OFFICIAL RULES

By entering the Stacks Academic Website Makeover Contest (the “Contest”), you agree to be bound and abide by the following official rules (the “Official Rules”). Unless indicated otherwise, these Official Rules apply equally to the Contest unless indicated otherwise.

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

1. PROMOTION PERIOD:

The Promotion begins at 5:00 PM Eastern Daylight Time on January 22, 2019 and ends at 5:00 PM Eastern Standard Time on April 2, 2019 ("Promotion Period"). Sponsor’s designated computer is the official time clock for the Promotion.

2. SPONSOR:

The sponsor(s) of the Contest are EBSCO Publishing, Inc. dba EBSCO Information Services ("EBSCO" or “Sponsor”), located at 10 Estes Street, Ipswich, MA 01938 and Stacks Inc. dba Stacks Inc. (“Stacks” or “Sponsor”), located at 302, 10509 81 Ave Edmonton, Alberta T6E1X7 Canada.

3. ELIGIBILITY:

The Contest is open only to employees of Academic Libraries in the United States and Canada, who are at least eighteen (18) years of age or the legal age of majority in the jurisdiction in which he/she resides, as of date of entry.

Employees, directors, officers, agents and representatives of Sponsor and its parent, subsidiaries, affiliates, (collectively, “Affiliated Parties”), as well as the immediate family members (i.e., spouses, parents, children, siblings and their respective spouses, regardless of where they reside) and persons residing in the same household of any Affiliated Parties, whether or not related, are not eligible to enter or win. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted or by law.

4. TO ENTER THE CONTEST:

To enter the Contest during the Promotion Period, you must complete and submit the online contest web form hosted on https://more.ebsco.com/website-win.html

5. LIMITATIONS ON ENTRIES:

The following limitations apply to all Entries for the Contest:

Limit one (1) Entry per person. Each web form submitted is considered one (1) Entry. Entries must be received within the Promotion Period to be eligible. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that, or entrant who, does not comply with these Official Rules, or if the Entry is illegible, incomplete, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. Entrants/Entries subject to all notices posted online at https://more.ebsco.com/website-win.html including but not limited to Sponsor’s privacy policy. No mechanically reproduced Entries of any kind permitted. Illegible and incomplete Entries are void. Sponsor is not responsible for, misdirected Entries or Entries not received. Proof of submitting an Entry does not prove the receipt of that entry by the
Sponsor. All Entries are subject to eligibility verification by the Sponsor, which reserves the right to disqualify any Entry in its sole discretion.

6. LICENSE:

By submitting an Entry to the Contest, you hereby grant to Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publish, delete or display such Entry, or any portion thereof, in any media now known or hereafter devised without any further right of approval or consideration. You authorize Sponsor to utilize, for eternity and in any manner they see fit, the Entry submitted to Sponsor, and to make derivative works from such material. You agree that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees, and shall be freely assignable by Sponsor and that Sponsor and its assignees and licensees shall have no obligations whatsoever to you. Once submitted, the Entry may not be deleted, canceled, or modified by you.

7. CONTEST PRIZES:

One (1) Entrant who completes and submits the contest web form will be awarded a grand prize consisting of:

- A consultation with Stacks Inc. to assess their academic library website needs;
- A three (3) year paid-up subscription to the Stacks Platform to create and host a new academic library website; and
- Three (3) years of customer support offered through Stacks Inc.

8. WINNER SELECTION NOTIFICATION AND TESTIMONIAL:

On or before April 16, 2019, a panel of judges (the “Panel”) consisting of employees of Sponsor(s) will select the one (1) grand prize winner. Panel will select the winners based on a number of factors. The decision of the Panel is final and binding.

Each Contest winner (“Winner”) will be notified by email, and/or telephone and must respond to Sponsor within five (5) days from date of such notification. The manner of notification is at the sole discretion of Sponsor. Winner must follow the instructions given and comply with all terms and conditions set forth in these Official Rules to collect any prize.

At Sponsor’s sole discretion, the Winner may be required to complete and return an Affidavit, Declaration or Certificate of Eligibility, along with any other documentation reasonably required by Sponsor for prize fulfillment (collectively the “Fulfillment Documentation”) within ten (10) days of receipt of such Fulfillment Documentation. If the prize notification or any Fulfillment Documentation is returned as undeliverable, the Winner will be disqualified.

