

OFFICIAL RULES

***Reading Counts!* WORD UP CHALLENGE!**

NO PURCHASE NECESSARY

1. Entries for the Houghton Mifflin Harcourt (“HMH”) *Reading Counts!* WORD UP CHALLENGE (the “Contest”) shall be judged based upon school information and SAM reports as split into three categories: Category A, Category B and Category C as described below.

Participating schools with 50-299 students enrolled in the *Reading Counts!* program will be categorized and judged within Category A. Participating schools with 300-549 students enrolled in the *Reading Counts!* program will be categorized and judged within Category B. Participating schools with 550 or more students enrolled in the *Reading Counts!* program will be categorized and judged within Category C.

2. **Contest Period.** The Contest begins on September 12, 2017 at 12:01 a.m. Eastern Standard Time (“EST”) and ends on December 7, 2017 at 11:59 p.m. EST (the “Contest Period”). All awards will be announced by HMH on January 4, 2018. If a winning school does not accept the prize and complete any necessary paper work within ten (10) business days, HMH may select an alternate winner.
3. **Eligibility.** The Contest is open to schools currently using the HMH *Reading Counts!* Program as of the commencement of the Contest Period throughout the United States only. In order to be eligible to enter the Contest on behalf of your school, you must be a legal resident of the United States, at least eighteen (18) years of age and actively employed by the school on behalf of which you are entering at the time of entry. Only one person may enter on behalf of each entering school. Entrants may submit entries for either or both the *Reading Counts!* WORD UP CHALLENGE and the *Reading Counts!* MVP Award (each more fully detailed below). Each entering schools may submit up to one (1) entry for the *Reading Counts!* WORD UP CHALLENGE and up to one (1) entry for the *Reading Counts!* MVP Award.

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. Except where prohibited, participation in the Contest constitutes your 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 Contest, for promotional purposes in any media without further payment or consideration.

Employees, and members of their families living in the same household, of Houghton Mifflin Harcourt Publishing Company, its parent, subsidiaries, brokers, distributors, dealers, retailers, affiliates, and its advertising, promotion, and production agencies, are not eligible to enter. Contest is void where prohibited by law.

3. **Prizes.**
 - A. ***Reading Counts!* WORD UP CHALLENGE Award**
HMH shall award a total of three (3) schools (one school from Category A, one school from Category B, and one school from Category C), with the highest number of words

read by the *Reading Counts!* enrolled students the *Reading Counts!* WORD UP CHALLENGE Award.

The winning school of the *Reading Counts!* WORD UP CHALLENGE award in Category A shall receive the prizes outlined in the chart below with a retail value of up to \$1,345 for their school. The winning school of the *Reading Counts!* WORD UP CHALLENGE award in Category B shall receive the prizes outlined in the chart below with a retail value of up to \$1,925 for their school. The winning school of the *Reading Counts!* WORD UP CHALLENGE award in Category C shall receive the prizes outlined in the chart below with a retail value of up to \$2,650 for their school.

School Category	Reading Counts! WORD UP CHALLENGE Prize
Category A: 50-299 students enrolled in <i>Reading Counts!</i>	<ul style="list-style-type: none"> • Party certificate (retail value up to \$500) • Curious George visit (retail value up to \$500) • School plaque + banner (retail value up to \$50) • Three medals given at school's discretion for individual students (retail value up to \$45) • \$250 Retail Value - HMH Trade Books RETAIL VALUE: UP TO \$1,345
Category B: 300-549 students enrolled in <i>Reading Counts!</i>	<ul style="list-style-type: none"> • Party certificate (retail value up to \$800) • Curious George visit (retail value up to \$500) • School plaque + banner (retail value up to \$50) • Five medals given at school's discretion for individual students (retail value up to \$75) • \$500 Retail Value - HMH Trade Books RETAIL VALUE: UP TO \$1,925
Category C: 550+ students enrolled in <i>Reading Counts!</i>	<ul style="list-style-type: none"> • Party certificate (retail value up to \$1200) • Curious George visit (retail value up to \$500) • School plaque + banner (retail value up to \$50) • Ten medals given at school's discretion for individual students (retail value up to \$150) • \$750 Retail Value HMH Trade Books RETAIL VALUE: UP TO \$2,650

B. *Reading Counts!* MVP Award

HMH shall award a total of three (3) schools (one school from Category A, one school from Category B, and one school from Category C), with at least an average of 1,000 words read per student enrolled in *Reading Counts!* and with the highest scoring submission of other materials demonstrating creative, school wide efforts by parents, teachers, librarians, and administrators to promote independent reading the *Reading Counts!* MVP Award based on the point system indicated in Section 6 below.

