

DR. SEUSS'S EXPRESS YOURSELF! 2019 SWEEPSTAKES
OFFICIAL RULES
(“OFFICIAL RULES”)

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR
PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.
MANY WILL ENTER, FEW WILL WIN.**

These Official Rules are entered into between each entrant (as defined below) to the Dr. Seuss's Express Yourself! 2019 Sweepstakes (these "Sweepstakes") and Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (the "Administrator"). The Sweepstakes is sponsored by Dr. Seuss Enterprises, L.P., 9645 Scranton Road #130, San Diego, CA 92121 ("Sponsor").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 27, 2019 at 12:00 PM Eastern Time ("ET") and ends on October 28, 2019 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of one of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry (each, an "entrant"). Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit expressyourselfsweeps.com ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant will then be prompted to upload a photograph of his/her or his/her child's drawing, artwork or other original content that is an interpretation of "The Cat in the Hat" ("Submission"). Submission must be in .JPG, .JPEG, .PNG, .GIF format and not exceed 5 MB. If Submission was created by an individual under eighteen (18) years of age, the entrant must be the child's parent or legal guardian to submit the Submission in this Sweepstakes. Upon the successful submission of the registration information and Submission an entrant will receive one (1) entry into the Sweepstakes ("Entry"). Submissions will not be judged and prizes will not be awarded based on content of Submissions.

Alternate Method of Entry: To receive a Sweepstakes entry without uploading a Submission an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone

number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Dr. Seuss's Express Yourself! 2019 Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than October 28, 2019 and received on or before November 4, 2019 in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

By submitting an Entry each entrant hereby agrees to the terms and conditions set forth in these Official Rules and each entrant agrees that his/her Submission conforms to the guidelines and restrictions set forth below ("Submission Guidelines and Restrictions").

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THESE SWEEPSTAKES.

Submission Guidelines and Restrictions: All Submissions must comply with the following restrictions:

- Must be submitted during the Sweepstakes Period;
- Must be the entrant or entrant's child's original content;
- Must be created solely by the entrant or entrant's child, and may not be plagiarized, have been previously published or have previously won a prize or award;
- Must follow the instructions and comply with these Official Rules;
- Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- Must not include any photograph of the entrant's child or any other individuals;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Administrator may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the modified Submission in the Sweepstakes;
- Must not prominently feature any third party logos, trademarks or other marks. Administrator may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the modified Submission in the Sweepstakes;
- Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Administrator or Sponsor at such party's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship,

ancestry, marital status, or age (as determined by Administrator or Sponsor at such party's sole discretion);

- Must not contain any express or implied commercial endorsement;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, 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;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.

Sponsor and Administrator reserve the right, but are not obligated, to disqualify any Entry that fails to comply with the foregoing Submission Guidelines and Restrictions.

Entry Limit: There is a limit of three (3) unique Entries per entrant during the Sweepstakes Period, regardless of entry method and regardless of who created the Submission. An entrant may not submit the same Submission more than one (1) time. If more than the stated number of Entries is received from the same person, telephone number and/or e-mail address, the Entries may, at the Sponsor's or Administrator's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's or Administrator's sole discretion, may not be eligible to win a prize.

- 4. RANDOM DRAWINGS:** On or around November 5, 2019, the Administrator will randomly select one (1) potential grand prize winner, twenty-five (25) potential first prize winners, and one hundred (100) potential runner up prize winners, from all eligible Submissions received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV") AND ODDS OF WINNING:

A. Grand Prize (1): The grand prize is a library of Dr. Seuss Books including the new *Dr. Seuss's Horse Museum* and a Dr. Seuss Art Supply pack (with \$100 worth of art supplies) ("Grand Prize"). Specific books and quantity of books will be determined by Sponsor in its sole discretion. The ARV of the Grand Prize is \$750. There will be one (1) Grand Prize available in this Sweepstakes.

B. First Prizes (25): Each first prize is a *Dr. Seuss's Horse Museum* book and a Dr. Seuss Art Supply pack (with \$50 worth of art supplies) ("First Prize"). The ARV of each First Prize is \$68.99. There will be twenty-five First Prizes available in this Sweepstakes.

C. Runner-Up Prizes (100): Each runner-up prize is a *Dr. Seuss's Horse Museum* book ("Runner-Up Prize"). The ARV of each Runner-Up Prize is \$18.99. There will be one hundred (100) Runner-Up Prizes available in this Sweepstakes.

D. Total ARV: The total ARV of all available prizes in this Sweepstakes is \$4,373.75.

E. Odds of Winning: The odds of winning a prize depend on the total number of eligible Entries received during the Sweepstakes Period.

F. General: In no event will more than the stated number of prizes be awarded. If, for any reason, more than the stated number of notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) prize per person during the entire Sweepstakes. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Administrator is unable to award or deliver a prize, the prize may not be re-awarded.

6. HOW TO CLAIM A PRIZE: The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration or on the Mail-In Entry. The potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Grand Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Administrator is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will be fulfilled within 6-8 weeks after winner verification. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Administrator will issue an IRS Form 1099-MISC for the Grand Prize Winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

Administrator will attempt to notify each potential winner as set forth above, but Administrator is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

7. DISCLAIMERS: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants,

contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's Submissions, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of the Administrator, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Administrator, Administrator reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible Submissions received

prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible Submissions are received. If Administrator, in its discretion, elects to alter this Sweepstakes as a result of a force majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NEITHER SPONSOR NOR ADMINISTRATOR MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY:** Administrator's privacy notice is available at <https://prizelogic.com/privacy-notice/>.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Administrator and Administrator's designee the right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. ALL RIGHTS OWNED BY SPONSOR.** Other than the limited rights granted to entrant herein, Sponsor owns all rights, title and interest, including without limitation, all copyrights and copyright renewals and extensions, with respect to the Dr. Seuss Books and the Properties. For purposes of the Sweepstakes and these Official Rules, (1) the "Dr. Seuss Books" shall

mean books and other works created by Theodor Geisel, who wrote under various pseudonyms, including the pseudonym of “Dr. Seuss”, and including without limitation “The Cat in the Hat”; and (2) “Properties” shall mean the characters, text and images contained in the Dr. Seuss Books. Entrant shall not at any time during the Sweepstakes or thereafter dispute or contest, directly or indirectly, Sponsor’s right and title to the Dr. Seuss Books or the Properties. Entrant shall not acquire any rights in any copyrights or other rights in the Dr. Seuss Books or the Properties, other than the limited, non-exclusive, revocable right to use the “Cat in the Hat”, the Dr. Seuss Books and the Properties to create a Submission in connection with these Sweepstakes.

12. LICENSE GRANT BY ENTRANT: By participating in this Sweepstakes, each entrant hereby grants to the Sponsor, and any of Sponsor’s designees, a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, royalty-free and fully paid-up right and license to use, reproduce, publicly display, distribute, modify and create derivative works of the Submission for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

13. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Administrator’s sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, proxy servers or like methods, all of that entrant’s Submissions will be declared null and void, and that entrant may be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Submissions in excess of the stated limitation, that entrant may, at Administrator’s sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address associated with the email account used to submit an entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

14. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Dr. Seuss’s Express Yourself! 2019

Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than December 30, 2019.

Customer Service inquiries may be made at [Contact Us](#).