

Storey Cupcake Decorating Contest

OFFICIAL RULES

STOREY CUPCAKE DECORATING CONTEST (this “Contest”) IS INTENDED FOR LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. VOID WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA AND ARE LOCATED IN THE UNITED STATES.

- Eligibility:** Contest open to legal residents of the 50 United States and the District of Columbia who are 18 years old or of the legal age of majority in their state or jurisdiction as of February 14, 2024 and are either entering this Contest on their own behalf or as the parent/legal guardian of the minor child entered on the entry form they submit in connection with this Contest (such entry forms located at <https://www.hachettebookgroup.com/landing-page/storey-cupcake-decorating-contest/> (each, an “**Entry Form**”). The following persons are not eligible to enter or win this Contest: (i) employees of Hachette Book Group, Inc. (“**Sponsor**”), Deanna F. Cook and Joy Howard (“**Authors**”), and Sponsor’s and Authors’ respective parents, subsidiaries, affiliates, retailers, suppliers, distributors, and/or advertising/promotion agencies (together with Sponsor and Author, collectively, “**Contest Entities**”); (ii) any immediate family members (e.g., spouses, mothers, fathers, brothers, sisters, sons, daughters, and in-laws) of any employee of any Contest Entity; and/or (iii) those living in the same household (whether or not related) of any employee of any Contest Entity. This Contest is void where prohibited by law.
- Submission Period:** All Submissions (as defined below) must be entered between **12:01 am Eastern Time (“ET”) on February 14, 2024 and 11:59 pm ET on March 31, 2024 (“Submission Period”)**.
- How to Enter:** To enter, each entrant must:
 - Use the “One-Bowl Chocolate Cupcake Recipe” from *Baking Class* by Deanna F. Cook to make a real cupcake (or use the cupcake design printable available at <https://www.hachettebookgroup.com/wp-content/uploads/2024/02/Storey-Cupcake-Decorating-Contest.pdf>);
 - Decorate the cupcake with edible materials; and
 - Submit a photo of their cupcake and detailed instructions on how to decorate their cupcake through their Entry Form (each, a “**Submission**”).

Each entrant will get one (1) Submission per person/household. No automated entry devices and/or programs permitted. All Submissions become the sole and exclusive property of the Sponsor, and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed Submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

- Submission Requirements:** By entering into this Contest (either on their own behalf or on behalf of their minor child), each entrant represents and warrants that (i) their Submission is original; (ii) they are the sole creator of the Submission; (iii) the Submission does not violate the rights of any third party (including any intellectual property rights) or infringe or violate any law and, as of the date of the Submission, is not the subject of any actual or threatened litigation or claim; and (iv) the Submission does not and will not violate any applicable laws and is not and will not be defamatory, libelous, pornographic, or obscene. **Note:** Sponsor reserves the right, in sole discretion, to disqualify any Submission in the Contest if Sponsor (a) views the Submission as potentially infringing or a violation or potential violation of a third party’s rights or (b) deems the Submission to be lacking in taste or quality or to be otherwise objectionable.
- Use of Submissions:** Sponsor shall have the right to use the winning Submission for any uses throughout the world, in perpetuity, for any purpose. Sponsor will have the right to edit, modify, alter, and copy the winning Submission, in its sole discretion. Sponsor has no obligation to use the winning Submission for any purpose. Sponsor may post some or all Submissions, along with the applicable entrant’s first name and/or entrant’s state of residence, on any of its social media pages, accounts, and/or websites, including, but not limited to its Instagram, Facebook, and/or X accounts, and each entrant entering on behalf of their minor child consents to such use of their minor child’s first name and/or state of residence. The posting of a Submission by Sponsor is not required for, or an indication of, a Submission’s winning status.
- Winner Selection:** On or about April 15, 2024, one winner will be selected by the Authors, from among all eligible Submissions, based on the creativity of the Submissions. Authors’ decisions will be final and binding in all matters related to this Contest. Sponsor reserves the right to not award the Prize (as defined below) if, in its sole discretion, it does not receive enough eligible and qualified Submissions. Sponsor will not reveal the judging scores for any Submission.
- Winner Notification:** The potential winner (and, if a minor, their parent and/or legal guardian) whose Submission has been selected as the winning entry, but who has not yet been verified as an official winner (“**Potential Winner**”), will be notified by Sponsor via email on or about April 16, 2024 (“**Notification Date**”). Sponsor shall have no liability for any winner notification that is lost, intercepted, delayed, or not received by the Potential Winner for any reason. The Potential Winner (which, if a minor, will be deemed to be such minor’s

parent and/or legal guardian) may be required to execute and return an Affidavit or Declaration of Eligibility and Liability/Publicity Release (“**Prize Claim Documents**”), on their own behalf or on behalf of their minor child within five (5) days of the date of notification and receipt of Prize Claim Documents from Sponsor. If Potential Winner does not respond to the initial notification within the time period stated, all required Prize Claim Documents are not returned within the specified time period (if applicable), the Prize notification is returned as undeliverable, or the Potential Winner is not in compliance with these Official Rules, the Potential Winner will forfeit the Prize and, at Sponsor’s discretion, an alternate potential winner may be selected.