The winning school of the *Reading Counts!* MVP Award in Category A shall receive the prizes outlined in the chart below with a retail value of up to \$345 for their school. The winning school of the *Reading Counts!* MVP Award in Category B shall receive the prizes outlined in the chart below with a retail value of up to \$625 for their school. The winning school of the *Reading Counts!* MVP Award in Category C shall receive the prizes outlined in the chart below with a retail value of up to \$950 for their school.

School Category	Reading Counts! MVP Prize
Category A: 50-299 students enrolled in <i>Reading Counts!</i>	<ul style="list-style-type: none"> School plaque + banner (retail value up to \$50) Three medals given at school's discretion for individual students (retail value up to \$45) \$250 Retail Value – HMH Trade Books RETAIL VALUE: UP TO \$345
Category B: 300-549 students enrolled in <i>Reading Counts!</i>	<ul style="list-style-type: none"> School plaque + banner (retail value up to \$50) Five medals given at school's discretion for individual students (retail value up to \$75) \$500 Retail Value – HMH Trade Books RETAIL VALUE: UP TO \$625
Category C: 550+ students enrolled in <i>Reading Counts!</i>	<ul style="list-style-type: none"> School plaque + banner (retail value up to \$50) Ten medals given at school's discretion for individual students (retail value up to \$150) \$750 Retail Value – HMH Trade Books RETAIL VALUE: UP TO \$950

- C.** Prizes are non-transferable, non-assignable, and no cash alternative will be offered. Taxes on prizes, if any, are the sole responsibility of individual winners and other recipients of prizes in conjunction with the Contest. Winners shall submit correct information to Sponsor for tax purposes, including, without limitation, name, address, and Social Security Number or Tax Identification Number. Subject to all applicable laws.
- D.** HMH makes no warranty, guaranty or representation of any kind concerning the Prize, and disclaims any and all implied warranties related to such Prize to the maximum extent permitted by law. HMH reserves the right to substitute a Prize with one of comparable or greater value at its sole discretion.

5. Submission Requirements.

A. All Schools

To participate, schools must submit a information and two SAM reports electronically, by at WordUpChallenge2017@hnhco.com. The following information must be included in each submission:

- Information
 - Name of School
 - Contact Person (title, address, phone number, email)
 - Waivers/Permissions (all winning schools will be required to provide a Release in the form of Exhibit A as well as an acknowledgment and acceptance of these Official Rules executed by an authorized official of the winning school prior to the award of any Contest prize)

- Participation Summary Report (see page 34 of *Reading Counts! Educator's Guide*)
 - Data in report: Name of School, Time Period, Students Enrolled
- Points Summary Report (see page 38 of *Reading Counts! Educator's Guide*)
 - Data in report: Name of School, Time Period, Total Words Read

B. Schools entering submissions for the *Reading Counts! MVP Award*

To be considered for the *Reading Counts! MVP Award*, schools must submit additional information that demonstrates creative, school wide efforts by parents, teachers, librarians and administrators to promote independent reading. These materials may include but are not limited to:

- Hyperlink or PFS of news articles
- Hyperlink to school/library websites
- Hyperlink to blogs
- PDFs of school publications (e.g., PTO/school/library handouts, pamphlets, etc.)

C. General

All entries must be complete to be eligible. Only entries received during the Contest Period and which are otherwise fully compliant with these Official Rules and other instructions posted by HMH are "Valid Entries." Entries that are late, lost, stolen, undelivered, contain false information, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, generated by script, macro or other automated means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. HMH is not responsible for errors or difficulties of any kind whether human, mechanical, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize, or in any Contest-related materials or the cancellation or postponement of the Contest.

HMH is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or whom HMH believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Contest, as determined at the sole and absolute discretion of HMH, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Contests. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING EITHER CONTEST WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HMH RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. HMH reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in

violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

6. Scoring of Entries.

A. *Reading Counts!* WORD UP CHALLENGE Award

Winners will be calculated by the number of words read by the *Reading Counts!* enrolled students based on the Participation Summary Report and Points Summary Report submitted in each entry. In the event of a tie, the school with the higher average Lexile level of books read shall win the Reading Counts! Read More to Achieve More Award.

B. *Reading Counts!* MVP Award

Judges shall review submissions for the *Reading Counts!* MVP Award and assign a 12-point maximum score based on a maximum of 4 points for each of three standards. Note that schools should give examples for each of the three standards but do not have to address every specific recommendation and instance below. Judges shall assess the creativity, effectiveness, and inclusiveness of the school's efforts in promoting independent reading with *Reading Counts!*.

a. CREATIVITY OF EFFORT. The nominated school's (1) visual, (2) performative, and/or (3) community and social media outreach to promote independent reading with *Reading Counts!*. Examples: (1) posters, library displays, trophy cases; (2) awards ceremonies, parties and other celebrations, PTO/PTA drives, author and other celebrity visits, challenges by the principal and other school staff (e.g., fun stunts to encourage students to read); (3) local and student newspaper articles, flyers, texts/"tweets", videos, podcasts, and/or websites.

b. EVIDENCE OF EFFECTIVENESS. Informal and/or formal assessments that demonstrate (1) enhanced student engagement with independent reading, (2) feedback from parents, teachers, and librarians on improved reading culture, and/or (3) statistics for increased school and classroom library circulation.

c. INCLUSIVENESS OUTREACH. At least one example of reaching out to students who are reluctant and/or challenged readers with the joy and excitement of independent reading.

