

## Back to School 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 Back to School 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 daily sweepstakes in which one (1) eligible entrant will be awarded a prize consisting of a Radio Flyer product to be determined by Sponsor (as described in more detail in Section 8 below). Canada and Rhode Island will be excluded from the Sweepstakes on August 17<sup>th</sup> and August 31<sup>st</sup>. Sweepstakes will commence on August 11, 2022 and end at 11:59 p.m. CST on August 31, 2022. Each daily Sweepstakes is a separate sweepstakes in which all entries received on that day 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.
- 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:** You can enter in one of two ways. First, you can submit your entry at [www.radioflyer.com/backtoschool](http://www.radioflyer.com/backtoschool). Second, you can enter by mailing a request to enter, along with your name and address, to: Radio Flyer Inc., Back to School Giveaway Sweepstakes, 6515 W. Grand Avenue, Chicago, Illinois 60707. Submission must be received prior to the drawing date. Must specify the drawing date on the submission. Limit one (1) entry per person per day. An entry will be eligible for the drawing for the Sweepstakes date specified on the entry in which the entry was received by Sponsor. In the event of a dispute in connection with the identity of the individual who submitted an online entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified on the online entry form. The authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. 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 for each day will be randomly selected from those eligible entries received each day of the sweepstakes. A Provisional Winner for each day will be selected on or about ten (10) days after the end of the daily drawing (the "Drawing Date"). The Provisional Winner will be notified by phone or email. 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 for each day consisting of a Radio Flyer product. The approximate retail value of the toy is listed on radioflyer.com. **The odds of winning the grand prize depend on the number of eligible entries entered into the random draw pool for the Back to School Giveaway Sweepstakes period.** The prize will be shipped to the location listed in the Sweepstakes entry form. 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 for the Monthly Period in question. 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 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 and/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 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:** Each 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 attorney's fees) from any such participant to the fullest extent of the law, including criminal prosecution.**

15. **Limitation of Liability:** THE SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SWEEPSTAKES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. **Some jurisdictions do not allow limitations or exclusion of liability for incidental or consequential damages, and therefore this limitation of liability may not apply to you.**
16. **Winner's List:** A winner's list for the Back to School Giveaway 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 a winner's list by sending a self-addressed stamped envelope to Radio Flyer Inc., Back to School Giveaway, 6515 W. Grand Ave. Chicago, Illinois 60707. Residents of Vermont may omit return postage.
17. **The Sponsor:** Radio Flyer Inc., 6515 W. Grand Ave. Chicago, Illinois 60707.