## BACK 2 SCHOOL AMERICA

## “WIN SCHOOL SUPPLIES FOR AN ENTIRE SCHOOL”

## CONTEST OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.** THIS CONTEST IS INTENDED FOR PLAY IN CHICAGO, ILLINOIS ONLY AND WILL BE GOVERNED BY U.S. AND ILLINOIS LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND NOT LOCATED IN THE STATE OF ILLINOIS AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF ILLINOIS, THIRTEEN (13) YEARS OF AGE OR OLDER, WHO ENTER FROM WITHIN THE STATE OF ILLINOIS. VOID OUTSIDE ILLINOIS AND WHERE PROHIBITED.

**1. Eligibility:**  The Back 2 School America “Win School Supplies for an Entire School” Contest (“Contest”) is only open to legal residents of Illinois, who are at least thirteen (13) years of age or older at the time of entry. Only pre-kindergarten through twelfth (12th) grade schools within the city limits of Chicago, Illinois are eligible to be selected as the Contest winners.  The following persons are not eligible to participate: Employees, contractors, directors and officers of B2SA and immediate family members (spouse, parent, child, sibling, grandparent, and/or “step”) of each and those living in their same households (whether or not related).

This Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and B2SA’s decisions, which may be made in its sole discretion and which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor**: Back 2 School America, 1946 W Irving Park Rd, Chicago, Illinois, 60613 (“B2SA” or “Sponsor”).

**3.** **Contest Entry Period:** The Contest begins on June 5, 2023 at 9:00:00 am Central Time (“CT”) and ends on July 24, 2023 at 11:59:59 pm CT (the “Entry Period”). All entries must be received before the Entry Period end time/date to be valid.

**4. How to enter:** There are two (2) ways to enter the Contest: (1) visit

<https://www.b2sa.org/states/illinois/win-school-supplies-for-an-entire-school-contest/>

to complete the Contest application form on B2SA’s website and submit it online; or (2) complete the Contest application form on B2SA’s website and mail the completed application to B2SA. All mailed applications must be completed using black pen or word processor. All applications must include an essay (up to 750 words) explaining “Why the school and/or the students need school supplies”. The essay is required for entry and will be used by Sponsor to determine the winners of the Contest.

To enter the Contest by completing the Back to School America Win School Supplies for an Entire School application online, during the Entry Period, click [here](https://www.b2sa.org/states/illinois/we-appreciate-teachers-contest-il/) to navigate to the Contest application. Once you have accessed the Contest application, follow the on-screen instructions to complete the Contest application. Once the Contest application (including the essay) is completed, click ‘submit’.

To enter the Contest via mail, send a completed Back to School America Win School Supplies for an Entire School application, which may be found here[[1]](#footnote-1) or which will be mailed to you upon request, in a properly stamped envelope to: “Back 2 School America Win School Supplies for an Entire School Contest,” c/o Back 2 School America, 1946 W Irving Park Rd, Chicago, Illinois, 60613. Entries must be received by July 24, 2023. No metered mail will be accepted. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. Limit one (1) entry per outer mailing envelope. Entries become property of Sponsor and will not be returned.

Sponsor assumes no responsibility for lost, late, incomplete, stolen or illegible entries. Entries become property of Sponsor and will not be returned.

Entries must comply with all legal and other requirements set forth in these Official Rules to be valid. Individuals who do not follow all of the instructions, submit all required information, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. **Limit**: one (1) entry per person/email address during the entire Contest Entry Period. Multiple entries may be submitted for any school.

As used herein, “Content” refers to all essay content you submit in connection with the Contest, if any (including, but not limited to, any pictures, images, descriptions, writings, explanations, essays, stories, etc.). Sponsor reserves the right to remove and/or disqualify any Content that does not adhere to the Content requirements, as determined in Sponsor’s sole discretion, as well as disqualify the entrant.

Essay language and all other text/language must be in English. By submitting Content for the Contest, you hereby warrant and represent that your Content conforms to the Content requirements set forth herein.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Multiple entrants are not permitted to share the email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations, logins, or any other methods may void that entrant’s entries and that entrant may be disqualified (and forfeits all prizes won), in Sponsor’s discretion. In the event of a dispute regarding the identity of the entrant, the entry will be deemed to have been made by the authorized account holder of the email address used to submit the entry. “Authorized account holder” is defined as the natural person who is assigned an email address by the organization which is responsible for assigning email addresses or the domain associated with the submitted entry. Proof of submission of an entry shall not be deemed proof of receipt by the Website or Sponsor. The person who submitted a potential winning application may be required to provide identification sufficient to show that he/she is the authorized account holder of the email address.

