

**Dr. Seuss Birthday Offer Promotion  
Terms and Conditions**

**OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE THIRTEEN (13) YEARS OF AGE OR OLDER WHO ARE BORN ON MARCH 2, OR ARE A PARENT/LEGAL GUARDIAN OF A CHILD BORN ON MARCH 2.**

**DONATIONS, IF APPLICABLE, WILL BE MADE BY THE SPONSOR AND NOT BY ANY INDIVIDUAL.**

**20,000 ITEMS, AVAILABLE WHILE SUPPLIES LAST.**

The Dr. Seuss Birthday Offer Promotion (“**Promotion**”) is sponsored by Dr. Seuss Enterprises, L. P. (“**Sponsor**”), and is administered by Realtime Media LLC (“**Administrator**”).

- 1. OFFER PERIOD:** The Promotion begins on February 28, 2025, at 9:00 a.m. Pacific Time (“**PT**”) and ends the earlier of (i) March 31, 2025, at 11:59:59 p.m. PT; or (ii) when the “**Cap**” (as defined below) has been reached (“**Offer Period**”). The opportunity to participate in this Promotion is on a first-come, first-served basis. Once the Cap has been reached, no additional participants will be able to claim the Offer. Administrator’s server will be the official timekeeper for the Offer.
- 2. ELIGIBILITY:** The Promotion is only open to legal residents of the 50 United States and the District of Columbia, who are at least 13 years of age or older at the date/time of participation and are born on March 2<sup>nd</sup> of any year or are the parent/legal guardian of a child born on March 2<sup>nd</sup> of any year (each a “**Participant**”). If you are under the age of majority in your state of residence, you must have permission from your parent or legal guardian to participate. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, affiliates, retailers, distributors, subsidiaries, divisions, dealers, advertising and promotional agencies and suppliers involved in the Promotion (“**Promotion Entities**”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void where prohibited or restricted by law.
- 3. HOW TO CLAIM IN THE PROMOTION:** During the Promotion Period, Sponsor will provide one (1) free Dr. Seuss book selected by Sponsor or Administrator in their sole discretion, that may include a personalized sticker with the Participant’s name (the “**Offer Item**”) to up to the first 20,000 eligible Participants (the “**Cap**”) who (i) visit [drseusspledge.com](https://drseusspledge.com) (the “**Website**”), (ii) complete and submit the registration form including your full name, email address, complete mailing address (P.O. Boxes not accepted), phone number, and child’s name (if applicable) and (iii) follow the on-screen instructions to upload proof of you or your child’s March 2 birthdate such as a screenshot of a social media post wishing you a happy birthday on that day, birthday listing on social media platform, a social media birth announcement, a photo of a printed birth announcement, dated photo of baby in the hospital, etc. (each, a “**Photo**”) that complies with the “**Content Guidelines**” (as defined below). **NOTE: DO NOT UPLOAD BIRTH CERTIFICATES, OR OTHER ITEMS THAT INCLUDE SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION SUCH AS SOCIAL SECURITY NUMBERS.** Instead of claiming an Offer Item personally, Participants can direct Sponsor to provide the Offer Item to First Book charity (the “**Charity**”). Donations of the Offer Item will be made to the Charity by the Sponsor and not by any Participant. All information submitted through the Website is subject to verification by Sponsor and/or Administrator. The approximate retail value of an Offer Item is \$9.99. Sponsor or its designee will attempt to mail the Offer Item to a Participant within six (6) to eight (8) weeks from validation that each Participant has complied with these Terms and Conditions.

You are not the recipient of any Offer Item even if the notification should so indicate, unless and until your eligibility, and your place in line/time stamp of completing participation have all been verified and you have been notified that verification is complete. Sponsor will not accept alternate evidence in lieu of the Sponsor’s validation process. All Participants are subject to verification before any Offer Item will be fulfilled.

**Limit one (1) Offer Item per person for this Promotion, however, if you are a parent/guardian of twins, you may receive up to two (2) Offer Items.** Any attempt by any person to obtain more than

the stated number of Offer Items by using multiple/different email addresses, physical addresses, identities, registrations and logins, or any other methods will void that person's participation and he or she will be disqualified from the Promotion. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of any Participant who submitted an offer claim through the Website, the authorized account holder of the email address used to submit the claim for the Offer Item will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential Offer Item recipient may be required to show proof of being the authorized account holder.

