE NOT PERMITTED TO SUBMIT MORE THAN ONE (1) SUBMISSION PER CHILD AND MORE THAN ONE PARENT OR GUARDIAN CANNOT ENTER A SUBMISSION FOR THE SAME CHILD. Submissions must comply with the Guidelines and Restrictions defined below in Section 3.** Sponsor reserves the right to cancel or modify this Contest, or to assign illustrators for the Book besides entrants to the Contest, in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to their Submission:

(a) entrant is the sole and exclusive owner of all aspects of the Submission, apart from Sponsor’s and Author’s intellectual property, which includes any copyrights, trademarks, names, logos, designs, artwork, characters and/or other copyrightable elements owned by Sponsor or Author (as applicable) (collectively, “Sponsor IP”), which may only be used pursuant to the limited license described more fully herein; (b) the Illustration in the Submission is entrant’s child’s own original creation and has been executed solely by entrant’s child, without the use of any artificial intelligence tool; (c) entrant is the parent or legal guardian of the child whose Illustration is being submitted by entrant and entrant has the right and authority to submit the Illustration created by their child in this Contest; (d) the Illustration will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right; (d) the Illustration complies with the Guidelines and Restrictions (defined below in Section 3); and (e) the Illustration has not been submitted previously in a promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.

**Without limiting the Guidelines and Restrictions (defined below in Section 3), Sponsor reserves the right to determine, in its sole discretion, that a Submission requires the release of third parties based on the content of the Submission. In such event, entrant shall be required to submit such release(s) signed by the third party(ies) upon request and each such release shall give entrant, Author and Sponsor the right to use such third party’s image and/or material, as applicable, for purposes of this Contest in accordance with these Official Rules, including the grant of rights set forth herein. Sponsor reserves the right to request any such third party releases at any time. Failure to produce any such releases requested by Sponsor may result in disqualification of the Submission, in Sponsor’s sole and absolute discretion.**

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All Submissions become the sole and exclusive property of the Sponsor and receipt of Submissions will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

1. **Eligibility. Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age (or the age of majority in their state of residence if older) as of date of entry, and are the parent/legal guardian of a child age 17 and under.** Void outside of the foregoing territory, and where prohibited or restricted by law. Employees, officers and directors of Sponsor, and its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.
2. **Submission Guidelines and Content Restrictions: By entering, each entrant agrees that their Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”)** and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines**:

* + **The Illustration must be the original creation of your child age 17 or under at the time of entry.**
  + **No use of any artificial intelligence tool is allowed. Any Submission found to have used any artificial tool shall be disqualified.**
  + **The Submission must be submitted by that child’s parent or legal guardian.**
  + **The Illustration must be on a single sheet of standard letter sized 8 ½ x 11 unlined paper in portrait/vertical orientation.**
  + **The Submission must be entered online through the Site in accordance with the instructions on the Site. Entries by mail or any other means will not be accepted.**
  + **When uploading your child’s Illustration, please name the file with your child’s first and last name, age, city and state.**

**Content Restrictions:**

* + **The Submission must be the child’s original creation and not contain any previously published or third party material, including but not limited to any third party’s image, text, illustrations, trademarks, and/or logos.**
  + **The Submission must not contain material that violates any U.S. laws or regulations or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;**
  + **The Submission must not disparage Sponsor, Author, and/or any other person or party;**
  + **The Submission must not contain material that is inappropriate, indecent, obscene, hateful, defamatory or otherwise objectionable, as determined in Sponsor’s sole discretion; and**

1. **Use of Book Content.** Sponsor and/or Author (as applicable) grant entrants a limited, revocable, non-sub-licensable, license to use the story, characters and text of the Book

(collectively, “Book Content”) for the sole purpose of their child creating the Illustration and entrant submitting the Submission for review and assessment in this Contest. In addition, entrants recognize that all right, title, and interest in Book Content and Sponsor IP shall remain the exclusive property of Sponsor or Author (as applicable), and entrant agrees that they have not and will not take any action that might harm or adversely affect such rights. Each entrant further acknowledges and agrees that Sponsor’s and Author’s rights in the Book Content and Sponsor IP, as applicable, are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Author and Sponsor’s rights in Book Content and Sponsor IP in any forum.

