

“Little Red Stories” Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. THIS CONTEST IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW. THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA AND ITS OTHER TERRITORIES AND POSSESSIONS, INCLUDING PUERTO RICO.

This Contest is sponsored by **Radio Flyer, Inc., 6515 W. Grand Avenue, Chicago, Illinois 60707** (“**Sponsor**” or “**we**”). Participation in this Contest is expressly subject to and governed by these Official Rules. By entering this Contest, each participant (“**you**”) agrees 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.

1. ELIGIBILITY: This Contest is open to all persons who have reached the age of majority in his or her state or country of residence at the time of entry. **IMPORTANT NOTE: ALL PRIZES IN THIS CONTEST ARE SHIPPED TO U.S. ADDRESSES ONLY. ACCORDINGLY, YOU MUST HAVE A VALID U.S. MAILING ADDRESS IN ORDER TO RECEIVE ANY PRIZE IN THIS CONTEST.** Employees, agents and representatives of Sponsor and its prizeing and promotional partners for this Contest and all other persons and entities directly involved in the operation or administration (including the judging process) of this Contest, as well as members of their immediate families and/or households, are NOT eligible to enter.

2. HOW TO ENTER:

2.1 The entry period for this Contest begins at **12:01 AM (Central Time) on September 4, 2016** and ends at **11:59 PM (Central Time) on November 27, 2016** (the “**Contest Period**”). Entries received outside the stated Contest Period will NOT be accepted. It is entirely your responsibility to observe time zone differences.

To enter this Contest, you must do the following during the Contest Period:

- i. complete an online entry form at <http://www.radioflyer.com/content/node/add/story> (the “**Contest Website**”); and
- ii. submit along with your entry form, your personal story about how a Radio Flyer product has brought fun and joy for you or your loved ones, whether presently or in the past, and follow the requirements and guidelines set forth in Sections 2.2 and 2.3 below.

Your submission and your entry form, together, constitute your entry in this Contest.

2.2 Your submission may consist of text, photos and/or videos, or any combination of them (all materials submitted will be deemed part of the same submission). All images should include a Radio Flyer product. It is your responsibility to ensure that all materials submitted by you comply with file type, format, size, and other requirements (e.g., word count limit for written text, and length limit for audios and videos) specified by Sponsor on the Contest Website.

2.3 All submissions in this Contest must comply with the following content guidelines:

- i. Tell a true story from your own personal experience. Making up a story or impersonating another person will be grounds for disqualification of your entry.

- ii. Only submit materials that are your own independent creations or for which you own the rights. Do **not** include any third-party text, photo, artwork, music, audio or video material in your submission for which you do not own the rights. Sponsor may at any time require you to provide proof of such ownership, and you may be disqualified and rendered ineligible to receive a prize in this Contest if you fail to provide such proof as required by Sponsor.
- iii. Do **not** show or mention any third-party product, service, company, business, property, trademark or logo in your entry.
- iv. Do **not** include any of the following in your submission: any material that is disparaging or derogatory toward Sponsor or a Sponsor brand; any material that depicts any unsafe, dangerous, or improper use of a Sponsor product; any material that is sexual, obscene, pornographic, violent, offensive, vulgar, profane, disrespectful, discriminatory, threatening, harassing, libelous, defamatory or contains nudity of any kind; or any material that violates any third-party right or any applicable law or regulation.
- v. For each person (other than yourself) identified in your submission, you must have the necessary consent from such person to include and use his/her identity (whether it be his/her name, likeness, voice, performance, or otherwise) in your submission for this Contest. Sponsor may at any time require you to provide proof of such consent, and you may be disqualified and rendered ineligible to receive a prize in this Contest if you fail to provide such proof as required by Sponsor.

2.4 This Contest is limited to online entry only, and no other method of entry will be accepted. There is no limit to the number of entries per calendar month per participant, however, duplicate presentations should not be submitted in the Contest. Entry must be received within the specified Contest Period, or it will be deemed void. All entries (except for personal information provided on the entry form) will be deemed public and non-confidential. Any entry (except for personal information disclosed on the entry form) made on a confidential basis will be deemed void and will automatically be disqualified. Entries, once submitted, are **not** returnable by Sponsor. Please keep a copy of your entry for your own record.

3. JUDGING & WINNER SELECTION: The judging in this Contest will be conducted by a team of Sponsor-designated employees (the “Judges”), and the winner selection will be based on the Judges’ evaluation of each submission’s quality, wow factor, and authenticity of the story presented. To the extent Sponsor posts entries on its Facebook page, the Judges may also consider the number of “likes” received by a posted entry from fans of Sponsor’s Facebook page (the consideration of which will be optional and non-determinative in the selection of winners).

The Judges will have the sole authority and discretion to determine the winners, and all decisions of the Judges will be FINAL. By entering this Contest, you agree to be bound by the decisions of the Judges.