**4. CONTENT GUIDELINES:** Photos that do not meet the following "Content Guidelines" may be disqualified from the Promotion, at Sponsor's sole and absolute discretion, so read and follow these Content Guidelines carefully:

- Photo must be in one of the following file formats: .JPG, .PNG and .GIF, and cannot exceed 10MB.
- Photos must comply with these Terms and Conditions and any Terms of Use posted on the Website and meet all specifications or requirements called for on the Website and other advertising for the Promotion.
- Photos must be suitable for presentation in a public forum.
- Photos must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Website such as viruses, Trojan horses or other technologies that could adversely impact the Promotion, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).
- Photos should not be of birth certificates or social security cards and should not reveal any sensitive personal information that could be used to track, contact, or impersonate any individual.
- Participant must have permission from any individuals that appear in his or her photo (e.g., family members, friends or others).

**5. OFFER ITEM RESTRICTIONS:** No Offer Item transfer or cash redemption. No Offer Item substitution, in whole or in part, except by Sponsor who reserves the right to substitute an item of comparable or greater value, in its sole discretion. Any stated difference between the approximate retail value and actual value of an Offer Item or any substituted Offer Item will not be provided. Offer Items pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotion materials are for illustrative purposes only. Actual Offer Items may vary from the Offer Items pictured. All details and other restrictions of the Offer Items not specified in these Terms and Conditions will be determined by Sponsor in its sole discretion. All federal, state, and local taxes on Offer Items are the sole responsibility of the recipient. In no event will more than the stated number of Offer Items be fulfilled. All Offer Items are fulfilled "as is" with no warranty or guarantee, either express or implied, by Sponsor. Any unclaimed Offer Items will not be fulfilled. Sponsor and Administrator are not responsible for any change of email address and/or mailing address of Participants or Offer Item recipients. Any Offer Items not claimed before the end of the Offer Period, and any Offer Items allocated to Participants who have been disqualified for any reason, will not be fulfilled. Offer Items will only be delivered to an address in the 50 United States or the District of Columbia.

**6. LIMITATION OF LIABILITY:** By participating in this Promotion, Participants agree that the Promotion Entities are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable Offer Items or Promotion-related notifications; (ii) any computer, telephone, satellite, cable, network, electronic or

Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to Participants or to any person's computer related to or resulting from participating in the Offer; (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Terms and Conditions.

Participants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from participants' acceptance, receipt, possession and/or use or misuse of any Offer Item, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Offer Item.

By participating in the Promotion, each Participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; and (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Promotion Entities in connection with the Promotion or the Offer Item.

If, for any reason, the Promotion is not capable of running as planned, or the integrity and or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "**Force Majeure**" event or occurrence), Sponsor reserves the right, in its sole and absolute discretion, to abbreviate, cancel, terminate, extend, modify or suspend the Promotion and/or proceed with the Promotion in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, up to the limits stated herein.

7. **USE OF DATA:** Sponsor will be collecting personal data about Participants online, in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at <https://www.seussville.com/privacy-policy/>. By participating in the Promotion, Participants hereby agree to Sponsor's collection and usage of their personal information for purposes of the Offer and acknowledge that they have read Sponsor's Privacy Policy. **CALIFORNIA RESIDENTS: The Promotion may be considered a "financial incentive" under the California Consumer Privacy Act ("CCPA"). To participate in the Program, you must register at [drseusspledge.com](https://drseusspledge.com). In order to register, you must provide us with certain information, including but not limited to your name, email, mailing address, phone number, child's name, and accept the Dr. Seuss Birthday Offer Promotion Terms and Conditions and this Privacy Policy. Your personal information is collected and retained and may be shared as described in the Sponsor's Privacy Policy. The value of your personal information collected and processed as part of a Program is related to the value of the Offer Item and the costs and expenses associated with making the Program and Offer Item available to Participants. For more information, please review the Financial Incentives disclosure in the Sponsor's Privacy Policy.**
8. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS PARTICIPANTS SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

- 9. MANDATORY ARBITRATION AND CLASS ACTION WAIVER:** By participating in this Promotion, each Participant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in San Diego, California; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Terms and Condition and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).
- 10. GENERAL:** This Promotion is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute discretion, to be tampering with the operation of the Promotion, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each Participant may be required to show proof of eligibility and compliance with these Terms and Conditions in a form that is deemed satisfactory by Sponsor. If any provision of these Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

11. **OFFER SPONSOR:** Dr. Seuss Enterprises, L.P., 9645 Scranton Road, Suite 130, San Diego, CA 92121.
12. **OFFER ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.