



Hot Wheels™ Legends Tour Contest

OFFICIAL RULES

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
- THIS IS A SKILL-BASED CONTEST.
- VOID WHERE PROHIBITED BY LAW.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
- SPONSOR OBTAINS RIGHTS FROM GRAND PRIZE WINNER OF THIS CONTEST TO COMMERCIALY SELL A HOT WHEELS® CAR THAT IS IDENTICAL OR NEARLY IDENTICAL TO THE WINNER’S CUSTOM VEHICLE.
- REGISTER NOW, SPACE IS LIMITED! INDIVIDUALS WILL BE SELECTED TO PARTICIPATE IN LOCAL EVENTS IN SPONSOR’S SOLE DISCRETION. YOU WILL BE NOTIFIED IF YOUR CUSTOM CAR IS SELECTED TO PARTICIPATE IN A LOCAL EVENT.

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. Eligibility.** The Hot Wheels™ Legends Tour Contest (the “Contest”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) states in the United States or the District of Columbia and who are at least eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Mattel, Inc. (“Sponsor”, “us” or “we”), the ID Agency (“Administrator”), their parent companies, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively, the “Contest Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By entering or participating in the Contest, entrants agree to be bound by these “Official Rules” and the decisions of the Judges (defined below) and/or Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.

**2. Contest Period.** The Contest begins at 9:00 AM Pacific Time (“PT”) on April 28, 2018 and ends during SEMA in Las Vegas (taking place October 30, 2018-November 2, 2018) (“Contest Period”); provided, however, participation in the Contest, during the Contest Period, may only occur during the Events (defined below), with the April 28<sup>th</sup> event taking place from 9:00 a.m. to Noon local time and all other Events taking place from 8am – 11am local time in the Event Location described in the chart in Section 3 below.

**3. How to Participate.** As part of the Contest, Sponsor will host fifteen (15) separate custom car show competitions (each an “Event” and collectively the “Events”), taking place at the following locations and on the following dates:

Event Location	Event Date (local time)
Mattel Hot Wheels™ Headquarters	April 28, 2018 (9am – 12P Noon)

2031 East Mariposa Avenue, El Segundo, California	
Walmart Kansas City 7207 N. M1 HWY, Gladstone, Missouri	May 5, 2018 (8am – 11am)
Walmart New Jersey 1 Teterboro Landing Drive, Teterboro, New Jersey	May 19, 2018 (8am – 11am)
Walmart Arkansas 4208 Pleasant Crossing Blvd., Rogers, Arkansas	June 2, 2018 (8am – 11am)
Walmart Tennessee 7044 Charlotte Pike, Nashville Tennessee	June 9, 2018 (8am – 11am)
Walmart Georgia 98 Power Center Dr., Dawsonville, Georgia	June 30, 2018 (8am – 11am)
Walmart Illinois 7050 S. Cicero Ave., Bedford, Illinois	July 14, 2018 (8am – 11am)
Walmart North Carolina 11145 Bryton Town Center Drive, Huntersville, North Carolina	July 28, 2018 (8am – 11am)
Walmart Washington 2301 Freeway Dr., Mount Vernon, Washington	August 4, 2018 (8am – 11am)
Walmart Michigan 5851 Mercury Drive, Dearborn, Michigan	August 11, 2018 (8am – 11am)
Walmart Texas 5302 N. Garland Ave., Garland Texas	August 25, 2018 (8am – 11am)
Walmart Florida 8651 NW 13 <sup>th</sup> Terrace Doral, FL	September 8, 2018 (8am – 11am)
Walmart Arizona 2501 W. Happy Valley Road, Ste #34, Phoenix Arizona	September 22, 2018 (8am – 11am)
Walmart Virginia 24635 Dulles Landing Drive, Dulles, Virginia	October 6, 2018 (8am – 11am)
Walmart California 8500 Washington Blvd., Pico Rivera, California	October 20, 2018 (8am – 11am)

\*\*Sponsor reserves the right to change any Event location or time or otherwise completely cancel or reschedule an Event in its sole discretion.

There is no fee to enter or participate in the Event but in order to participate individuals must first apply online and be selected/invited by Sponsor to participate in an Event. To qualify to participate at an Event, you must personally own a customized road vehicle. Space is limited so if you want to participate you should apply to participate as soon as possible. To apply to participate in the Event, prior to the Event Date set forth in the chart above, visit the Contest website at <http://www.hotwheels.com/legends> (the “Contest Website”) or otherwise follow the call to action provided in any advertising for the Contest. The Contest Website will contain a description of the Contest and the official Event application form. Each entrant will be asked to submit an official Event application form, which may include, among other things, his/her full name, address (no P.O. Boxes), email address, date of birth and related application information as prompted. Additionally, entrants must submit a description of a customized vehicle in which they own which they will bring to the Event to showcase and answer a question about how their Hot Wheels® story contributed to their car build.