No additional points or favor will be awarded to a particular Entry format. Entries may be subject to a due diligence review for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in your disqualification. All decisions of the Judges are final.

7. Release and Limitations of Liability: By entering this Contest, all entrants agree to release and hold harmless HMH, their respective parents, subsidiaries, affiliates, and each of their respective

officers, directors, employees, and agents (the “HMH Entities”) from and against any claim or cause of action arising out of participation in the Contest or receipt of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) lost, late, postage-due, misdirected, damaged, undeliverable or illegible Entry materials; (c) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by HMH on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; (d) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Contest technical errors; (e) injury or damage to other property or to persons; or (f) errors in the administration of the Contest or the processing of entries. By accepting the prize, the winner agrees that the HMH Entities will have no liability and will be held harmless by such winner for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, use or misuse of the prize or participation in the Contest, even if caused or contributed to by the negligence of any of the HMH Entities. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

8. Disputes: By entering this Contest, all entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Massachusetts. By entering this Contest, all entrants agree that HMH maintains the right to decide all matters and disputes arising from the Contest and that HMH’S determination of the winners will be final and binding, as well as agreeing to hold harmless and indemnify the HMH Entities from and against any liability, damages, or causes of actions (however named or described), with respect to or arising out of: (i) the entrants’ participation in the Contest, including, but not limited to, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy; (ii) the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any prize (including any type or manner of costs or damages), whether under a theory of contract, tort (including negligence), warranty, or any other theory; and (iii) travel to or from any Contest-related activity.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants’ rights and obligations, or the rights and obligations of HMH in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Massachusetts.

9. Miscellaneous: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. HMH’S failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules.

Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy, or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in HMMH'S sole and absolute discretion.

- 10.** Submission of entry indicates your full and unconditional agreement to, and acceptance of, (i) these Official Rules and (ii) HMMH's decisions regarding the administration of this Contest and interpretation of these Official Rules, which are final and binding in all respects.

Exhibit A

MATERIALS RELEASE

Name image(Please print legibly):		School:
Street:		
City:	State:	
Phone:		

1. In this Materials Release, the "Company" refers to Houghton Mifflin Harcourt Publishing Company, and its divisions, subsidiaries, agents, representatives, licensees, successors and assigns.

2. The Company has asked to use images or recordings of me, my school and persons on school premises (including, but not limited to, photographs, video or audio recordings where I am readily identifiable), and/or the name, biographical information, voice, signature, words and statements and any data and supporting materials submitted on behalf of my school in connection with entry into any contest or promotion offered or managed by Company (individually and collectively, the "Identifying Material"), in various forms and media for use in the Company's goods and services and to promote and market the Company's goods and services.

3. On behalf of my school and for myself and my heirs, I irrevocably grant to the Company all right, title, and interest in the Identifying Material, including the right and permission to publish, edit, revise, use, reproduce, distribute, display, perform, transmit, license, transfer or dispose of my Identifying Material (in whole or in part) throughout the world, in all formats and media now known or later developed, including print, digital, visual, audio, and audio-visual, and for all purposes whatsoever, including all trade, advertising, marketing and promotional uses. Changes may be made to the Identifying Material and a fictitious name may be used in connection therewith all without further consent from or payment to me.

4. On behalf of my school and for myself, I expressly hold harmless, release and forever discharge the Company and its officers, directors, employees and contractors from any and all claims of liability, responsibility and damages of any nature whatsoever, known or unknown, arising from the use of the Identifying Material, or any modification or derivative version of the Identifying Material, including without limitation any claims for infringement of intellectual property, moral rights or other personal or proprietary rights. I understand that by signing this Release, I waive any and all past, present or future rights relating to the Identifying Material, including without limitation, any right of future compensation, attribution and inspection. If I should receive any copy of the Identifying Material, I shall not authorize its use by anyone else. I agree that the Company has no duty to use my name or list my name in connection with the use of the Identifying Material. I understand that the decision to use the Identifying Material is the Company's and the Company is not obligated to use the Identifying Material in any way.

5. This Materials Release will be interpreted under and governed in all respects by the laws of the Commonwealth of Massachusetts.

6. I have read and understand this entire Model Release and agree to its provisions. I warrant that I am over 18 years of age and have the right and ability to enter into this Model Release.

Name (please print):

Title:

Signature:

Date: