

## **Official Rules – Avon FanLit Contest 2015**

### **SPONSOR**

This promotion (the “Contest”) is sponsored by HarperCollins Publishers (“HarperCollins”), 195 Broadway, New York, New York, 10007 (“HarperCollins” or “Sponsor”).

### **ELIGIBILITY**

The Contest is open to all legal residents of the United States eighteen (18) years of age and older as of May 8, 2015 excluding employees and immediate family members of HarperCollins and Jukepop.com (“Jukepop”) and their respective parents, subsidiaries, affiliates, assigns, advertising, promotional and fulfillment agents, attorneys, and other representatives and the persons with whom each of the above are domiciled. Offer void outside the United States and wherever prohibited or restricted by law.

Each entrant in the Contest (“Participant”) must be the rightful owner or have authorized use of the e-mail account indicated by the entrant's e-mail address associated with their Jukepop.com account. In the event of a dispute concerning the identity of the winner submitting an entry, the winner will be deemed to be the person in whose name the e-mail account is opened. The e-mail account must be opened prior to May 8, 2015.

### **ENTRY METHOD**

#### **NO PURCHASE NECESSARY**

To enter, Participant must have a Jukepop.com account then post his/her original entries, at such times and as directed, during the respective Entry Period, for each chapter, in accordance with the criteria set for each chapter and the Submission Guidelines posted on <http://avonromance.hc.com/fanlit> (the “Page”) (each, a “Submission”). Once a Submission is posted to the Page, the Submission will automatically be entered into the Contest (the “Entry”).

Participants must provide all information requested to be eligible to win. Limit one (1) Entry per chapter per person for this Contest. Only the first Submission for each chapter will be considered. Any additional Entries will be disqualified without notification.

### **SUBMISSION GUIDELINES:**

- Prior to submitting their Entry, Participants must carefully review the instructions below and the criteria provided for the creation of his/her Submission
  - The Submission must be type-written and in text format as set forth by Jukepop as follows: [http://www.jukepop.com/Content/Instructions\\_for\\_Uploading\\_Text.pdf](http://www.jukepop.com/Content/Instructions_for_Uploading_Text.pdf)
  - The Submission must be in English.

- Each chapter Submission must be no more than 10,000 words.
- All elements incorporated in the Submission must be an original work solely created by the Participant.
- The Submission must NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, the Submission must NOT include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures.
- The Submission must not contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing.
- Any Submission that does not satisfy all of the above requirements will not be posted to the Page.

Any Submission that HarperCollins determines in its reasonable business judgment does not comply with any of these requirements will be disqualified without notice.

**NOTE** that although the copy and paste functionality is disabled on the Jukepop.com website, the Submissions posted will not be encrypted in any manner. While visitors cannot manipulate the Submissions as posted, they may distribute the Submissions without Jukepop's or HarperCollins' consent or approval.

### **ENTRY PERIOD**

Chapter 1: May 8, 2015 at 10:00am EST and the last Submission will be accepted on May 17, 2015 at 9:00am EST

Chapter 2: May 22, 2015 at 10:00am EST and the last Submission will be accepted on June 1, 2015 at 9:00am EST

Chapter 3: June 5, 2015 at 10:00am EST and the last Submission will be accepted on June 15, 2015 at 9:00am EST

Chapter 4: June 19, 2015 at 10:00am EST and the last Submission will be accepted on June 29, 2015 at 9:00am EST

Chapter 5: July 2, 2015 at 10:00am EST and the last Submission will be accepted on July 13, 2015 at 9:00am EST

Jukepop's server/computer is the official time-keeping device for the Contest.

## **SELECTION AND NOTIFICATION OF WINNERS**

Each Submission will be eligible for consideration to be chosen as the Grand Prize winner or one of the five (5) Chapter Winners pursuant to the criteria set forth below.

### **CHAPTER WINNERS**

Each chapter Submission will be judged on the following criteria: (i) (10%) based on results of public voting (described below); (40%) on conveyance of the story elements set forth in the chapter criteria, consistent with Avon Impulse and romance genre; and (ii) (50%) writing style, narrative quality and overall creative execution.

Public voting will occur during the following periods for each chapter round:

Chapter 1: May 8, 2015 at 10am EST through May 21, 2015 12:00pm EST

Chapter 2: May 22, 2015 at 10:00am EST through June 5, 2015 12:00pm EST

Chapter 3: June 5, 2015 at 10:00am EST through June 18, 2015 12:00pm EST

Chapter 4: June 19, 2015 at 10:00am EST through July 1, 2015 12:00pm EST

Chapter 5: July 2, 2015 10:00am EST through July 16, 2015 12:00 pm EST.

