

## **'Radio Flyer 100th Anniversary Event Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**  
THIS SWEEPSTAKES IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

**ABOUT THIS SWEEPSTAKES:** This Sweepstakes is sponsored by Radio Flyer, Inc., located at 6515 W. Grand Avenue, Chicago, Illinois 60707 ("**Sponsor**"). Participation in this Sweepstakes is expressly subject to and governed by these Official Rules. By entering this Sweepstakes, you agree to be bound by these Official Rules as well as Sponsor's Privacy Policy published at <http://www.radioflyer.com/privacy-policy/> and to comply with all applicable laws and regulations.

*This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. By entering this Sweepstakes, you understand that you are providing information to Sponsor and not to Instagram or Twitter. Any questions, comments or complaints regarding this Sweepstakes must be directed to Sponsor and not to Instagram or Twitter.*

**ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age on the date of entry. Employees of Sponsor and its affiliates, advertising and promotion agencies, and other Sponsor-designated parties involved in the operation or administration of this Sweepstakes (collectively, "**Sponsor and Related Parties**"), as well as members of their immediate families or households, are NOT eligible to enter or win.

**HOW TO ENTER:** To enter this Sweepstakes, you will need to do the following:

- (i) attend Sponsor's 100th anniversary celebration event which will take place on July 13, 2017 from 8:00 AM to 6:30 PM (Central Time) at the Pioneer Court, 401 N. Michigan Ave, Chicago, Illinois 60611 (the "**Event**"); [The Event is free and is open to the public.]
- (ii) take or have a photo taken of yourself in front of the World's Largest Wagon which will be on display at the Event; and
- (iii) post your photo on Instagram or Twitter with the #hashtag "**#RadioFlyer100**", no later than **11:59 PM (Central Time) on July 13, 2017** (the "**Entry Deadline**").

**Please make sure that your photo meets all of the following requirements:**

- Your photo must be taken at the Event and must show yourself (not anybody else) standing in front of the World's Largest Wagon.
- Your photo must **not** contain: depiction of nudity, obscenity, vulgarity, violence, or anything of a sexual or violent nature; depiction of any criminal or other unlawful or illegal activity; depiction of alcohol, tobacco, firearms/weapons, illegal drugs, or contrabands; anything of a religious or political nature; anything that is hateful,

discriminatory, harassing, threatening, derogatory, disparaging, defamatory, libelous, or otherwise offensive; or anything that violates the copyright, moral right, right of publicity, right of privacy, or any other property or personal right of another.

- You must have complete ownership (including ownership of copyrights and moral rights) of your photo.

LIMIT OF ONE (1) ENTRY PER PERSON. If you post your photo on both Instagram and Twitter, only one entry will be counted.

This Sweepstakes is limited to the above-specified online entry method only, and no other method of entry will be accepted. *If you post your photo on Instagram, please make sure that you have a “non-private” Instagram account.* You must be the authorized account holder of the Instagram or Twitter (as applicable) account associated with your entry. If a dispute arises as to who submitted an entry, the entry will be deemed submitted by the authorized Instagram or Twitter (as applicable) account holder. Entries must be received by the specified Entry Deadline, or will be deemed void. All entries in this Sweepstakes will be deemed public and non-confidential, and any entry made on a confidential basis will be deemed void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. All entries become the property of Sponsor and will not be returned. Use of any automated entry device or program is prohibited, and entries generated by a script, macro or other automated means will be deemed void.

**WINNER SELECTION:** From among all eligible entries received in this Sweepstakes, ten (10) winners will be randomly selected in a drawing by Sponsor on or about July 17, 2017. Odds of winning depend on the number of eligible entries received. By entering this Sweepstakes, you accept and agree to be bound by all decisions of Sponsor as final and binding.

**PRIZE:** Each winner will receive a Radio Flyer 100th anniversary limited edition wagon, with an approximate retail value of \$99.99. Prize is *not* transferable and is *not* redeemable or exchangeable for cash or other goods or services. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE RESPONSIBILITY OF EACH WINNER.

**WINNER NOTIFICATION; AWARDING OF PRIZE:** On or about July 17, 2017, Sponsor will notify each winner by sending a direct message to the winner’s Instagram or Twitter (as applicable) account, with the following caption “Congratulations! You have been selected as a winner of a Radio Flyer 100th Anniversary Wagon. Please reply back with your email address so we can follow up with details and coordinate the delivery of your prize.” To claim the prize, a winner must reply to Sponsor using the method specified by Sponsor in the aforementioned winner notification message, and must do so *within 48 hours of Sponsor’s sending of the message.* Prior to awarding the prize, Sponsor may require a winner to sign and return an affidavit and release form (as provided by Sponsor). Subject to all of the foregoing, Sponsor will arrange for shipping of the prize

to a winner's designated address (via a shipping method determined by Sponsor), on or about July 31, 2017. Please allow approximately three (3) weeks for delivery.

