

## **National Little Red Wagon Day “Wagons for Good” Charity Sweepstakes**

### **Official Rules**

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

The sweepstakes is sponsored by **Radio Flyer Inc., 6515 W. Grand Avenue, Chicago, Illinois 60707** (“Sponsor” or “we”). Participation in the sweepstakes is expressly subject to and governed by these Official Rules. By entering the sweepstakes, 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:** The sweepstakes is open to all legal residents of the United States of America (including Puerto Rico and its other territories and possessions) who have reached the age of majority in his or her state of residence at the time of entry. **IMPORTANT NOTE: ALL PRIZES IN THE SWEEPSTAKES ARE SHIPPED TO U.S. ADDRESSES ONLY. ACCORDINGLY, WINNER’S CHOICE OF CHARITY MUST HAVE A VALID U.S. MAILING ADDRESS IN ORDER TO RECEIVE ANY PRIZE IN THE SWEEPSTAKES.** Employees, agents and representatives of Sponsor and its prizing and promotional partners for the sweepstakes and all other persons and entities directly involved in the operation or administration of the sweepstakes, 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 the sweepstakes begins at **12:01 AM (Central Time) on March 28, 2018** and ends at **11:59 PM (Central Time) on April 18, 2018** (the “Sweepstakes Period”). Entries received outside the stated Sweepstakes Period will NOT be accepted. It is entirely your responsibility to observe time zone differences.

To enter the sweepstakes, you must do the following during the Sweepstakes Period:

- i. complete an online entry form at <http://www.radioflyer.com/content/node/add/story> (the “Sweepstakes Website”); and
- ii. submit along with your entry form, your personal “Wagons for Good” story about how you are currently using or have in the past used a Radio Flyer wagon product for acts of good (for example, [using a Radio Flyer wagon to collect items for a charity drive](#), [donating a Radio Flyer wagon to a charity organization](#), [using a Radio Flyer wagon to provide a higher quality life for others](#), etc.), 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 the sweepstakes.

**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 wagon 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 Sweepstakes Website.

**2.3** All submissions in the sweepstakes 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 the sweepstakes 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 the sweepstakes. 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 the sweepstakes if you fail to provide such proof as required by Sponsor.

**2.4 The sweepstakes 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 participant, however, duplicate entries will not be accepted and will be deemed void and automatically be disqualified.** Entry must be received within the specified Sweepstakes 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. SELECTION OF WINNER; ODDS OF WINNING:** From among all eligible entries received during the Sweepstakes Period, one (1) grand prize winner will be randomly selected in a drawing by Sponsor by April 25, 2018 (the "Drawing Date"). The odds of winning depend on the number of eligible and qualified entries received during the Sweepstakes Period. By entering the sweepstakes, you accept and agree to be bound by all decisions of Sponsor as final and binding.

4. **PRIZE:** The winner will receive a donation from Sponsor of one hundred (100) Radio Flyer wagons (Approximate Retail Value: \$10,000 – \$15,000) to be provided to one charity organization chosen by the winner (the "Grand Prize"). The wagon models will be chosen by Sponsor at the time of winner selection. The Grand Prize will be shipped directly to the charity organization chosen by the winner. Expect 1 to 2 weeks for delivery. No substitution of prize, including cash substitutions, will be permitted, except that Sponsor has the right in its sole discretion to substitute a prize of greater or equal value if the stated prize is not available. Prize is not transferable.

***IMPORTANT NOTE:*** ALL PRIZES IN THE SWEEPSTAKES ARE SHIPPED TO U.S. ADDRESS ONLY. ACCORDINGLY, WINNER’S CHOICE OF CHARITY MUST HAVE A VALID U.S. MAILING ADDRESS IN ORDER TO RECEIVE ANY PRIZE IN THE SWEEPSTAKES.

**5. WINNER NOTIFICATION; CLAIMING AND AWARDING OF PRIZE:** The winner in the sweepstakes will be announced on the Sweepstakes Website within approximately seven (7) days after Drawing Date.

Within approximately seven (7) days following the winner announcement, the 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, the winner must do the following within fourteen (14) 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 fourteen (14) days after Sponsor receives and verifies the Winner Documents, Sponsor will ship the prize directly to the charity organization chosen by the winner, 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, Sponsor reserves the right to conduct a new drawing to randomly select an alternative winner from the same entry pool.

**6. REPRESENTATIONS AND WARRANTIES:** By entering the sweepstakes, you represent and warrant as follows:

- i. All information provided by you in connection with the sweepstakes 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 the sweepstakes, you acknowledge and agree that your participation in the sweepstakes is expressly subject to the following additional terms and conditions:

- i. By entering the sweepstakes, you expressly acknowledge and agree that: (1) the decisions of Sponsor in the sweepstakes 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 the sweepstakes, 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 the sweepstakes, 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 the sweepstakes, 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 the sweepstakes, 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 the sweepstakes (including, without limitation, processing and administering entries, sharing information with third parties as necessary to conduct and operate the sweepstakes, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the sweepstakes 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 the sweepstakes.** If you do not agree with anything

stated in Sponsor's Privacy Policy, you should not participate in the sweepstakes. By entering the sweepstakes, you accept and agree to be bound by Sponsor's Privacy Policy.

- iv. By entering the sweepstakes, 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 winner selection process) of the sweepstakes 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 the sweepstakes 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 the sweepstakes or accessing, downloading or using any tools, files, data, software, or other materials in connection with the sweepstakes.
- v. By entering the sweepstakes, 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 the sweepstakes, 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 winner selection process) of the sweepstakes, 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 the sweepstakes 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 the sweepstakes, you will be solely responsible for paying any and all applicable taxes based upon your receipt and/or use of the prize awarded in the sweepstakes.

**8. RESERVATION OF RIGHTS BY SPONSOR:** If the Sweepstakes 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 sweepstakes, 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 the sweepstakes or any portion thereof. **CAUTION:** Any attempt to deliberately harm or damage the Sweepstakes Website or to undermine the legitimate operation of the sweepstakes 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 the sweepstakes, 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 the sweepstakes.

**10. SWEEPSTAKES INFORMATION:** To request a copy of these Official Rules, please send your request to [littlestories@radioflyer.com](mailto:littlestories@radioflyer.com) or to **Radio Flyer Inc., Attn.: Marketing, 6515 W. Grand Avenue, Chicago, Illinois 60707**. To learn the number of entries received and winner selected in the sweepstakes, please visit the Sweepstakes Website after May 9, 2018, or send your request to [littlestories@radioflyer.com](mailto:littlestories@radioflyer.com) or to **Radio Flyer Inc., Attn.: Marketing, 6515 W. Grand Avenue, Chicago, Illinois 60707** after May 9, 2018.