No prize transfer, assignment, or substitution by the Winner is permitted. If the prize (or part of the prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize with equal monetary value and/or specification, unless to do so would be prohibited by law.

The Winner agrees to provide a testimonial or statement on its experience with the Stacks platform which the Sponsor may use in any of its marketing materials to promote the Stacks product.
ENTRANT’S NONCOMPLIANCE WITH THESE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATIVE POTENTIAL WINNER.

9. LIMITATION OF LIABILITY:

By participating in this Contest, you agree to release, discharge and hold harmless Sponsor and its Affiliated Parties from and against any injuries, losses, damages, claims, actions or liability of any kind resulting from the entrant’s participation in the Contest. By receipt of any prize, the Winner agrees to release and hold harmless Sponsor and its Affiliates from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt, use, or misuse of any prize.

Sponsor is not responsible for: (i) lost, late, misdirected, damaged, or illegible Entries; or (ii) 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 Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Contest.

10. MISCELLANEOUS:

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. If, in Sponsor’s opinion, there is any evidence of tampering with any portion of the Contest, or if a computer problem, including an intentional human intervention or a computer virus, adversely affects the integrity, administration, or security of the Contest, Sponsor reserves the right at its sole discretion to: (a) disqualify any individual who is suspected of tampering with the Contest entry process; (b) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest); (c) void any fraudulent entries; and/or (d) cancel, modify, temporarily suspend, or terminate the Contest. If the Contest is terminated, the Sponsor will conduct a random drawing to award prizes using all properly-submitted eligible Entries received as of the date of the termination. Should the Contest be terminated or modified prior to the expiration date listed in these Official Rules, notice will be posted on https://more.ebsco.com/website-win.html. Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted designs.

Submission of contact information in connection with the Contest (whether or not required), including mailing address, phone number, and email address, during entry constitutes permission for Sponsor to add entrant to Sponsor’s customer database and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor’s Privacy Policy (located at https://www.ebsco.com/company/privacy-policy) or as provided within any such marketing materials (e.g., using the “Unsubscribe” feature provided in the footer of Sponsor’s emails).

Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 10 Estes Street, Ipswich, MA 01938. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.
By entering, Entrants also agree (a) to be bound by these Official Rules; (b) that the decision of the Panel is final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins, that Sponsor may use the winning Entry and Winner’s name, photograph, likeness, and/or voice in any publicity or advertising relating to the Promotion or future promotions without compensation or approval (except where prohibited by law).

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant’s identity and address) and to disqualify any entrant who submits an Entry that is not submitted in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. LEGAL DISPUTES:

By participating in the Contest, you agree that any and all issues, questions, disputes and claims of any kind or nature whatsoever, resulting from, arising out of or in any way connected with the Contest shall be construed in accordance with and governed by the laws of the state of Massachusetts. You further agree that any claims brought against the Sponsor shall be limited to the actual costs incurred by you due to your participation in the Contest. Attorney’s fees may not be awarded. You expressly agree to waive any claim of punitive, incidental or consequential damages.

12. WAIVER OF RIGHT TO JURY TRIAL:

BY PARTICIPATING IN THIS PROMOTION, YOU IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE CONTEST OR THESE OFFICIAL RULES.

13. PRIZE WARRANTY:

Sponsor has neither made, nor is responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relating to any prize, including but not limited to, the quality, merchantability, habitability, mechanical condition, safety or fitness of any prize.

14. TAXES:

The Winner will be responsible for the reporting and payment of all federal, state and local taxes and other applicable fees, service charges, surcharges associated with prize receipt and use. The valuation of each prize stated above is based on available information provided to Sponsor, and the value of any prize awarded to a Winner must be reported for tax purposes as required by law. The Winner must provide Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning more than $600 in prizes in the Contest will receive an IRS form 1099 at the end of the calendar year and a copy of such form must be filed with the IRS.

15. WINNERS LIST/RULES REQUEST:

To view the Winner listing or to request additional copies of the Official Rules, visit or send your request with a self-addressed stamped envelope (except where not required by applicable law) to be received by May 3, 2019 to Sponsor at: 10 Estes Street, Ipswich, MA 01938, Attn: Stacks Academic Website Makeover Contest (2019) Winner.