

OFFICIAL RULES

By entering the EBSCO FOLIO Innovation Challenge (the “Challenge”), you agree to be bound and abide by the following official rules (the “Official Rules”). Unless indicated otherwise, these Official Rules apply equally to the Challenge unless indicated otherwise.

NO PURCHASE NECESSARY TO ENTER AND PARTAKE IN THE CHALLENGE.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF BEING AWARDED A GRANT.

1. TIME PERIOD:

The Challenge begins at 5:00 PM Eastern Daylight Time on March 1, 2017 with two rounds: Round One ending at 5:00 PM Eastern Standard Time on May 31 2017; and Round Two ending at 5:00 PM Eastern Standard Time on March 2 2018 (“Time Period”). Sponsor’s designated computer is the official time clock for the Challenge.

2. SPONSOR:

The sponsor of the Challenge is EBSCO Publishing, Inc. dba EBSCO Information Services (“EBSCO” or “Sponsor”), located at 10 Estes Street, Ipswich, MA 01938.

3. ELIGIBILITY:

The Challenge is open only to employees of academic libraries, who are at least eighteen (18) years of age or the legal age of majority in the jurisdiction in which he/she resides, as of date of entry.

Employees, directors, officers, agents and representatives of Sponsor and its parent, subsidiaries, affiliates, (collectively, “Affiliated Parties”), as well as the immediate family members (*i.e., spouses, parents, children, siblings and their respective spouses, regardless of where they reside*) and persons residing in the same household of any Affiliated Parties, whether or not related, are not eligible to partake in the Challenge. The Challenge is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted or by law.

4. TO ENTER THE CHALLENGE:

To Enter the Challenge during the Time Period, you must complete and submit the submission checklist hosted on www.ebsco.com/folio-innovation-challenge.

5. LIMITATIONS ON ENTRIES:

The following limitations apply to all Entries for the Challenge:

Limit one (1) Entry per person. Each application submitted is considered one (1) Entry. Entries must be received within the Time Period to be eligible. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that, or entrant who, does not comply with these Official Rules, or if the Entry is illegible, incomplete, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. Entrants/Entries subject to all notices posted online at www.ebsco.com/folio-innovation-challenge, including but not limited to Sponsor’s privacy policy. No mechanically reproduced Entries of

any kind permitted. Illegible and incomplete Entries are void. Sponsor is not responsible for, misdirected Entries or Entries

not received. Proof of submitting an Entry does not prove the receipt of that entry by the Sponsor. All Entries are subject to eligibility verification by the Sponsor, which reserves the right to disqualify any Entry in its sole discretion.

LICENSE You agree that to make any resulting software available as open source under an Apache v2 license. CHALLENGE GRANT AWARDS:

The FOLIO Innovation Challenge is a grant program that will make available several awards, each between USD \$5,000 and USD \$20,000, totaling USD \$100,000.

6. AWARD SELECTION NOTIFICATION AND TESTIMONIAL:

On or before June, 22, 2017 (Round One), and April 9, 2018 (Round Two) a panel of judges (the "Panel") consisting of employees of Sponsor(s) will select the grant recipients. Panel will select the grant recipients based on a number of factors. The decision of the Panel is final and binding.

Each Challenge grant recipient ("Recipient") will be notified by email, and/or telephone and must respond to Sponsor within five (5) days from date of such notification. The manner of notification is at the sole discretion of Sponsor. Grant recipient must follow the instructions given and comply with all terms and conditions set forth in these Official Rules to collect any award.

At Sponsor's sole discretion, the Recipient may be required to complete and return an Affidavit, Declaration or Certificate of Eligibility, along with any other documentation reasonably required by Sponsor for award fulfillment (collectively the "Fulfillment Documentation") within ten (10) days of receipt of such Fulfillment Documentation. If the award notification or any Fulfillment Documentation is returned as undeliverable, the Recipient will be disqualified.

No award transfer, assignment, or substitution by the Recipient is permitted. If the grant award (or part of the grant award) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original grant award (or that part of the grant award) with an alternative grant award with equal monetary value and/or specification, unless to do so would be prohibited by law.

ENTRANT'S NONCOMPLIANCE WITH THESE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATIVE POTENTIAL GRANT RECIPIENT.

7. LIMITATION OF LIABILITY:

Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, or illegible Entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Challenge.

8. MISCELLANEOUS:

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. If, in Sponsor's opinion, there is any evidence of tampering with any portion of the Challenge, or if a computer problem, including an intentional human intervention or a computer virus, adversely affects the integrity, administration, or security of the Challenge, Sponsor reserves the right at its sole discretion to:

(a) disqualify any individual who is suspected of tampering with the Challenge entry process; (b) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Challenge);

(c) void any fraudulent entries; and/or (d) cancel, modify, temporarily suspend, or terminate the Challenge. If the Challenge is terminated, the Sponsor will conduct a random drawing to award awards using all properly-submitted eligible Entries received as of the date of the termination. Should the Challenge be terminated or modified prior to the expiration date listed in these Official Rules, notice will be posted on www.ebsco.com/folio-innovation-challenge. If Sponsor elects to cancel or terminate the Challenge, Sponsor will not retain any rights in the submitted designs.

Submission of contact information in connection with the Challenge (whether or not required), including mailing address, phone number, and email address, during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located

at <https://www.ebsco.com/company/privacy-policy>) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 10 Estes Street, Ipswich, MA 01938. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

By entering, Entrants also agree (a) to be bound by these Official Rules; (b) that the decision of the Panel is final and binding with respect to all matters relating to the Challenge; and (c) if the entrant wins, that Sponsor may use the winning Entry and Recipient's name, photograph,

likeness, and/or voice in any publicity or advertising relating to the Promotion or future promotions without compensation and subject to the entrant's prior approval (except where prohibited by law).

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an Entry that is not submitted in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

9. LEGAL DISPUTES:

The entrants and Sponsor will enter into good faith negotiations to resolve any disputes arising from the Challenge. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement with thirty (30) days' notice to the other.

10. AWARD WARRANTY:

Sponsor has neither made, nor is responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relating to any award, including but not limited to, the quality, merchantability, habitability, mechanical condition, safety or fitness of any award.

11. TAXES:

The Recipient will be responsible for the reporting and payment of all federal, state and local taxes and other applicable fees, service charges, surcharges associated with award receipt and use. The valuation of each award stated above is based on available information provided to Sponsor, and the value of any award awarded to a Recipient must be reported for tax purposes as required by law. The Recipient must provide Sponsor with valid identification and a valid taxpayer identification number or social security number before any award will be awarded. Any person granted more than \$600 in awards in the Challenge will receive an IRS form 1099 at the end of the calendar year and a copy of such form must be filed with the IRS.

12. RECIPIENT LIST/RULES REQUEST:

To view the Recipient listing or to request additional copies of the Official Rules, visit or send your request with a self-addressed stamped envelope (except where not required by applicable

law) to be received by 5:00 PM Eastern Standard Time on May 31 2017 (Round One); and ending at 5:00 PM Eastern Standard Time on March 2 2018 (Round Two) to Sponsor at: 10 Estes Street, Ipswich, MA 01938, Attn: FOLIO Innovation Challenge.