Prize is deemed forfeited if: (i) a winner fails to contact Sponsor within the specified time to claim the prize, or fails to verify (if requested by Sponsor) that he/she is the authorized Instagram or Twitter (as applicable) account holder that posted a winning photo, or fails to return a signed affidavit and release form (if required by Sponsor) to Sponsor. A forfeited prize, or a prize returned as undeliverable or otherwise not claimed will be awarded to an alternate winner selected by Sponsor.

**YOUR LICENSE GRANT TO SPONSOR AND RELATED PARTIES:** By submitting your photo in this Sweepstakes and in consideration of the opportunity to participate in this Sweepstakes, you grant to Sponsor and Related Parties and their successors and assigns a perpetual, worldwide, irrevocable, non-exclusive, assignable, transferable, sublicensable, unrestricted, royalty-free license (with no obligation) to use, reproduce, display, distribute and otherwise exploit your photo (including your likeness depicted therein), in whole or in part, in any and all media (whether now known or hereafter developed) and for any and all purposes of Sponsor (commercial or noncommercial), including, without limitation, for use in Sponsor's advertising, promotional, marketing, publicity, and social media materials and campaigns (the "License Grant"). You acknowledge and agree that you will have no right or claim to any compensation, payment, credit, attribution, notice, approval or inspection of any kind whatsoever with respect to any use of your photo by Sponsor and Related Parties and their successors and assigns pursuant to the License Grant. In addition, you forever waive any and all moral rights and similar rights with respect to any use of your photos by Sponsor and Related Parties and their successors and assigns pursuant to the License Grant.

**MISCELLANEOUS:**

- (i) By entering this Sweepstakes, you agree to indemnify and hold harmless Sponsor and Related Parties and their respective owners, members, partners, officers, directors, employees, agents and representatives, as well as Instagram and Twitter, from and against any and all third-party claims arising out of or related to: (a) your participation in this Sweepstakes; (b) your photo submitted in this Sweepstakes, or any use of your photo by Sponsor and Related Parties or their successors or assigns pursuant to the License Grant; (c) your violation of these Official Rules or any applicable law; and/or (d) your receipt or use of any prize awarded in this Sweepstakes.
- (ii) By entering this Sweepstakes, you forever release Sponsor and Related Parties and their respective owners, members, partners, officers, directors, employees, agents and representatives, as well as Instagram and Twitter, from any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities, losses and damages (collectively "Claims") arising out of or related to this Sweepstakes or any prize awarded in this Sweepstakes, including, without limitation, Claims for personal injury or death,

damage to or loss of property, violation of right of publicity or privacy, defamation, libel, and false light, whether intentional or unintentional, and whether under a theory of contract, tort (including negligence), warranty or otherwise.

- (iii) Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond Sponsor's reasonable control corrupt or impair the administration, security, fairness or proper operation of this Sweepstakes. Sponsor is not responsible for: any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entry; any error, omission, misinformation, or misidentification in any entry; any failure or interruption of any website (including Twitter and Instagram) associated with this Sweepstakes; any failure or interruption of Sponsor's email server; any machine or equipment failure or malfunction, electrical service interruption, or any Act of God; and/or any damage to your or any other person's computer hardware, software or data that results from participation in this Sweepstakes or accessing, downloading or using any tools, files, data, software, or other materials in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY PERSON TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL DAMAGES AND OTHER REMEDIES AGAINST SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- (iv) These Official Rules are governed by and shall be construed in accordance with the laws of the State of Illinois, U.S.A. (without regard to the conflict of laws provisions thereof). If any provision of these Official Rules is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be deemed modified in such manner as to render such provision valid, legal, and enforceable to the fullest extent permitted by law in such jurisdiction. The remaining provisions of these Official Rules shall not be affected thereby, and shall continue in full force and effect.

**WINNERS LIST/OFFICIAL RULES:** For a copy of the winners list (available after July 21, 2017) or a copy of these Official Rules, please send a written request with a self-addressed, stamped return envelope to: Radio Flyer, Inc., Attention: Marketing, 6515 W. Grand Avenue, Chicago, Illinois 60707.