8. **Prize:** The winner of this Contest will have their Submission featured in the upcoming *Cupcake Class* cookbook by the Authors, will receive a copy of *Cooking Class & Baking Class* box set by Deanna F. Cook (approximate retail value: U.S. \$40.00), and will receive five copies of *Cupcake Class* by the Authors upon its publication in 2025 (approximate retail value of each copy: U.S. \$19.99) (collectively, the “**Prize**”). If the winner is a minor, the winner’s parent and/or legal guardian will be deemed to be the winner on behalf of such minor. The total approximate retail value of the Prize is U.S. \$139.95. Winner (or, if the winner is a minor, their parent and/or legal guardian) will be responsible for all taxes that may become payable as a result of the Prize (e.g., federal, state, city, sales), as well as the proper reporting or declaration of income and payment of taxes and related costs, including interest and/or penalties, to the appropriate governmental authority(ies).

9. **Further Documentation:** If Sponsor shall desire to secure additional assignments or other documents to effectuate the purposes and intent of these Official Rules, then each entrant agrees to sign the same upon Sponsor’s request.

10. **General Prize Conditions:** The Prize will be awarded only if Potential Winner, acting on their own behalf or on behalf of their minor child, fully complies with these Official Rules. No interest will be paid on the Prize. The Prize is non-transferable and non-assignable, and non-cash prizes cannot be redeemed for cash. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute the Prize or any portion thereof with a different prize due to any reason whatsoever. The Prize is awarded “as is” with no warranty or guarantee, either express or implied.

11. **Publicity:** By participating in the Contest, each entrant (and, if a minor, their parent and/or legal guardian on such entrant’s behalf) irrevocably grants the Contest Entities and their respective successors, assigns, and licensees, the right to use such entrant’s first name, state or residence, and Submission, in whole or in part, in any and all media, now or hereafter known, in any manner and together with other materials, for any purpose, including, without limitation, advertising and promotional purposes, as well as in, on, or in connection with the Contest and/or other promotions conducted by the Contest Entities, worldwide, in perpetuity, without further compensation or notice to or permission from such entrant, and each entrant (and, if a minor child in their state or jurisdiction as of February 14, 2024, their parent and/or legal guardian) hereby releases the Contest Entities from any liability with respect thereto. Contest Entities are not responsible for any unauthorized use of Submissions by third parties. Sponsor has no obligation to make use of the rights granted herein.

12. **General Liability Release/Force Majeure:** Each entrant agrees that the Contest Entities (i) shall not be responsible or liable for any losses, damages, or injuries of any kind resulting from participation in the Contest or any Contest-related activity, or from acceptance, receipt, possession, and/or misuse of the Prize, and (ii) have not made any warranty, representation, or guarantee, express or implied, in fact or law, with respect to the Prize, including, without limitation, to such Prize’s quality or fitness for a particular purpose. Contest Entities assume no responsibility for any entrant’s participation in the Contest or use of the Prize. Contest Entities are not responsible for (a) lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions, email, or entry forms; (b) lost, interrupted, or unavailable network, server, Internet Service Provider, website, or other connections, availability, or accessibility or miscommunications; (c) failed computer, satellite, telephone or cable transmissions, lines, or technical failures; (d) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or difficulties; (e) other errors or difficulties of any kind, whether human, mechanical, electronic, computer, mobile device, network, typographical, printing, or otherwise, relating to or in connection with this Contest, including, without limitation, errors in these Official Rules or errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Submissions, the announcement of the Prize, or in any Contest-related materials; (f) any incorrect or inaccurate information, whether caused by users, tampering, hacking, or any equipment or programming associated with or utilized in the Contest; or (g) injury or damage to any person's computer related to or resulting from participating in this Contest. Sponsor may, in its sole discretion, disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest or annoy, abuse, threaten, or harass any person, and Sponsor reserves the right to seek damages (including attorneys’ fees) and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from awarding the Prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural, or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local governing law, order, regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “**Force Majeure**” event or occurrence), then subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, the Authors will (if possible) select the Potential Winner from all eligible, non-suspect Submissions received as of the date of the event of Force Majeure giving rise to the termination, using the judging procedure set forth above or as otherwise deemed fair and appropriate by Sponsor. These Official Rules cannot be modified or amended in any way

except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. **Governing Law/Jurisdiction:** THE CONTEST, THESE OFFICIAL RULES, AND/OR THE RIGHTS AND OBLIGATIONS OF ALL ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

14. **Data Collection:** Each entrant agrees that any personal information they provide to Sponsor about themselves or on behalf of their minor child via their Submission or otherwise will be used in accordance with Sponsor's privacy policy, available at <http://www.hachettebookgroup.com/privacy-policy/>.

15. **Winners:** To find out who wins this Contest, send a self-addressed, stamped envelope to Storey Cupcake Decorating Contest Winner List, Attention: ES, Storey Publishing, 210 MASS MoCA Way, North Adams, MA 01247. All requests must be received by Sponsor within six weeks after the end of the Submission Period to be honored.

16. **Sponsor:** Storey Publishing, an imprint of Workman Publishing, a division of Hachette Book Group, Inc., 210 MASS MoCA Way, North Adams, MA 01247.

17. **Release of Social Media Platforms:** Each entrant acknowledges that this Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Inc., Meta Platforms, Inc., X Corp. (f/k/a Twitter Inc.), or TikTok Inc. (the "**Social Media Platforms**") and releases each Social Media Platform for any and all liability arising from or related to this Contest.