

Shades of Magic “A Darker Shade of Magic” Fanart Contest

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, D.C. AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO ARE AGE 13 OR OLDER. VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS CONTEST.

- 1. ELIGIBILITY:** Shades of Magic “A Darker Shade of Magic” Fanart Contest (the “**Contest**”) is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding the Province of Quebec who are thirteen (13) years of age or older as of the time of entry. Employees of Tom Doherty Associates, LLC (“**Sponsor**”) and its parent companies, subsidiaries, affiliates and advertising, promotion and Internet agencies, and members of the immediate family or household of any such employee, are not eligible. Void where prohibited by law. In the event of a dispute regarding the identity of any entrant, the entry will be deemed made by the authorized account holder of the email account provided by the entrant in connection with Contest entry. Eligibility determinations will be made by Sponsor in its discretion.
- 2. HOW TO ENTER:** The entry period for the Contest begins at 12:01 a.m. Eastern Time (ET) on October 21, 2015 and continues through 11:59 p.m. ET on December 2, 2015 (the “**Entry Period**”). During the Entry Period, create a visual piece of any of the characters or content related to A DARKER SHADE OF MAGIC (“**Fanart**”). The Fanart can be a painting, drawing, sculpture, craft, or computer illustration. Then, during the Entry Period, visit www.darker-shade.com/contest and complete the online entry form, which will require, among other things, submission of a digital file copy of the Fanart. Each copy of the Fanart must be in .JPEG, .GIF or .PNG file format when submitted. There is a limit to one Entry per person. Each Fanart may be used to enter the Contest only once. For a description of any of the characters from A DARKER SHADE OF MAGIC you may use your own interpretation from reading A DARKER SHADE OF MAGIC by V. E. Schwab, or you may refer to descriptions available at shades-of-magic-series.tumblr.com. Entry times will be determined using Sponsor’s computer, which will be the official clock for the Contest. Normal time rates, if any, charged by Internet service provider will apply. No purchase is necessary.
- 3. FANART GUIDELINES:** All Fanart submitted in the Contest (each, collectively, an “**Entry**”) must comply with the following guidelines: (a) the Entry must be original, must have been created by the entrant and must not previously have been published or publicly displayed; (b) the Entry must not contain any material that would violate or infringe upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Sponsor Parties requires a license or permission from any third party; and (c) the Entry must not contain any material that Sponsor, in its sole discretion, deems unlawful, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, contains or depicts nudity or depicts sexual activity, or is otherwise inappropriate for public viewing. Sponsor reserves the right in its sole discretion to disqualify any Entry that Sponsor determines does not comply with these guidelines. By submitting an Entry, each entrant certifies that the Entry complies fully with the foregoing guidelines.
- 4. SELECTION AND NOTIFICATION OF FINALISTS:** Following the conclusion of the Entry Period, judges designated by Sponsor (the “**Judges**”) will judge each Entry based on the following criteria (the “**Selection Criteria**”): originality (25%); creativity (25%); relevance to Contest theme (25%); and overall impression (25%). The Entry that receives the highest rating by the Judges based on

the Selection Criteria will be the potential Grand Prize winner and the next three highest-scoring Entries will be the potential Runners-Up, subject to verification. Any tie will be broken based on the tied entrants' "overall impressions" scores. The odds of winning will depend on the number of eligible entries received and the quality of the entries. The potential winners will be notified by email and/or telephone, as determined by Sponsor, on or about December 16, 2015. If a potential winner does not respond and provide to Sponsor any requested contact information within three (3) days of the initial notification attempt, he or she may be disqualified and the prize awarded to an alternate winner. The potential winners are subject to verification and will be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release, within three (3) days of attempted delivery of same. If any attempted notification is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner may be disqualified and an alternate potential winner selected. The potential winners may be required, in Sponsor's discretion, to provide confirmation that the award of the prize to the potential winner would not conflict with or violate any policy or requirement of the potential winner's employer. If Sponsor determines that the award of a prize to the potential winner would or may conflict with or violate any such policy or requirement, Sponsor has the right in its discretion to disqualify the potential winner and to award the prize to an alternate winner.

