

Sweepstakes Official Rules & Regulations

Tesla Model S for Kids Social Media Giveaway Sweepstakes

1. **NO PURCHASE, PAYMENT OR SUBMISSION TO SALES PRESENTATIONS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Sponsor:** The Radio Flyer Tesla Model S for Kids Social Media Giveaway Sweepstakes (the “Sweepstakes”) is sponsored by Radio Flyer Inc. (the “Sponsor”).
3. **Official Rules:** These are the official rules (the “Official Rules”) for the Sweepstakes. By entering any of the Sweepstakes, entrants agree that they can be contacted by phone or email regarding the Sweepstakes, and to be bound by these Official Rules and all decisions of the Sponsor relating to the Sweepstakes, which shall be final and binding on entrants.
4. **Sweepstakes Period:** The Sweepstakes is a multiple day sweepstakes in which one (1) eligible entrant will be awarded a Tesla Model S for Kids (as described in more detail in Section 8 below). Sweepstakes will commence at 5:00 p.m. Central Standard Time (“CST”) on January 23, 2020 and end at 11:59 p.m. CST on January 27, 2020 (the “Sweepstakes Period”). All entries received during the Sweepstakes Period are eligible for the random drawing. Sponsor reserves the right to modify, extend, suspend or terminate the Sweepstakes in its sole discretion with or without cause. Sponsor’s computer is the official clock for the Sweepstakes.
5. **Eligibility:** The Sweepstakes is open to legal residents of the 50 United States of America and District of Columbia and Canada (excluding residents of the Province of Quebec) who are 18 years of age or older, or the age or majority in the jurisdiction in which they reside, whichever is older, at the time of entry. The Sweepstakes is not open to employees of Sponsor, or of its parent companies, affiliates, subsidiaries, and advertising or promotional agencies (collectively the “Sweepstakes Entities”), or to the immediate family members of, or to any persons domiciled with, any such employees. For purposes of the Sweepstakes, “immediate family members” include a participant’s spouse, children, siblings, parents, grandparents and grandchildren.
6. **How to enter:** NO PURCHASE NECESSARY TO ENTER OR WIN. Entrants will visit Sponsor’s Instagram page, follow @RadioFlyerInc on Instagram, and post a comment on a specific Instagram post. Entrants will automatically receive one Entry into the Sweepstakes by this method of Entry.

Entrants should first visit – <https://www.instagram.com/radioflyerinc>.

Instagram Entry: To enter via this method, you must have or create an Instagram account. Membership on Instagram is free. After you have established your Instagram account, locate @RadioFlyerInc Instagram page. You can become an Entrant by following @RadioFlyerInc on Instagram and @mention a friend in the comments under Sponsor’s Tesla Model S for Kids Giveaway Instagram news feed post, which will publish on January 23, 2020. The Provisional Winner may be required to show proof of being an authorized account holder. The authorized account holder is deemed to be the natural person who is assigned to an Instagram account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant’s Entry and that Entrant may be disqualified.

Entries may not contain, as determined by the Sponsor, in its sole discretion, any response or comment that:

- is sexually explicit or suggestive, violent, or derogatory of any ethnicity, race, gender, religion, profession, or age group, or is profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promotes any activities that may appear unsafe or dangerous, or promotes any particular political agenda or message;
- is obscene or offensive, or endorses any form of hate or hate group;
- defames, misrepresents, or contains disparaging remarks about other people or companies;
- contains copyrighted materials owned by others and used without permission;
- contains materials identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- and/or violates any law.

Instagram is not a sponsor, does not endorse, and is in no way affiliated with the Sweepstakes. All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor is not liable for entries that are lost, late, misdirected, incomplete, garbled, incompletely received, mutilated, or illegible, for any reason.