After submitting an application on the Contest Website for an Event Location (above), Administrator will confirm whether you have been selected to bring your custom vehicle to the Event to compete in the competition at the Event. If you receive a notice that you have been selected to participate, you will be required to bring your custom vehicle to the Event Location during the load-in time from 6:00 a.m.-7:00 a.m. local time (and/or as otherwise instructed by Administrator in the Event invitation you receive). Individuals who are selected to compete at an Event will need to leave their custom vehicle on display throughout the entirety of the Event so that the Judges can review and judge your customization. Individuals will solely be responsible for all costs and expenses for attending an Event and transporting their vehicle to the Event Location.

Limit of one (1) entry per person for the Contest. Those who do not follow all of the instructions, provide the required information in their Event application form, or abide by these Official Rules or other instructions of Sponsor may be

disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the entrant.

Vehicle customizations must comply with all specifications or requirements called for on the Contest Website and other advertising for the Contest. Except for materials that are in the public domain, each vehicle customization, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum. Except for materials in the public domain, customizations on vehicles must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials that infringe third party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification. Vehicle customizations must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, or (e) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).

**4. Determining the Event Location Winners.** During each Event, each custom vehicle on display at the Event will be reviewed by a team of judges (the "**Judges**") assembled by Sponsor, who will review and judge all eligible custom vehicle at the Event based on the following judging criteria (collectively, the "**Judging Criteria**"):

- a. The Hot Wheels® Story Behind Your Build: 20%
- b. Design: 20%
- b. Authenticity: 20%
- c. Garage Spirit: 20%; and
- d. Performance & Fun: 20%.

Based on the total score the Judges assign to each Submission using the Judging Criteria, one (1) winning custom vehicle will be ultimately selected by the Judges at each Event and each individual who owns the custom vehicle will be a potential "**Winner**", subject to confirmation that the potential Winner has met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Winner. There will be one (1) Winner for each Event.

**5. Event Winner Notification.** Each potential Event Winner will be notified in person at the end of the Event. The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. The potential Winners will be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "**Prize Acceptance Documents**") within two (2) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, the prizes will be forfeited and, at Sponsor's discretion, an alternate winner selected. Parents or legal guardians of a winner under the age of majority in his/her state of residence may be required to also sign the Prize Acceptance Documents in order for the Winner to be qualified to receive his/her prize. Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines a prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winners.

**6. Event Winner Prizes and Values.** Sponsor will be awarding each Winner, one (1) "**Trip Prize**" consisting of: (i) one (1) roundtrip economy/coach airline ticket for the Winner from a major commercial airport selected by Sponsor in its sole and absolute discretion to Las Vegas, Nevada to attend SEMA, taking place October 30, 2018 - November 2, 2018; (ii) a

three (3)-night hotel stay (one (1) standard room based on double occupancy) for the Winner in Las Vegas, Nevada, checking in October 30th, 2018 and checking out November 2nd, 2018; (iv) a VIP tour pass to attend SEMA (which show is not open to the public); and (v) \$125 Per Diem for meals and ground transportation and (vi) transportation of Winner's vehicle to/from SEMA for display at SEMA. Winner must have their vehicle displayed at SEMA or they forfeit their right to receive the Trip Prize. The total approximate value (ARV) for the Trip Prize is: \$5,150.00. Actual retail value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. All travel arrangements must be made through Sponsor's designee. Certain restrictions and blackout dates may apply. The Grand Prize Winner of the Trip Prize must travel as and when designated by Sponsor or the Trip Prize may be forfeited and an alternate Winner selected based on the process set forth above.

The Trip Prize Winner must possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the Trip Prize Winner to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Trip Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. Travel must be booked at least two (2) weeks prior to travel and all travel must be completed immediately before and after SEMA. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. The Trip Prize Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round-trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor's and prize providers' terms and conditions generally applicable thereto. If in the judgment of Sponsor air travel is not required due to Trip Prize Winner's proximity to Trip Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Trip Prize Winner.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to the Trip Prize Winner at the time of Trip Prize notification. Trip Prize Winner is responsible for obtaining travel insurance (and all other forms of insurance) at his/her option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Trip Prize Winner may be required to provide a credit card at the time of hotel check-in. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the Trip Prize Winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Trip Prize Winner's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Trip Prize Winner.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with his/her prizes, the Sponsor may elect, to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a winner (and/or his or her companion) engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winners will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prizes

will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prizes received. Unclaimed prizes will be forfeited. The total ARV of all of the Trip Prizes awarded in this Contest is \$77,250.