Registered users may vote only once for each Submission. Participants may vote for their own Submissions. The Submission with the most votes will be determined the winner of the public voting component. The Submissions will be randomly displayed to voters. Not every Submission will be displayed to every voter, however, Submissions will be randomly displayed to the universe of voters in such a manner as to ensure that all Submissions have an equal opportunity to be rated. In the event of a tie vote, a panel of judges who are HarperCollins Publishers employees will determine the finalist based on the overall presentation of the tied entries. Judges' decisions are final, binding and conclusive on all matters related to the Contest.

For purposes of the Contest, a "vote" means a vote cast on the Page, by a "unique voter." A "unique voter" is an individual person (a) who has registered on the Page (through Jukepop) and (b) with unique registration information (i.e., email address or Jukepop user name) that is not duplicative of another voter. A unique voter may vote no more than once for a Submission. If HarperCollins determines, in its sole discretion, that an abuse of the "unique voter" rule has occurred, HarperCollins may disqualify votes cast by such voters or contestants, including if more than 5 of such voters or contestants registered from the same computer "IP address". For example, any use of micro, automatic, programmed, robotic, or like voting methods will void all such votes by such methods will be disqualified.

At the end of the voting period for each chapter, the ten (10) Submissions that have obtained the most votes will be considered by the panel of judges, along with other selections independently chosen by the judges pursuant to the criteria set forth above, subject to verification by Sponsor and judges that the Submissions are in compliance with the Official Rules and Submission Guidelines.

The chapter winners will be determined by a panel of judges including the following persons at HarperCollins Publishers: (i) Tessa Woodward, Senior Editor (ii) Amanda Bergeron, Editor\_(iii) Chelsey Emmelhainz, Associate Editor (iv) Nicole Fischer, Assistant Editor (v) Gabrielle Keck, Editorial Assistant. In the event of a tied vote among the judges, Tessa Woodward will compare the tied Submissions directly based upon the criteria above and make the final determination.

### **GRAND PRIZE WINNER**

Each Chapter winner will be eligible for consideration to be chosen as the Grand Prize Winner pursuant to the criteria set forth below.

Each chapter Submission will be judged on the following criteria: (i) (60%) on conveyance of the story elements set forth in the chapter criteria, consistent with Avon Impulse and romance genre; and (ii) (40%) writing style, narrative quality and overall creative execution.

The Grand Prize Winner will be determined by a panel of judges including the following persons at HarperCollins Publishers: (i) Tessa Woodward, Senior Editor (ii) Amanda Bergeron, Editor\_(iii) Chelsey Emmelhainz, Associate Editor (iv) Nicole Fischer, Assistant Editor (v) Gabrielle Keck, Editorial Assistant. In the event of a tied vote, Tessa Woodward will compare the tied Submissions directly based upon the criteria above and make the final determination.

Winners will be chosen on or about the following dates:

Chapter 1: May 22, 2015

Chapter 2: June 5, 2015

Chapter 3: June 19, 2015

Chapter 4: July 2, 2015

Chapter 5: July 16, 2015

Grand Prize Winner: July 20, 2015

All potential winners will be notified by direct message through their Jukepop.com account. Potential grand prize winners will be required to sign and return to HarperCollins an affidavit of eligibility, compliance and release of liability (the "Affidavit"), and, if the Affidavit is not returned within 7 days of notification, the potential winner will be deemed to have forfeited the

prize, and an alternate potential winner will be chosen. Additionally, the Grand Prize winner will be required to sign a Letter of Agreement.

## **PRIZES**

### Grand Prize:

One (1) grand prize winner will receive:

A publishing agreement offer from HarperCollins for the opportunity to develop a manuscript for possible publication by its Avon Impulse imprint, at HarperCollins' sole discretion. (Not for sale – no estimated retail value)

One (1) mass market paperback edition of each of the following Avon Romance titles to be published August, 2015: *Heroes Are My Weakness* by Susan Elizabeth Phillips (Estimated Retail Value \$7.99), *The Highlander Takes a Bride* by Lynsay Sands (Estimated Retail Value \$7.99), *All the Way to Ruin a Rogue* by Sophie Jordan (Estimated Retail Value 7.99), *Truly Sweet* by Candis Terry (Estimated Retail Value \$7.99), *To the Ends of the Earth* by Elizabeth Lowell (Estimated Retail Value \$7.99), *An Offer from a Gentleman* by Julia Quinn (Estimated Retail Value \$7.99), *Romancing Mr. Bridgerton* by Julia Quinn (Estimated Retail Value \$7.99)

### Chapter Winners:

Five (5) Chapter winners will each receive:

One (1) mass market paperback edition of each of the following Avon Romance titles, signed by the respective authors *SAY YES TO THE MARQUESS* by Tessa Dare (Estimated Retail Value \$7.99), *FOUR NIGHTS WITH A DUKE* by Eloisa James (Estimated Retail Value \$7.99), *LORD OF SCOUNDRELS* by Loretta Chase (Estimated Retail Value \$7.99)

Estimated Retail Value of all prizes: \$175.78

Only one prize will be awarded per individual, family, or household. All prizes are non-transferable and cannot be sold or redeemed for cash. Sponsor may substitute a cash payment of equal or greater value for any prize. The tweet element of the prize has no approximate retail value and is subject to availability. Sponsor is not responsible for cancellation or preemption of the tweet or for other circumstances that make it impractical or impossible to fulfill this element of the prize. If it becomes impractical or impossible to fulfill the tweet element of the prize, Sponsor's only obligation will be to provide the remainder, if any, of the prize. Any federal, state, provincial or local taxes are the sole responsibility of the winners.