5. **PRIZES:** Grand Prize: One (1) Grand Prize will be offered. The Grand Prize is one (1) signed advance reading copy of A GATHERING OF SHADOWS by V. E. Schwab, one (1) 3D-printed model of the four Londons created by V. E. Schwab, one (1) signed hardcover copy of A DARKER SHADE OF MAGIC by V. E. Schwab, one (1) signed trade paperback copy of VICIOUS by V. E. Schwab, and one (1) signed double-sided poster for A DARKER SHADE OF MAGIC by V. E. Schwab. The approximate retail value ("**ARV**") of the Grand Prize is \$102.97. Runner-Up Prizes: Three (3) First Prizes will be offered. Each First Prize is one (1) signed advance reading copy of A GATHERING OF SHADOWS by V. E. Schwab, and one (1) signed double-sided poster for A DARKER SHADE OF MAGIC by V. E. Schwab. The ARV of each First Prize is \$30.99. All federal, state, local taxes on the value of the prize, if applicable, are the responsibility of the winner. An IRS form 1099 will be issued if required by law. The total ARV of all prizes is \$195.94. All prize details will be determined by Sponsor in its discretion. Each prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive any prize is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value. Each prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of any prize or any component thereof that are not expressly specified in these Official Rules as being part of the prize are the responsibility of the winner.
6. **GRANT OF RIGHTS:** By entering the Contest, each entrant irrevocably grants permission to Sponsor and its parent companies, subsidiaries and affiliates and each of their agent and licensees and those each of them may designate from time to time (all of the foregoing, the "**Sponsor Parties**") to use and authorize the use of the entrant's name, likeness, voice and biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes (including, without limitation, advertising and promotion), without further compensation, unless prohibited by law. In addition, except where prohibited by law, by entering the Contest and submitting an Entry, each entrant grants to the Sponsor Parties, in perpetuity, a non-exclusive license to and to authorize others to publish, display, reproduce, modify, edit or otherwise use his/her Entry and each component thereof (including without limitation excerpting or amending the Entry and/or creating derivative works based on the Entry or any component thereof), in whole or in part, for advertising or promoting the Contest or for any other purpose (including, without limitation, posting the Entry online), worldwide, in all media

and formats whether now or later known or developed, without further notice, consideration, permission or compensation.

7. **RELEASE AND ASSUMPTION OF RISK:** By entering, each entrant, on behalf of the entrant and his or her heirs, personal representatives, guardians and assigns, voluntarily and knowingly completely and forever releases, waives and discharges each of the Sponsor Parties and each of their respective parent companies, subsidiaries, affiliates and successors, and the directors, officers, employees and assigns of each of the foregoing, and all people and entities involved in the development or execution of the Contest (all of the foregoing, the “**Released Parties**”) from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, that the entrant ever had, now has or might in the future have arising in any way from or related to this Contest, including without limitation any claims, demands, injuries, costs, attorney fees, rights, liabilities or causes of action arising in any way from or relating to the entrant’s participation in the Contest, the acceptance or use of any prize, the use by any of the Sponsor Parties of any Entry or any other exercise by any of the Sponsor Parties of the rights granted herein (including, but not limited to, any use of an entrant’s name, likeness, voice and/or biographical information). The foregoing release includes, without limitation, a release of any and all liabilities, claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any property damage or loss. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Contest or the acceptance or use of any prize or travel to or participation in any prize-related activity.
8. **GENERAL CONDITIONS:** The Released Parties are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries or e-mails, incorrect or inaccurate capture of, damage to, or loss of entries, Entries or entry information, any delay or interruption in the launch, accessibility or operation of any website or social media platform or any entry or voting period or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Contest. The Released Parties are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user’s Internet service provider and/or e-mail client or for insufficient space in user’s e-mail account to receive e-mail. The Released Parties are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify or prohibit from participating in the Contest any individual who, in Sponsor’s discretion, Sponsor determines or believes (a) has tampered with the entry process or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, or (b) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor, or (c) has attempted or intends to attempt any of the foregoing. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bug, technical problem, entrant fraud or misconduct, or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the Contest or for any other reason in Sponsor’s discretion. In the event of termination of the Contest, a notice will be posted online and a winner will be selected from among all eligible entries received prior to the time of termination. All federal, state and local laws and regulations apply. Entries will not be verified or

returned. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. By entering the Contest, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Each entrant's sole and exclusive remedy with respect to any and all claims, causes of action and/or lawsuits relating to or arising out of the Contest shall be an action at law for the recovery of monetary damages only, and in no event shall any of the rights acquired or to be acquired by any of the Released Parties hereunder be affected or impaired. Each entrant agrees that in no event shall the entrant have the right to enjoin or otherwise interfere with the exercise by any of the Sponsor Parties of any of their rights hereunder or to terminate or rescind any of the rights granted herein. Non-compliance with these Official Rules may result in disqualification. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in New York County in the State of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

9. **WINNERS' NAMES:** For the names of the winners, available after December 16 2015, send a self-addressed, stamped envelope to Tom Doherty Associates, LLC, 175 Fifth Avenue, New York, NY 10010, Attn: **Shades of Magic "A Darker Shade of Magic"** Fanart Contest Winners.

10. **SPONSOR:** Tom Doherty Associates, LLC, 175 Fifth Avenue, New York, NY 10010.

Abbreviated Rules

No purchase necessary. Must enter by 11:59 pm ET on 12/2/15. Open only to legal residents of the fifty (50) United States, the District of Columbia, and Canada (excluding the province of Quebec) who are thirteen (13) years of age or older as of the time of entry. Visit www.darker-shade.com/contest for complete details and Official Rules . Void where prohibited. The contest is sponsored by Tom Doherty Associates, LLC, 175 Fifth Avenue, New York, NY 10010.