1. **Independently Developed Material.** By entering, entrants recognize that other persons may have submitted Submissions, or otherwise submitted material to Sponsor and/or Author, or made public, or may hereafter originate and submit or make public, similar or identical material to their Submission, and Sponsor and/or Author shall have the right to use, and entrants understand that they will not be entitled to any compensation because of Sponsor’s use of, such other similar or identical material.
2. **Judging Panel/Judging Criteria.** On or around February 3, 2025, all eligible Submissions will be judged by Sponsor. All Submissions will be judged based on the following equally-weighted judging criteria (“Judging Criteria”): (a) imagination; (b) creativity; and (c) interpretation of the *Wings of Fire* series content. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor and judges, which will be final and binding in all matters relating to the Contest.
3. **Prizes.** Two Hundred and Fifty (250) winners will have their child’s Illustration featured in a booklet (“Booklet”) to be published and given away by Sponsor in Spring 2025 (tentatively between April - June) at the various locations on the Wings of Fire Book Tour (the “Tour”) or at such other locations or through such other means in the event distribution through Tour is not reasonably possible as determined in Sponsor’s sole discretion (ARV $25.00 U.S.). Prizes are non-transferable. No substitutions or cash redemptions, except in the case of unavailability of any prize, in which event Sponsor reserves the right to substitute a prize of equal or greater value. Any and all federal, state, and local taxes are the sole responsibility of the winners. All unspecified expenses are the responsibility of winner(s).
4. **License. As a condition of winning the prize, potential winner grants Sponsor a non-exclusive, royalty free, worldwide, perpetual, irrevocable license to publish the Illustration in the Booklet, and related marketing and promotion materials. While Sponsor’s initial plan is to distribute the Booklet in print during the Tour, entrant acknowledges and agrees that the foregoing license includes the right for Sponsor to use, edit, adapt, modify, reformat, combine with other materials, post, copy, and distribute Illustrations and all elements embodied therein, in any and all media now known or hereafter developed, worldwide, in perpetuity, for advertising, promotional, marketing, trade and other purposes, without further compensation, notification or permission. Potential winner and their child agree to sign any agreements requested by Sponsor to evidence the foregoing license and grant of rights. Notwithstanding the foregoing, Released Entities (defined below) shall not be liable or responsible in the event any winning Illustration is not used for any reason.**

By accepting the prize, each winner grants to Sponsor the right to use their and their child’s name, likeness, biographical information, and Submission, as well as any statements made by each winner and their child regarding the Contest, Sponsor and/or Author for purposes of advertising and promotion without further notice or compensation, except where prohibited by law. One or more winners may also be required to attend and participate in media and/or public relations events (the “Media Events”) designated by Sponsor and/or requested by various media outlets. Upon Sponsor’s request, and subject to winner’s availability, each winner agrees to participate in such Media Events without any further compensation. Sponsor shall have the right, in its sole discretion, to choose the winners it wishes to participate in such Media Events. By accepting the prize, all winners, whether or not chosen to participate in such Media Events, agree to release Author and Sponsor, and its affiliates, subsidiaries, distributors and agencies, and hold each of them harmless, from any claims relating to their selection, non-selection, participation or non- participation in any Media Events.

1. **Notification.** Potential winners will be notified by email on or about February 3, 2025 and **will be required to sign and return, an Affidavit of Eligibility, Liability/Publicity Release and any Publisher Agreements (on behalf of themselves and their child) within three**

**(3) calendar days of prize notification. If any potential winner cannot be contacted within three (3) calendar days of first notification attempt or fails to return any required documentation within three (3) calendar days of notification, if any prize or prize notification is returned as undeliverable, if any potential winner rejects their prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to an alternate winner.**

1. By participating, entrants and winners agree to release and hold harmless Sponsor, Author and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, and their respective advertising and promotion agencies (collectively, “Released Entities”), from any and all liability, for loss, harm,

damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics**,** acts of terrorism or any other reason beyond the reasonable control of Sponsor. In the event any of the foregoing occurs, Sponsor reserves the right, in its sole discretion, to cancel, modify, extend or suspend this Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor further reserves the right to select fewer than the number of winners set forth in Section 7 above should Sponsor receive an insufficient number of eligible entries. EXCEPT AS PROHIBITED BY LAW AND WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND IN CONNECTION WITH THE CONTEST.

1. **Additional Terms.** Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the Contest, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site, or attempting to undermine the legitimate operation of the Contest 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. In the event of a dispute as to any Submission, the authorized account holder of the email address used to enter will be deemed to be the entrant and must comply with theses Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.
2. **Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with the Contest and any controversy or claim arising in connection with the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, County of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any

matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with the Contest, the parties submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York. The parties herby waive any defense of lack of personal jurisdiction or inconvenient forum.

1. **Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy located at <https://www.scholastic.com/privacy.htm>. By participating in the Contest, entrants hereby agree to Sponsor’s collection and usage of their personal information in accordance with its privacy policy and acknowledge that they have read and accepted Sponsor’s privacy policy.
2. **List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope after February 3, 2025 and no later than March 7, 2025 to: **Wings of Fire Fanwing Fest Art Contest Winners List,** Scholastic Inc., 557 Broadway, New York, NY 10012.
3. **Sponsor.** Scholastic Inc., 557 Broadway, New York, NY 10012.