

## OFFICIAL RULES

### 2021 Win a Book Deal Contest

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.**

**CONTEST DESCRIPTION:** In celebration of its 100-year anniversary, Walter Foster, an imprint of Quarto Publishing Group USA, Inc., is conducting a contest (the “Contest”) for the opportunity to enter into a publishing agreement for an instructional book in one of the following categories:

- Drawing (any fine art medium)
- Painting (any fine art medium)
- Craft (e.g., crochet, embroidery, polymer clay, jewelry making, etc.)
- Other Art (mixed media, cartooning, paint pouring, block printing, manga/anime, etc.)

Books should be instructional in nature with practical tips, techniques, and step-by-step projects/lessons that demonstrate how to work in a specific medium. The goal is to teach beginning/first-time artists and/or hobbyists how to work with a specific medium or in a specific subject matter. Think of it as a beginning art class in a book.

**TIME FOR ENTRIES:** Entries will be accepted beginning at 12:01 a.m. Pacific Time on October 1, 2021 through 11:59 p.m. Pacific Time on December 31, 2021. Entries will not be accepted after 11:59 p.m. Pacific Time on December 31, 2021. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes of Quarto Publishing Group USA Inc. or any related or affiliated entity.

**ELIGIBILITY:** In order to enter, you must be at least 18 years old and a resident of the 50 United States or the District of Columbia, and be a never-before published author. Any entry

submitted by a person who is not a resident of one of the 50 United States or the District of Columbia or submitted from any location outside of the a resident of the 50 United States or the District of Columbia will be discarded. You may submit one entry in each of the four book categories above, but you may only submit one entry per category. If you submit more than one entry in a single category, all of your entries for each category will be disqualified. Submissions must be from individual authors only. Agent submissions will not be accepted. Employees and contractors of Quarto Publishing Group USA Inc. or any affiliated or related entity and their immediate family members (parent, sibling, spouse or child) and household members are not eligible to enter.

**HOW TO ENTER:** No purchase is required to enter. For each category in which you wish to enter, you must identify the category for your submission and submit an overview of the proposed idea/concept for the book, consisting of the following, in PDF format:

- Proposed book title and subtitle
- 1-2 paragraphs (not more than 500 words in length total) detailing the book concept
- One complete step-by-step tutorial of a project, including artwork and accompanying text (not to exceed 10 pages)
- Not more than 10 pages of additional artwork and/or photographs that communicate the tone and theme of the book (e.g., cover mockup, page layout mockups, or other supporting material)

All material, including artwork, projects, photographs, lessons, diagrams, etc., must be original and must be written, created, prepared and owned solely by you, without any co-authors, co-contributors or co-owners. All materials must be in English and must be previously unpublished (except for publication through your personal blog, website, or social media account).

Submissions must not include any material that infringes on any copyright, trademark, or right of privacy, publicity or confidentiality or other right of any person, or that is defamatory or obscene or harmful to any individual or group based on race, religion, nationality, disability, gender, sexual orientation or age. Submissions also must not advocate or promote any illegal or immoral activity or include any instructions or directions that could be harmful to a user. Each entry in each category must be accompanied by a signed submission release form, which can be downloaded at <https://www.quartoknows.com/uploads/files/pages/submission-agreement.pdf>

Each entry must also include your name, email address, mailing address and phone number, and a biographical paragraph of not more than 300 words introducing yourself, explaining why you became an artist and why you are qualified to write a book in the category selected by you for your entry.

Complete submissions are to be sent by email to: [bookcontest@quarto.com](mailto:bookcontest@quarto.com).

Any entry that does not meet all of the above requirements will not be accepted. Walter Foster is not responsible for incomplete entries, for missing information or incorrect information submitted with an entry, for any entry that is undeliverable, misdirected, lost, or incapable of

being viewed by Walter Foster, or for any inability or failure to submit an entry due to technical malfunctions, human error, lost or delayed data transmission, interruption, line failures of any telephone network, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the internet or at any web site or any combination thereof. Materials submitted with an entry will not be returned.

**ACCEPTANCE OF RULES:** By entering the Contest, you agree to these Official Rules, and you acknowledge that you meet the eligibility requirements and agree that all decisions by Walter Foster in connection with the Contest and the selection of the winning entry will be final and binding. You also warrant that all material submitted by you will be in compliance with the rules for entries set forth above.

