

## **GIFT WITH PURCHASE: *Mad Bad & Dangerous to Know* Pocket Notebook**

### **TERMS AND CONDITIONS**

1. **PROMOTER.** The *Mad Bad & Dangerous to Know* Pocket Notebook with Purchase (“Offer”) is promoted by Soho Press, Inc. (the “Promoter”), whose address is 79 Madison, 8 FLR, New York, NY 10016. It is marketed to visitors to <https://books.sohopress.com/mad-bad-dangerous-preorder> (the “Website”) while supplies last.

2. **OFFER.** The Offer gift shall consist of one (1) pocket-sized blank notebook. (the “Gift”). The Gift is given to persons who purchase of the book *Mad Bad & Dangerous to Know*, in either hardcover format (ISBN: 9781641290418) or ebook format (ISBN: 9781641290425) from any retail bookseller during the Offer period from 12:01 am EST on February 18, 2020 and 12:00 am EST on April 7, 2020 or while supplies last, whichever occurs first, and submit proof of purchase (itemized order confirmation or receipt image) to [preorders@sohopress.com](mailto:preorders@sohopress.com). Limit to one (1) notebook per customer.

3. **PARTICIPATION.** By participating in this Promotion and accepting the Offer, the Participant agrees to these Terms and Conditions. This Offer is not available to clubs, organizations or groups. Offer cannot be combined with, and is not valid with, any other rebate, offer, discount, promotion or program.

4. **ELIGIBILITY OF PARTICIPANT.** Participant must be eighteen (18) years of age or older at the time of entry, and a resident of the fifty (50) United States and the District of Columbia to participate in the Offer. Employees, officers, directors, representatives, members, trustees and agents of the Promoter, its affiliated companies and their immediate families and those living in their same household, whether or not related, are not eligible for the Offer.

5. **PROMOTER DISCRETION.** Promoter will determine Gift recipients in its sole discretion, subject to verification of eligibility and compliance with these Terms and Conditions and any Promotion-related materials. At its sole discretion, the Promoter may refuse to honor the Offer if it is believed that the Participant is abusing the program by returning merchandise used to secure the Offer. The Promoter reserves the right to report such fraudulent activities to the authorities and prosecute to the full extent of the Law. Failure of Promoter to enforce any provision of these Terms and Conditions shall not constitute the waiver of such provision

6. **THE GIFT.** Gifts are non-transferable, non-refundable and non-negotiable by Participant and cannot be redeemed for cash. Gift cannot be exchanged or returned. Participant must be present to receive the Gift. The Promoter accepts no responsibility for any variation in Gift value. Promoter reserves the right to substitute Gift offered with an item of equal or greater value.

7. **CANCELLATIONS AND MODIFICATION.** Offer and Promotion may be changed or terminated at any time and without notice unless notice is required by law.

8. **DISPUTES.** Any dispute, controversy or claim arising out of or relating to the Promotion or the Offer, or participation therein, or the use of any material, or these Terms and Conditions,

shall be governed by the laws of the State of New York, without regard to choice-of-law rules or principles. Participants waive any right to claim ambiguity in these Terms and Conditions.

9. INDEMNIFICATION. By accepting the Offer, Participant agrees to release and hold harmless Promoter, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause action, including, but not limited to, personal injury, death, or damage to or loss of property, arising, in whole or in part, directly or indirectly, out of participation in the Promotion or receipt or use or misuse of any Gift.

10. FORCE MAJEURE. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Promotion.

11. LIABILITY. The Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability to the greatest extent permitted by law, for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, and whether or not arising from any person's negligence, in connection with: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference or fraud; (c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) the Offer; or (e) accepting or using any Gift.

12. PRIVACY POLICY. Any personally identifiable information collected during the Participant's participation in the Offer will be collected by the Promoter or its agent and used by the Promoter, its affiliates, agents, and marketers for purposes of the proper administration of the Offer and fulfillment of the Offer as described in these Terms and Conditions and in accordance with Promoter's Privacy Policy found on the Soho Press's website.

13. TAXES AND LAWS. All federal, state and local laws and regulations apply. The Promotion and Offer are void where prohibited by law. Federal, state and local taxes, if any, are the sole responsibility of Participant.

14. INTERPRETATION. In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any portion of any provision herein is determined to be invalid or otherwise unenforceable or illegal, such portion shall be severed from these Terms and Conditions, and the other provisions will remain in effect as if the invalid or illegal provision were not contained herein.

15. GRANT OF LICENSE. Each Participant that accepts a Gift, grants to Promoter and its respective designees the right to publicize his/her name, address, photograph, voice, statements and/or other likeness and Gift information for advertising, promotional and/or trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.