

OFFICIAL RULES. The following are the official rules (“Rules”) for the Nibbles Art Competition (the “Competition”). In order to enter the Competition, you must agree to these Rules. You agree that submission of an entry form and/or participation in this Competition constitutes your agreement to these Rules.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility:

This Competition is open only to legal, full-time residents of the contiguous forty-eight (48) states of the United States, Hawaii, Alaska, and the District of Columbia who are aged between four and eight years old on 31st October 2023. Proof of age, identity and eligibility may be requested. Void in Rhode Island and Puerto Rico and where prohibited by law. The prize is not open to employees of Educational Development Corporation or their immediate family.

2. Sponsors:

This Competition is sponsored by Little Tiger Press Limited in the UK, and Kane Miller, A Division of Educational Development Corporation in the US, with its principal place of business at 5402 South 122nd East Ave. Tulsa, Oklahoma, 74146 (“Sponsors”).

3. Timing:

The competition opens at 12.01 a.m. on Friday, September 8, 2023. The deadline for entries is 11:59 p.m. on Tuesday, October 31, 2023. Entries received after this deadline will not be considered.

4. To enter the Competition:

- (1) Entrants must submit a hand drawn picture of Nibbles (8 ½ x 11 paper, portrait). This picture will form a small part of an interior library scene in *Nibbles: The Very Hungry Book Monster* by Emma Yarlett.
- (2) Entrants must email a picture of their entry to nibblescompetition@littletiger.co.uk. All entrants must provide the child’s name, age, the parent or guardian’s name, address, email address and phone number plus the name of the school which the child attends. Entries submitted in any other way will not be considered.
- (4) If shortlisted, we will ask that the finished artwork is sent to the Educational Development offices by recorded mail. All artwork will be returned to entrants in early 2024.

5. Conditions of Entry:

- (1) All entries must be the entrant’s own original work. Sponsors will not be responsible for any infringements of copyright committed by entrants. Entrants must agree to indemnify Sponsors against any claim by any third party from any breach of these Terms and Conditions.
- (2) Entries must not contain offensive, obscene, defamatory, or other unsuitable material.
- (3) Only one entry per person may be submitted.
- (4) Acknowledgment of receipt of entry will be sent via email.
- (5) The judges’ decision will be final and no correspondence will be entered into.
- (6) By submitting a picture, the entrant hereby agrees that Sponsors may make any and all entries available on their websites and social media platforms for a period of 12 months from the closing date of this competition.
- (7) All entrants agree that Sponsors may at their sole discretion edit, or adapt the image to be suitable for publication in a book by Emma Yarlett and publish it in all forms and media worldwide.
- (8) The winning entrant agrees that Little Tiger Press Limited will retain copyright of the work submitted.
- (9) Little Tiger Press Limited grants the winner permission to share their entry on social media channels once the winner has been announced.

6. Entry Errors: Sponsors are not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified. Sponsors are not responsible if online service or equipment is interrupted including without limitation:

- (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections
- (2) failures of any telephone, satellite, hardware, software or other equipment
- (3) garbled, misdirected or jumbled transmissions, or traffic congestion
- (4) other errors of any kind, whether human, technical, mechanical or electronic
- (5) the incorrect or inaccurate capture of information or the failure to capture any such information, or
- (6) printing or typographical errors.

7. Selection of Winner:

- (1) Winners will be selected by Emma Yarlett and representatives of Little Tiger Press Limited from all eligible entries received by the entry deadline.
- (2) Entries will be judged on originality, creativity, artistic skill and presentation.
- (3) Shortlisted entrants will be notified by text, phone, and email on November 8, 2023.
- (4) Shortlisted entrants must respond by November 10, 2023 and agree to send in the finished artwork by November 13, 2023. Any entrant unable to do this will be disqualified.
- (5) The winner will be notified week beginning November 27, 2023.
- (6) The winner will be publicly announced in August 2024 ahead of the publication of *Nibbles: The Very Hungry Book Monster*.
- (7) The winner and parent/guardian may be required for media interviews following the public announcement.
- (8) The winner agrees not to disclose any details of their win on social media or any other public platforms until the public announcement has been made.

8. The Prize:

- (1) The winning entrant will have their picture reproduced in the upcoming book *Nibbles: The Very Hungry Book Monster* by Emma Yarlett (publishing autumn 2024).
- (2) The winner will also receive 10 copies of *Nibbles: The Very Hungry Book Monster*, a framed signed print of the art featuring their picture (NB not the original artwork) and a Nibbles plush toy (prize approximate retail value: \$332.88).
- (3) Two runners-up prizes will be awarded of a signed copy of *Nibbles: The Very Hungry Book Monster* and a Nibbles plush toy (prize approximate retail value: \$29.98).
- (4) Prizes are non-transferable and there is no cash alternative. Sponsor shall not be responsible for any cancellations, delays, postponements, substitutions, changes in services, damage in the delivery of the prize, and/or loss of any prize in connection with delivery of the prize via mail. In the event that there is an insufficient number of eligible entries, Sponsor reserves the right not to award the prizes.

9. Acceptance of Official Rules: As a condition of entry, participants fully and unconditionally agree to these Official Rules, to the Terms and Conditions and to the Sponsors' decisions, which are final and binding in all respects. Sponsors' failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

9. Potential Winner(s), Publicity: As a condition of entry, you grant consent to Sponsors, and its affiliates, to use name, likeness, voice, and biographical information for publicity or advertising in any media or manner, including website posting discussing Winner's involvement in the Competition, without payment, consideration, notice or approval and without geographic or time limitation, except where prohibited by law.

10. Privacy Policy: Sponsors are committed to protecting your privacy. When you register as an Entrant in the Competition your name will be collected. Once a Winner is chosen, the Winner's first and last name will be publicly shared and displayed on promotional materials. The Winner's name will also be shared with any

inquiring parties. By entering the Competition, or providing your information to us, you agree to accept the uses of your information described in the privacy policy above.

11. Liability: You agree that Sponsors and each of their respective parent, subsidiaries and affiliates and any prize partners (the "Released Parties"), will have no liability whatsoever in connection with this Competition and, you shall hold them harmless for any injuries, losses or damages of any kind that you or others may incur as a consequence of your participation in the Competition or your acceptance, use or misuse of the prize. By entering the Competition, Entrant explicitly releases, discharges and holds harmless the Sponsors, and each of its successors and assigns and all its respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including attorneys' fees and/or experts fees and costs, which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/ her participation in the Competition and the acceptance and use or misuse of the prize. The Released Parties are not responsible for any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Competition or receipt or use or misuse of the Prize.

12. Conditions of Participants' Conduct: Sponsors reserve the right in their sole discretion, to modify, cancel, terminate, and/or suspend the Competition and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsors may lock out any Entrant who, in Sponsors' sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter.

13. Disputes/Choice of Law: Except where prohibited, each Entrant agrees that:

(1) any and all disputes, claims and causes of action arising out of or connected with this Competition or the awarding of the Prizes shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts

(2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and

(3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and

(4) Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

14. Indemnification:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSORS AND EACH OF THEIR RESPECTIVE PARENT, AFFILIATES, AND SUBSIDIARIES AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES, SUCCESSORS, REPRESENTATIVES AND AGENTS AT ALL TIMES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, LIABILITIES, DAMAGES, PROCEEDINGS, COSTS (INCLUDING ATTORNEYS' FEES) AND EXPENSES FOR ANY INJURY, DAMAGE OR LOSS CAUSED OR CLAIMED TO BE CAUSED, BASED UPON, OR ARISING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR ANY PART OF THE PRIZE, ENTERING THE SWEEPSTAKES, PARTICIPATION IN THE SWEEPSTAKES, OR PARTICIPATION IN ANY PRIZE RELATED ACTIVITY OR EVENT.

In no event shall Sponsors be liable to a Winner or Entrant for any indirect, incidental, consequential, special or punitive damages of any kind, whether in contract, tort, negligence, strict liability, statutory or any other theory of liability arising from or related to the Competition, or any aspect of Winner's or Entrant's participation in or termination from the Competition as provided herein, even if Sponsors have been advised of the possibility of such damages. In no event shall Sponsors be liable to a Winner or Entrant for any amount with respect to Winner's or Entrant's participation in or disqualification from the Competition, or from the termination or

cancellation of the Competition. To the extent permitted by law, the rights to litigate, seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or related to the Competition are hereby excluded, and you expressly waive any and all such rights.

15. General: In any section, provision, term or clause shall be held or found to be unenforceable or invalid by a court decision, statute, rule or otherwise, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from these Rules to the extent necessary to make such provision enforceable and consistent with the remainder of these Rules. This Competition is governed by the laws of the State of Oklahoma, United States. All federal, state and local laws and regulations apply. By entering and participating in the Competition, you agree to be bound by these Rules and by Sponsors' decisions, which are final and binding on all matters relating to the Competition. Entrants are required to provide accurate, valid and truthful information at all times. Sponsors will reject and delete any Entry that it discovers to be false, fraudulent, illegal or deceptive and will disqualify any entrant who tampers with the Entry process, the operation of the Competition, or is otherwise in violation of the Rules. Sponsors are not responsible for electronic transmission errors which result in the omission, interruption, deletion, defect, destruction, alteration, and/or delay of any Entry. Sponsors are not responsible for any technical, network, electronic, computer, hardware and/or software malfunction, problem, incompatibility, congestion or failure of any kind. Sponsors reserve the right to cancel, terminate or modify the Competition at any time, in their sole discretion, if the Competition is not capable of completion as planned, including without limitation, the lack of Entry submissions, incomplete Entries, computer viruses, bugs, tampering, unauthorized intervention or technical failures of any sort, without notice. Upon cancellation or termination of the Competition for any reason, Sponsors shall have no obligation to award prizes or compensation of any kind.

By submitting an Entry and participating in the Competition, you represent and warrant that (i) your Entry is original and that you are the sole and exclusive owner and rights holder of the submitted Entry, or you have obtained the necessary permission to include the Entry in the Competition, and that you have the right and authority to submit the Entry in the Competition; (ii) your Entry does not violate any third party intellectual property or proprietary rights; and (iii) you are otherwise not in violation of any applicable laws, rules and/or regulations.

By submitting an Entry and participating in the Competition, you hereby agree to sign a release form and to assign copyright in the submission to Little Tiger Press Limited and grant Sponsors and their parent, subsidiaries, affiliates, agents, employees, successors, and/or related entities (collectively herein "Sponsors Entities") an absolute unrestricted, non-exclusive, royalty-free, irrevocable, worldwide, perpetual, and transferable license and permission to use, store, copy, modify, publish, distribute, copyright, broadcast, display, combine with other materials, edit, alter, and/or reproduce your Entry, including but not limited to your name, handle, likeness, voice, image, video, story and photos ("User Content"), for any purpose, including but not limited to marketing, media, editorial, commercial, advertising, promotional and/or publicity purposes, in any form of media anywhere in the world, including but not limited to its webpages, social media platforms, third party websites, digital and physical owned channels, without geographic or time limitation or further payment, compensation, notice or approval to you, except where prohibited by law. You also agree to participate in any marketing, media, editorial, commercial, advertising, promotional and/or publicity activity related to the Competition. You agree to provide affidavits to Sponsors upon request for the purpose of complying with legal and/or broadcaster requirements concerning eligibility or the use of designs and/or testimonials in advertising.