**SELECTION OF WINNER:** The winning entry will be selected by a committee consisting of four employees of Quarto Publishing Group USA, Inc. and one regular professional artist/author (the "Selection Committee"). Selection of the winning entry will be based on the determination of the Selection Committee with respect to:

- Adherence to the theme
- Overall composition and design of the work
- Overall presentation
- Aesthetic value
- Originality
- Artistry
- Clarity in thought process
- Creativity
- Precision in idea
- Distinctiveness in concept

The winner will be announced on March 22, 2022, the 100<sup>th</sup> anniversary of the founding of Walter Foster. All decisions by the Selection Committee will be final.

**PRIZE:** The winner will be awarded the opportunity to enter into a publishing agreement in the form presented by Walter Foster, on the standard terms offered by Walter Foster. The winner may, at their option, appoint a literary agent for representation. Walter Foster is not obligated to make or accept any proposed revisions to the standard terms offered in the publishing agreement, and does not represent, warrant or guarantee that the publishing agreement will be acceptable or will be made acceptable to the winner. There are no substitutions and the prize is not transferable. Any income, sales, use or other taxes due as a result of receiving the prize will be the responsibility of the recipient.

**NOTIFICATION AND ACCEPTANCE:** The winner will be notified by email, on March 22, 2022, using the contact information provided with the entry. Walter Foster will not be responsible for any incorrect notification addresses submitted with an entry or for any winner notification that is lost, intercepted, not delivered or not received for any reason. If the winner does not acknowledge receipt of notification of winning within fifteen (15) days after notification has been sent, or if the winner is determined by Walter Foster to be ineligible for any reason, is disqualified, or declines the prize, the Selection Committee will review the remaining entries and select a substitute winner, who will then be notified as provided in this paragraph.

**USE OF INFORMATION:** Information submitted by you will not be used for any purpose other than your participation in the Contest. By entering the Contest, you agree that, if you are selected as the winner, you grant Walter Foster a nonexclusive, royalty-free, irrevocable license to display and use your name and other personally identifying information submitted with your entry, for and in connection with public announcements and advertisements relating to the Contest and to Walter Foster, and you irrevocably and unconditionally release Walter

Foster, Quarto Publishing Group USA Inc., its affiliated and related entities, and their respective employees, officers, directors, owners, agents, marketing partners and affiliates from any claims and actions of any kind arising out of any such use, including, without limitation, any claims or actions for infringement of any right of privacy, publicity or confidentiality. If you are a resident of Tennessee, the foregoing grant of a license to use your name, image, likeness and other personally identifying information and the waiver of claims or actions for infringement of any right of privacy or publicity does not apply to you.

**LIMITATION OF LIABILITY:** THE CONTEST AND THE PRIZE ARE BEING OFFERED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. By entering the Contest, you agree to release and hold harmless Walter Foster, Quarto Publishing Group USA Inc., its affiliated and related entities, and their respective employees, officers, directors, successors and assigns from any liability, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) your participation in the Contest and your acceptance, possession, use or misuse of any prize awarded to you; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, network, communication system, hardware, software, or other system or mechanical equipment; (iii) the unavailability or inaccessibility of any transmission, communication, telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the promotion; and (v) electronic or human error in the administration of the Contest or the processing of entries.

**SUSPENSION OR TERMINATION:** Walter Foster and Quarto Publishing Group USA Inc. are not responsible for any condition or unexpected event which may affect the operation or administration of the Contest or the fairness or integrity of the Contest, including, without limitation, computer hacking, loss of communication connections, civil unrest, war, pandemic, government order or attempts by any party to disrupt the Contest or circumvent these Official Rules. Walter Foster reserves the right, at its sole discretion and without notice to entrants, to revise, suspend or cancel part or all of the Contest in the event of any such condition or event, or if there is an insufficient number of entries which meet the submission requirements outlined above.

**GOVERNING LAW/JURISDICTION/VENUE:** All issues and questions related to the construction, validity, interpretation and enforcement of the Official Rules or the rights and obligations of entrants and Walter Foster, Quarto Publishing Group USA Inc., and its affiliated and related entities in connection with the Contest will be governed by and construed in accordance with the laws of the State of California, without giving effect to its choice of law or conflict of law rules, or any provision that would cause the application of the laws of any other state. A determination that any provision of the Official Rules is invalid or unenforceable shall not affect the validity or enforceability of any other provision, and the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. By entering the Contest, you agree that any and all disputes that cannot be resolved between you and Walter Foster and any causes of action alleged to arise out of or be connected the Contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. You also agree that you will not have any right to seek or obtain any award for punitive, incidental, or consequential

damages, including reasonable attorney's fees, and you waive any and all such rights, as well as any right to have damages multiplied or increased.

**LIST OF WINNERS:** To obtain a list of the winners, send a written request with your name, email address, address, city, state, and zip code to: **bookcontest@quarto.com** indicating "List of Winners" in the subject line, no later than December 31, 2022.