4. PRIZES; ODDS OF WINNING: Subject to the judging and winner selection provisions of Section 3 above, a total of up to twelve (12) weekly winners will be selected in this Contest as follows:

After the end of each week during the Contest Period (each such a week starts at **12:01 AM (Central Time) on a Sunday** and ends at **11:59 PM (Central Time) on the following Saturday**), one (1) weekly winner will be selected from among all eligible entries received within such week, to receive a \$50 gift card for exclusive use at Sponsor’s RadioFlyer.com online store.

After the end of the Contest one (1) grand prize winner will be selected from among all eligible entries received during the contest period, to receive a gift card for exclusive use at Sponsor’s RadioFlyer.com online store redeemable for one customizable Build-A-Wagon.

A participant cannot be a weekly winner more than once in this Contest. Odds of winning will depend entirely on the merits of each participant's submission as determined by the Judges in accordance with Section 3 of these Official Rules. Prizes are NOT assignable or transferable. Non-cash Prizes are NOT redeemable or exchangeable for cash.

IMPORTANT NOTE: ALL PRIZES IN THIS CONTEST ARE SHIPPED TO U.S. ADDRESSES ONLY. ACCORDINGLY, YOU MUST HAVE A VALID U.S. MAILING ADDRESS IN ORDER TO RECEIVE ANY PRIZE IN THIS CONTEST.

5. WINNER NOTIFICATION; CLAIMING AND AWARDING OF PRIZE: Each weekly winner in this Contest will be announced on the Contest Website within approximately seven (7) days after the end of the applicable week. The grand prize winner will be announced on the Contest Website within approximately 15 (15) days after the end of the Contest.

Within approximately seven (7) days following the winner announcement, the applicable winner will be notified by Sponsor via e-mail (sent to the email address provided on the winner's entry form). To claim the prize, a winner must do the following within fifteen (15) days of receiving Sponsor's winner notification email:

- i. confirming receipt of Sponsor's notification via return email (which confirmation must be sent from the same email address to which the notice was sent); and
- ii. completing, signing and returning all the requisite documents identified in Sponsor's winner notification email (which may include, without limitation, a winner affidavit and release, and applicable IRS tax forms) (collectively, the "Winner Documents"), to **Radio Flyer, Inc., Attn.: Marketing, 6515 W. Grand Avenue, Chicago, Illinois 60707.**

Within approximately fifteen (15) days after Sponsor receives and verifies the Winner Documents, Sponsor will deliver the applicable prize to the winner-designated address, using such delivery method and carrier as selected by Sponsor. Notwithstanding the foregoing, if Sponsor determines that the Winner Documents as returned are incomplete, erroneous, or otherwise not in order, Sponsor may delay the delivery of the prize until correct and complete Winner Documents are received.

NOTE: If a winner cannot be contacted or fails to claim the prize or return the Winner Documents in complete and proper order within the specified time period, or if the prize is returned as undeliverable, or if a winner fails to comply with any of the provisions of these Official Rules, such winner will be deemed to have forfeited the prize. In such case, the prize will be awarded to an alternative winner as determined by the Judges in accordance with Section 3 of these Official Rules.

6. REPRESENTATIONS AND WARRANTIES: By entering this Contest, you represent and warrant as follows:

- i. All information provided by you in connection with this Content is truthful, current and accurate;
- ii. You meet the eligibility requirements set forth in Section 1 of these Official Rules;
- iii. All materials submitted by you as part of your submission are compliant with the content guidelines set forth in Section 2 of these Official Rules;
- iv. You are the rightful owner in all materials in your submission and have the right, power and authority to grant the rights, including but not limited to the rights in Section 7 herein,
- v. You have received permissions from any and all third parties in your submission necessary for the Sponsor to exercise the rights granted herein;
- vi. No material in your submission violates or infringes any copyright, trademark, trade secret, privacy, publicity or any other right of any third party; and

- vii. No material submitted by you as part of your submission contains any known computer virus, worm, Trojan horse, Easter egg, time bomb, cancelbot, spyware, malware or other similar programming code or data, malicious or benign, that may damage, interfere with, intercept, lock out, or expropriate any hardware, system, program, content, data, or personal information.

7. ADDITIONAL CONDITIONS OF PARTICIPATION: By entering this Contest, you acknowledge and agree that your participation in this Contest is expressly subject to the following additional terms and conditions:

- i. By entering this Contest, you expressly acknowledge and agree that: (1) the decisions of Sponsor and the Judges (as applicable) in this Contest are final and binding in all respects; (2) Sponsor has the right to reject and disqualify your entry for any reason, in its sole and absolute discretion, including, for example, if Sponsor determines that your entry fails to satisfy the requirements set forth in these Official Rules, or is inconsistent with the image, reputation or policies of Sponsor; and (3) Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision.
- ii. In consideration of the opportunity to participate in this Contest, you irrevocably and unconditionally grant to Sponsor and its partners and affiliates a ***non-exclusive, gratis, royalty-free, freely assignable and transferable, freely sublicensable, worldwide and perpetual*** right and license to:
 - (1) use, reproduce, publicly display, publicly perform, exhibit, transmit, stream, broadcast, publish, distribute, edit, modify, adapt, create derivative works based upon, and otherwise exploit (whether commercially or non-commercially) your submission in this Contest, in whole or in part, across all media now known or hereafter devised (including, without limitation, the Internet, mobile, digital, electronic, print, and broadcast media), for advertising, promotional, publicity, and any and all other business purposes of Sponsor and its partners and affiliates. You further waive and release any and all "moral rights" you may have in your submission; and
 - (2) use, reproduce, display and publish the name, likeness, voice, performance, and other elements of identity of each person (including you) to the extent mentioned, depicted, or otherwise identified in your submission, in connection with the use and exploitation of your submission by Sponsor and its partners and affiliates as described in (1) above;

in each case, WITHOUT any notice or compensation to you (except that if you are selected as a winner in this Contest, Sponsor will award the applicable prize set forth in Section 4 of these Official Rules).

You further acknowledge and agree that use of your submission will be at the sole and absolute discretion of Sponsor and its partners and affiliates and that Sponsor and its partners and affiliates will have no obligation to use your submission, in whole or in part, in any manner or for any purpose.

You shall have no right of approval of any use of the materials in your submission, no claim or right to any payment, royalty or other monetary compensation for use of any materials in your submission, and no claim (including, without limitation, claims based upon copyright infringement, invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or use in any composite form of the materials in your submission or your or your child's name, signature,

picture, or likeness. You agree not to contest the rights or authority granted to the Sponsor hereunder.

- iii. By entering this Contest, you acknowledge and consent to Sponsor's collection, use and retention of your personal information as provided in your entry for all purposes related to this Contest (including, without limitation, processing and administering entries, sharing information with third parties as necessary to conduct and operate this Contest, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing this Contest and the winning entries), as well as in accordance with Sponsor's Privacy Policy published at <http://www.radioflyer.com/privacy-policy/>. **Please review Sponsor's Privacy Policy before entering this Contest.** If you do not agree with anything stated in Sponsor's Privacy Policy, you should not participate in this Contest. By entering this Contest, you accept and agree to be bound by Sponsor's Privacy Policy.
- iv. By entering this Contest, you further acknowledge and agree that Sponsor and its partners and affiliates as well as all other persons and entities directly involved in the operation or administration (including the judging process) of this Contest shall not be responsible or liable for: (1) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected Entries; (2) any errors, omissions, misinformation, or misidentification in an Entry; (3) any dispute or claim arising from your participation in this Contest or your receipt, ownership, possession, use or consumption of any prize; (4) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; and/or (5) any damage to your or any other person's computer hardware, software or data that results from participation in this Contest or accessing, downloading or using any tools, files, data, software, or other materials in connection with this Contest.
- v. By entering this Contest, you agree to indemnify and hold harmless Sponsor and its partners and affiliates and their respective officers, directors, employees, agents and representatives from and against any and all third-party claims arising out of: (1) your breach or violation of any of the provisions of these Official Rules or any applicable law; and/or (2) your breach of any of the representations and warranties set forth in Section 6 of these Official Rules.
- vi. By entering this Contest, you forever release Sponsor and its partners and affiliates as well as all other persons and entities directly involved in the operation or administration (including the judging process) of this Contest, and their respective directors, officers, employees, agents and representatives (collectively, the "Released Parties") 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 relating to this Contest or any prize, 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.
- vii. Should you be selected as a winner in this Contest, you will be solely responsible for paying any and all applicable taxes based upon your receipt and/or use of the prize awarded in this Contest.

8. RESERVATION OF RIGHTS BY SPONSOR: If the Contest Website (or any portion thereof) becomes corrupted or otherwise malfunctions, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of the this Contest, Sponsor shall have the right, at its sole discretion, to disqualify any entrant implicated in

such action, and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. **CAUTION:** Any attempt to deliberately harm or damage the Contest Website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made Sponsor reserves the right to seek all remedies available at law and in equity.

9. GOVERNING LAW; JURISDICTION: These Official Rules are governed by and shall be construed in accordance with the laws of the State of Illinois (without giving effect to the conflicts of law provisions thereof) and the copyright law of the United States of America (as relating to copyright matters). By entering this Contest, you hereby submit to the exclusive venue and jurisdiction of the state and federal courts located in the State of Illinois for any legal action arising out or relating to this Contest.

10. CONTEST INFORMATION: To request a copy of these Official Rules, please send your request to littlestories@radioflyer.com or to **Radio Flyer, Inc., Attn.: Marketing, 6515 W. Grand Avenue, Chicago, Illinois 60707**. To learn the number of entries received each week and the weekly winners selected in this Contest, please visit the Contest Website after December 12, 2016, or send your request to littlestories@radioflyer.com or to **Radio Flyer, Inc., Attn.: Marketing, 6515 W. Grand Avenue, Chicago, Illinois 60707**, after January December 12, 2016.