All six (6) prizes will be awarded, provided there are at least five (5) eligible entries.

## **CONDITIONS**

By participating, Participants signify their acceptance of the Official Rules and decisions of the judges, which will be final in all respects, and to waive any claim with respect to ambiguity of these Official Rules.

**By participating, Participants grant to HarperCollins and Jukepop a royalty-free, non-exclusive, perpetual, worldwide right and license to (i) use, publish, edit, adapt, modify, distribute or otherwise exploit the Submission on the Page and through online distribution channels (in Sponsor's sole discretion) individually and/or, if Submission is deemed a chapter winner, compiled with other Submissions to form an Avon Impulse book, without additional compensation to Participant (ii) to use the Participant's first name and address (limited to City and State) for purposes of advertising and promotion on the Page, including posting a winner's list on the Page (iii) to use the Participant's Submission, likeness and first name and address (limited to City and State) for purposes of advertising and promotion.**

By participating, Participants acknowledge and agree that HarperCollins has access to and/or may create or have created literary, film, tape and/or other materials, ideas and concepts which may be similar or identical to the Submissions in theme, idea, plot, format, characters and/or other respects. Participants understand and agree that they will not be entitled to any compensation or other consideration because of the use by HarperCollins of any such similar or identical material, ideas and/or concepts and further understand and agree that Sponsor's use of material containing elements similar to or identical with those contained in the Submission shall not obligate Sponsor to negotiate with nor entitle Participant to any compensation or other claim.

Participants release, discharge, and hold harmless Jukepop and HarperCollins and their respective parents, affiliates, subsidiaries, and assigns, and their respective employees, attorneys, representatives and agents, including advertising, promotion and fulfillment agencies, from any and all liability or damages arising from the administration of the Contest, the use of the Submissions and the names and likenesses of the Participants for purposes of advertising and publicity, and the use or misuse of any prize received in the Contest, including, without limitation, the following: (i) late, lost, incomplete, delayed, misdirected or unintelligible entries, (ii) any printing, typographical, administrative or technological errors in any materials associated with the Contest, including, without limitation, entry materials and prize notifications, and (iii) any damage to the Participant's computer and related equipment and software resulting from Participant's downloading of information regarding the Contest or participation in the Contest. Entry materials and prize notifications that have been tampered with, altered, or do not comply with these Official Rules are void.

HarperCollins may only use the personally identifiable information obtained from the Participants in accordance with its privacy policy, which may be found at <http://www.harpercollins.com/footer/privacyPolicy.aspx>

HarperCollins has entered into a license agreement with Jukepop for HarperCollins' use of the its website and application in connection with the administration of the Contest. Jukepop may only use the personally identifiable information obtained from the Participants in accordance with its privacy policy, which may be found at <http://jukepop.com/home/tandc>

If a virus, bug, computer problem or other causes beyond its control corrupts the administration, security or proper operation of the Contest, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the contest and to select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines that you are attempting to undermine the legitimate operation of the Contest by cheating, hacking or employing other unfair practices or by abusing other entrants or the representatives of HarperCollins.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR PAGE OR UNDERMINE THE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND, IN SUCH EVENT, SPONSOR RESERVES THE RIGHT TO PURSUE THEIR REMEDIES AND DAMAGES (INCLUDING COSTS AND ATTORNEY'S FEES) TO THE FULLEST EXTENT OF THE LAW.

Any dispute arising from the Contest will be determined according to the laws of the State of New York, without reference to its conflict of laws principles, and the entrants consent to the personal jurisdiction of the State and Federal Courts located in the State and County of New York over them and agree that such courts have exclusive jurisdiction over all such disputes.

ODDS OF WINNING DEPEND UPON THE NATURE, QUALITY AND NUMBER OF ELIGIBLE ENTRIES.

For the names of prize winners, e-mail your request to [claire.goldwitz@harpercollins.com](mailto:claire.goldwitz@harpercollins.com) no earlier than but no later than. You may also send a self-addressed, stamped envelope (postage not required from Vermont residents) to Avon FanLit 2015 Writing Contest, HarperCollins Publishers, 195 Broadway, New York, NY 10007, Attn: Claire Goldwitz, during the time period above.