7. **Determination of the winner:** One (1) grand prize winner will be randomly selected from those eligible entries received during the Sweepstakes Period. A Provisional Winner will be selected on or about ten (10) days after the end of the drawing (the "Drawing Date"). The Provisional Winner will be notified by Instagram Direct Message and will need to provide a telephone number or email address in order to be contacted to confirm they are the winner. If the Provisional Winner does not respond within fourteen (14) days of the date appearing on the prize notification, or fails to comply with the instructions contained in the prize notification within that time period, Sponsor reserves the right to randomly choose an alternate winner from the pool of remaining eligible entries. The first eligible Provisional Winner that Sponsor successfully contacts in person by telephone or by email and who claims the Grand Prize in accordance with these Official Rules will be declared the final Winner. The Winner may waive the right to receive a prize. The return of any prize, Winner's affidavit/release or prize notification as undeliverable will result in disqualification, the forfeiture of all interest in the prize, and selection of a substitute Winner from among all remaining eligible entries. The Winner may be required to provide evidence of identity in connection with claiming the prize.
8. **Prize:** There will be one (1) grand prize awarded consisting of a Radio Flyer® Tesla Model S for Kids. The approximate retail value of the toy is \$599 to \$694. The prize is valid towards any color car body, standard or premium battery, black or silver wheels, and one license plate. Car cover, spare batteries and parking sign are not included in the prize. **The odds of winning the grand prize depend on the number of eligible entries entered into the random draw pool for the Sweepstakes Period.** The prize will be shipped at no cost to Winner to the address provided by Winner when Winner claims the Grand Prize. 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. Prizes are not transferable.
9. **Canadian Winner:** A Canadian Provisional Winner, in order to win and receive a prize, must first correctly answer, unaided and without mechanical or electronic assistance, a time-limited mathematical skill-testing question administered by mail or by telephone. Failure of a Canadian Provisional Winner to correctly answer the skill-testing question in the time allotted will result in disqualification and the forfeiture of his or her interest in the prize, and the random selection of a substitute Provisional Winner from among all remaining eligible entries. The Canadian Provisional Winner will be notified by phone or email. If the Canadian Provisional Winner does not respond within 14 days of the date appearing on the prize notification, or fails to comply with the instructions contained in the prize notification within that time period, Sponsor reserves the right to randomly choose an alternate winner from the pool of remaining eligible entries.

10. **Taxes:** Income and other taxes, if any, on the value of the prize are the sole responsibility of the Winner. If required by law, Sponsor will issue a Form 1099 to the Winner for the approximate retail value of the prize.
11. **Permissions/Release:** By accepting the prize, the Winner agrees that Sponsor may use Winner's name, photo, and likeness for editorial, advertising and publicity purposes, including, without limitation, posting on Sponsor's website, without further compensation, except where prohibited by law. By entering, each entrant agrees that the Sweepstakes Entities will not be liable for losses or injuries of any kind resulting from acceptance, possession, use, or misuse of prize(s); travel to and from any prize-related activity; participation in the Sweepstakes; printing, mailing or distribution errors; or any malfunctions of the telephone network, computer Internet system, computer dating mechanism, computer equipment, software, or any combination thereof; or for any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, postage-due, forged, illegible, inaudible, mutilated, mechanically duplicated, mass machine printed, or otherwise not in compliance with these Official Rules. Sweepstakes Entities are not responsible or liable for any injury or damage to any participant's or third person's computer and/or its contents, related to or resulting from entering or participating in this Sweepstakes. Winner acknowledges that Sponsor does not make any warranties, express or implied, relating to the prize itself and that Sponsor expressly disclaims the implied warranties of merchantability and fitness for a particular purpose or use.
12. **Affidavit:** Winner may be required to sign an affidavit of eligibility, a publicity release (where permitted by law), and a liability release which must be signed and returned within fourteen (14) days of the date on the prize notification or the prize will be forfeited and an alternate winner will be chosen.
13. **Additional Entrant Obligations:** Each entrant agrees that he/she shall not upload, post or transmit any materials to the Sponsor website which contain any computer viruses, Easter eggs, worms, Trojan horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
14. **Disqualification:** Sponsor reserves the right to disqualify any entrant found tampering with the entry process or with the operation of the Sweepstakes, who commits any fraud in relation to the Sweepstakes, or who violates these Official Rules. **Caution: any attempt by an entrant to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disqualification of such entrant. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorneys' fees) from any such participant to the fullest extent of the law, including criminal prosecution.**
15. **DISPUTES:** This Sweepstakes is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with this promotion, shall be governed by, and construed in accordance with, the laws of the United States and State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State of Illinois.
16. **Limitation of Liability:** BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED FIFTY US

DOLLARS (\$50.00 USD), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY. ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE ALL DAMAGES MULTIPLIED OR INCREASED.

17. **Winner Selection:** The winner of the Sweepstakes will be available for a period starting thirty (30) days after the Drawing Date until ninety (90) days after the Drawing Date. You can obtain the winner selection by sending a self-addressed stamped envelope to Radio Flyer Inc., Attn: Tesla Model S for Kids Social Media Giveaway, 6515 W. Grand Ave. Chicago, Illinois 60707. Residents of Vermont may omit return postage.
18. **The Sponsor:** Radio Flyer Inc., 6515 W. Grand Ave. Chicago, Illinois 60707.