

# OUN CHRISTMAS MUSIC SWEEPSTAKE

## OFFICIAL SWEEPSTAKES RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

The Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the United States. The Contest is VOID WHERE PROHIBITED BY LAW.

By entering these Sweepstakes, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Oxford University Press USA's ("OUP") sole discretion, result in disqualification.

1. **SWEEPSTAKES PERIOD.** June 1, 2021 – August 16, 2021.
2. **ELIGIBILITY.** This sweepstakes (the "Sweepstakes") is only open to legal residents of the United States who are at least 18 years old as of the date of entry. Employees of OUP and immediate family members (spouse, parents, siblings and children) and household members of each such employee are prohibited from winning any prizes. This Sweepstakes is void outside of the United States, and where prohibited by law. You are not authorized to participate in the Sweepstakes if you are not located within and a legal resident of the United States.
3. **HOW TO ENTER.** To enter the prize draw, participants must answer the following question correctly: **“One of the carols we published in 2020 tells the story of how the Red Cross Ship, the Vega, came to the aid of the occupied Channel Islands in 1944. Who wrote the text for this carol?”**

Answers **must** be submitted using the online entry form found here: [oxford.ly/prizedraw](https://oxford.ly/prizedraw). Answers provided through any other channel (e.g. by email) will not be accepted as valid entries.

OUP is not responsible for and will not consider as potential contest winners any incomplete or incorrect entries or emails sent but not received by OUP for any reason. Sweepstakes entry is limited to one entry per individual. OUP will not verify receipt of entries. Automated entries are prohibited, and any use of

such automated devices or programs will cause disqualification.

4. **WINNER SELECTION AND NOTIFICATION.** One winning entry will be chosen at random from all correct answers. OUP's decision will be final, and no correspondence will be entered into. The prize winner will be notified by e-mail within 14 days of the closing date.

Sweepstakes winners ("Winners") will be required to sign an Affidavit of Eligibility and Liability/Publicity Release within 48 hours after notification, or the prize will be forfeited and awarded to an alternate winner of OUP's choosing. If a potential winner: (i) cannot be contacted; (ii) does not respond within 7 (seven) days from the date OUP first tries to notify him/her; (iii) fails to return the Affidavit and Release; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the prize or receive the prize, and an alternate potential winner may be selected by OUP in its sole discretion. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Sweepstakes, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the Winner of the Sweepstakes.

5. **PRIZE DESCRIPTION.** The Winner will receive the following prize: up to \$350 (USD) of Christmas music published by Oxford University Press. The music must be selected by the winner and only print editions can be included (digital editions are excluded). All federal, state and/or local income and other taxes, if any, are the Winner's sole responsibility.
6. **APPROXIMATE RETAIL VALUE ("ARV").** The ARV of the prize is \$350. Winners will not receive the difference between actual and approximate retail value. Prizes cannot be exchanged for cash.
7. **ODDS OF WINNING.** The odds of winning this Sweepstakes will depend on the number of eligible entries received according to the eligibility requirements of this this Sweepstakes.
8. **NO PRIZE TRANSFER OR SUBSTITUTION.** Prizes cannot be transferred or substituted except at OUP's sole discretion, and OUP reserves the right to substitute a prize of equal or greater value if the stated prize is unavailable for any reason.

9. **CONSENT AND RELEASE.** By entering the Sweepstakes, each entrant releases and discharges OUP and any other party associated with the development or administration of this Sweepstakes, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, the "Released Parties"), from any and all liability whatsoever in connection with this Sweepstakes, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited by law: (i) acceptance of a prize constitutes the consent of any Winner, without further compensation, to the use by OUP of the name, likeness and biographical material of such Winner for editorial, advertising and publicity purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without additional compensation, notification or permission, unless prohibited by law; (ii) acceptance of a prize constitutes a release by any Winner of Released Parties of any and all Claims in connection with the administration of this Sweepstakes and the use, misuse, or possession of any prize; and (iii) any potential Winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release. Neither OUP nor any Released Party will be responsible for any loss, liability or damages arising out of the winner's acceptance or use of the prize.

10. **DISCLAIMERS.** (i) OUP ("Released Parties") is not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at the Released Parties' servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address; (ii) OUP, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Sweepstakes. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of OUP; (iii) OUP further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer

virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort; (iv) Released Parties are not responsible for errors in the administration or fulfillment of this Sweepstakes, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Sweepstakes based upon such error at its sole discretion without liability. In no event will Released Parties be responsible for awarding more than the number of prizes specified in these rules; (v) in the event this Sweepstakes is cancelled or terminated, pursuant to subparagraph (iii) or (iv), OUP, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein; (vi) **THE RELEASED PARTIES DO NOT MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE.;** (vii) **CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, OUP RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

11. **APPLICABLE LAWS AND JURISDICTION.** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. This promotion is intended for viewing in the United States only and shall only be construed and evaluated according to United States law.
12. **WINNERS.** The Winners will be posted their prize within 30 days of OUP's determination of the Winners under paragraph 4 of these Rules.
13. **SPONSOR.** The Sponsor of the Sweepstakes is Oxford University Press USA, 198 Madison Avenue, New York, NY 10016. For any questions or concerns involving the Sweepstakes please contact [sheetmusic.marketing.uk@oup.com](mailto:sheetmusic.marketing.uk@oup.com).
14. **DISPUTE.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in New York, New York; (2) any and all claims, judgments and awards shall be

limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

15. **WINNER INFORMATION.** The names of the Winners will be available after August 30, 2021. You may request this name by sending a self-addressed, stamped envelope no later than September 30, 2021 to: Oxford University Press UK, c/o Sheet Music Marketing, Great Clarendon Street, Oxford OX2 6DP.