**5. Content Requirements:** If entrant selects to submit Content, entrants represent and warrant that their Content is the original work of such entrant, it has not been copied from others, it has not previously won awards, it does not violate the rights of any other person or entity, and publication of the Content via various media including Web posting will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless Sponsor, its employees, directors, officers, contractors, agents and representatives from any claims to the contrary. Any entrant whose Content includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor’s use of such Content, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant’s application as a winner.

By submitting Content, you agree that your Content is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND CONTENT MAY BE POSTED ON SPONSOR’S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR’S DISCRETION. Submission of Content grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Content in any way, in any and all media, without limitation, and without consideration to the entrant.

All Content submitted by you must conform to the additional submission requirements set forth herein:

* Content must comply with these Official Rules;
* Content must comply with the posting requirements set forth above and as posted on the Website;
* Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
* Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
* Content cannot be obscene or offensive, endorse any form of hate or hate group;
* Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
* Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
* Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission. Sponsor does not permit the infringement of others’ rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Content and grant the rights herein granted to Sponsor;
* No background artwork should appear in the Content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein;
* Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
* Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
* Content cannot depict, and cannot itself, be in violation of any law.

CONTENT POSTED TO THE WEBSITE IS NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Contest Content requirements set forth herein in its reasonable discretion. Content that does not comply with the Content requirements set forth in this section and in these Official Rules will be ineligible for entry into the Contest and may be disqualified, as determined by Sponsor in its sole discretion.

Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Contest Entry Period, to request that any entrant resubmit his or her Content which fails to comply with the Contest entry/Content requirements prior to any winner selection.

**6. Drawing/Winner Selection**: Between July 24, 2023 and August 4, 2023, Sponsor will review all Contest applications and select two (2) or three (3) winning entries from among all eligible entries received during the Contest Entry Period.

The winners will be selected based on the essay’s ability to communicate why the students at the nominated school deserve school supplies. Specific examples of why the students at the nominated school deserve school supplies will be evaluated more favorably than general statements.

Odds of winning a prize depend on the number of eligible entries received.

On or around August 4, 2023 potential winning applicants will be notified via email or phone at the number provided at the time of entry. Potential winning applicants are subject to verification. If a potential winning applicant is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winning applicant cannot be verified, or if a winning applicant and/or the school nominated by such person is otherwise unable or unwilling to accept and claim the prize as stated, then the winning applicant may be disqualified and the prize may be forfeited in Sponsor’s sole discretion. In the event that a potential winning applicant is disqualified for any reason, Sponsor reserves the right to award the prize to be applying the criteria set forth above to all remaining eligible, non-winning entries, even if the winning applicant’s or nominated school’s name has been publicly announced. Winning applicants and schools may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within ten (10) business days of attempted notification or prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

**7. Prize (15):** Each winning school will receive a Back 2 School kit for each and every student enrolled in the school when contact by the sponsor.

Limit: one (1) prize per school/person/household. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. Please allow 4-6 weeks for shipment of prize after confirmation. Gift cards are subject to the terms, conditions, and restrictions as set by the issuer.

**8. Release:** As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) and the prize winners agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents (“Promotion Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize or any item redeemed therewith; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

**9. Publicity:** Except where prohibited by law, each prize winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her/its name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**10. General Conditions**: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by the applicant or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Binding Arbitration:** Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in Illinois at a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 8(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

**12. Governing Law & Jurisdiction:** This Contest and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Illinois, in the City of Chicago.

**13. Entrant's Personal Information:** Please see the privacy policy located at <https://www.b2sa.org/privacy-policy/> for details of Sponsor’s policy regarding the use of personal information collected in connection with this Contest. If you or the school you nominate are selected as a winner, your or such school’s information may also be included in a publicly-available winner’s list.

**14. Winner’s List:** For a list of winners, send a self-addressed, stamped envelope to: Back 2 School America, 1946 W Irving Park Rd, Chicago, Illinois, 60613. Requests must be received by August 30, 2023.

1. **Note to Matthew**: To insert a link where they can print the paper copy of the application. [↑](#footnote-ref-1)