

**The Chronicle of Higher Education, Inc. “George W. Bush Library Design Contest”
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS DESIGN CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Subject to all federal, state, and local laws, regulations, and ordinances. Design Contest begins at 12:00:00 AM Eastern Time ("ET") on December 14, 2007 and ends at 11:59:59 PM ET on February 1, 2008 (the "Promotion Period"). Void outside the 50 United States and the District of Columbia, and where prohibited by law. Design Contest is sponsored by The Chronicle of Higher Education, Inc. ("Sponsor").

ELIGIBILITY: The Chronicle of Higher Education, Inc. “George W. Bush Library Design Contest” (the "Design Contest") is open only to entrants who are legal residents of the 50 United States (including the District of Columbia) who are the age of majority in their state of residence at the time of entry. Employees, officers and directors of The Chronicle of Higher Education, Inc., or any of their parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. All entrants must have access to the Internet prior to the start of the Design Contest. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Design Contest.

TO ENTER: Mail your entries to “George W. Bush Library Design Contest,” The Chronicle of Higher Education, 1255 23rd Street NW, Suite 700, Washington, DC, 20037. Entries must be postmarked by February 1, 2008. You must complete all required information to be eligible to enter. Entries must be submitted by the participant. Use of automated entries or programs or entries submitted by third parties is prohibited and will be disqualified. Limit (1) entry per firm. Any attempt by any participant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that participant’s entries and that participant may be disqualified at Sponsor’s discretion. All entries become the property of sponsor when submitted and will not be returned to entrant. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

SELECTION OF WINNERS: On or about March 20, 2008, Sponsor will select the name of potential winners of the prize. The odds of winning are based on the number of eligible entries received. Winners will be notified by e-mail on or about March 30, 2008. If a potential winner does not respond within seven (7) days after the first attempt to contact him/her, or if the prize notification is returned as undeliverable, that potential winner will be deemed to have forfeited the prize, and Sponsor will select an alternate potential winner in his/her place from all eligible entries received. Alternate potential winner must satisfy all eligibility requirements. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Except where prohibited, each potential winner will be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If the potential winner fails to sign and return the Affidavit/Release within the required time period, that potential winner will be deemed to have forfeited the prize, and an alternate potential winner will be selected in his/her place in a random drawing from all eligible entries received within seven (7) days of the date the potential winner is determined to be ineligible. Noncompliance with the foregoing, failure to abide by these Official Rules, or return of the prize notification or prize as non-deliverable may result in disqualification and naming of an alternate potential winner. Up to three (3) alternate winner drawings will be held, after which any remaining prizes will remain un-awarded.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE DESIGN CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

PRIZES: One (1) Prize will be awarded. Each Prize consists of one (1) Apple® 16GB iPod Touch®. Approximate Retail Value ("ARV") of each Grand Prize: \$399.00. Total ARV of all prizes to be awarded: \$399.00.

PRIZE RESTRICTIONS: Limit one prize per person per household. Any and all applicable federal, state, and local taxes are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Design Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, a random drawing will be held among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

GENERAL CONDITIONS: This Design Contest is governed by the laws of the United States. Void where prohibited by law and outside the United States. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS DESIGN CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE DESIGN CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CHRONICLE OF HIGHER EDUCATION, INC. RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Design Contest, except as expressly set forth in these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Design Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor and its agents are not responsible for (1) any incorrect or inaccurate

information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Design Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Design Contest; (4) technical or human error which may occur in the administration of the Design Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Design Contest or receipt or use or misuse of any prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Design Contest, provided that if it is not possible to award another entry due to discontinuance of the Design Contest, or any part of it, for any reason, Sponsor, at its 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. If, for any reason, the Design Contest is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Design Contest, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Design Contest (or any portion thereof); (b) modify the Design Contest or suspend the Design Contest to address the impairment and then resume the Design Contest in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THIS DESIGN CONTEST, ENTRANTS AGREE THAT THE CHRONICLE OF HIGHER EDUCATION, INC., AND THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEB SITE PROVIDERS, WEB MASTERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED ENTITIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS DESIGN CONTEST OR IN ANY DESIGN CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED ENTITIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS DESIGN CONTEST, PARTICIPANTS AGREE THAT THE RELEASED ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF INTERNET SITE [HTTP://CHRONICLE.COM](http://chronicle.com) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE DESIGN CONTEST CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN

WRITING ON REQUEST OF SPONSOR), ITS PARENT, SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS DESIGN CONTEST, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Columbia or the appropriate State Court located in the District of Columbia; (2) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Design Contest, but in no event attorneys' fees; (3) under no circumstances will 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, 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 Design Contest, shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to any choice of law or conflict of laws rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

OFFICIAL RULES & WINNERS LIST: For a copy of the Official Rules, visit <http://chronicle.com> or send a stamped, self-addressed envelope (VT residents may omit return postage) for receipt by February 10, 2008, to: 1255 Twenty-Third Street, N.W., Washington, D.C. 20037. For a list of winners available after March 30, 2008, send a stamped, self-addressed envelope for receipt by April 30, 2008 to: 1255 Twenty-Third Street, N.W., Washington, D.C. 20037.

SPONSOR: The Chronicle of Higher Education, Inc., 1255 Twenty-Third Street, N.W., Seventh Floor, Washington, DC 20037.

PRIVACY: Personal information collected from entrants is subject to Sponsor's Privacy Policy. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives, or service providers may use entrants' personal information for purpose of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of products or promotions that Sponsor thinks may be of interest, only with consent. Sponsor will not sell personal information submitted with entry to third parties. For information about Sponsor's Privacy Policy, go to: <http://chronicle.com/help/privacy.htm>.

Apple Inc. is not affiliated with or a sponsor of The Chronicle of Higher Education Open House Design Contest. Apple® and iPod® are registered trademarks of Apple Inc.

The Chronicle of Higher Education, Inc. shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein. Copyright ©2008 The Chronicle of Higher Education and any other trademarks or logos used herein are trademarks of The Chronicle of Higher Education, Inc. and/or other companies in the United States and/or other countries. All rights reserved.