**7. SEMA Competition.** All Event Winners will be required to have their custom vehicle transported to SEMA and entered into the SEMA competition. During SEMA, Event Winners will have their custom vehicle judged by a new group of Judges who review each custom vehicle using the Judging Criteria. Based on the total score the Judges assign to each vehicle using the Judging Criteria, one (1) winning custom vehicle will be ultimately selected and each individual who owns the custom vehicle will be the potential “**Grand Prize Winner**”, subject to confirmation that the potential Grand Prize Winner has met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Grand Winner. There will be one (1) Grand Winner for the SEMA Competition.

The Grand Prize Winner of the SEMA competition will have their custom vehicle (“**Winning Vehicle**”) made into a Hot Wheels® die-cast toy car (subject to Sponsor’s sole discretion in all aspects of developing such a Hot Wheels® die-cast toy car, including whether and how to negotiate with the manufacturer of the original vehicle to make the toy car as modified) that will be commercially sold and distributed by Sponsor. If, in Sponsor’s sole discretion, Sponsor decides not to make the Winning Vehicle into a Hot Wheels® die-cast toy car, is unable to secure all necessary rights to do so, or decides to make modifications to the toy version of the Winning Vehicle, Grand Prize Winner shall have no right to approve or disapprove Sponsor’s decision(s) and will receive no additional compensation. As part of the development of the Grand Prize, each Event Winner irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the designs associated with their custom vehicle, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, including to sell and distribute a toy based thereon, throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to each Event Winner or any third party, except for the awarding of the prize to the Event Winners in this Contest. Without limiting the forgoing, Sponsor will have the right to use each Event Winner’s custom vehicle, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Each Event Winner hereby forever waives and relinquish all “moral rights (droit moral)” now or hereafter recognized in connection with each Event Winner’s custom vehicle. Each Event Winner agrees that Sponsor shall have the sole discretion in determining the extent and manner of use of the custom vehicle and are not obligated to use or sell any toy. Each Event Winner, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Each Event Winner agrees that they are not entitled to receive any compensation for having their custom vehicle sold as Hot Wheels car or other toy and waive any and all rights to receive any compensation other than for the awarding of the prize to each Event Winner.

**8. General Conditions.** Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants’ or to any other person’s computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor, may be disqualified and all associated entries voided, all in Sponsor’s sole judgment. Should any portion of the Contest be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion

to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. **CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. Release.** By participating in the Contest, entrant agrees to release, discharge and hold harmless the Contest Entities, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"), from and against any and all claims, liability, costs, losses, damages or injuries (including bodily injury or death) of any kind arising out of or related to entrant's participation in the Contest and/or related to any prize or prize component (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest or travel to/from Contest events; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest.

**10. Publicity Release.** Subject to applicable law, Winners irrevocably grant the Released Parties and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the Winners.

**11. Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

**12. Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California,

without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (C) 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 TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**13. Dispute Resolution.** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**14. No Obligation to Use.** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**15. Dates & Deadlines/Anticipated Number of Contestants.** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**16. Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then entrant agrees to sign the same upon Sponsor's request therefor.

**17. List of Contest Winners / Official Rules Requests.** To receive any legally required list of the Winners, send a stamped self-addressed envelope to: Hot Wheels™ Legends Tour Contest Winners List, id agency, 1375 E. 6th Street | Suite 3, Los Angeles, CA 90021 within sixty (60) days of expiration of the Entry Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Hot Wheels™ Legends Tour Contest Winners List, id agency, 1375 E. 6th street | Suite 3, Los Angeles, CA 90021 prior to the end of the Entry Period.

**18. Identification of Sponsor and Administrator.** This Contest is sponsored by: Mattel, Inc., 333 Continental Boulevard, El Segundo, CA 90245-5012 and administered by id agency, 1375 E. 6th Street | Suite 3, Los Angeles, CA 90021. Reference

to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

**19. Information Submitted.** As a condition of entering the Contest, entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, such as Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used by Sponsor and/or Administrator to communicate with entrants in relation to this Contest, and/or on a Contest Winner's list. Information submitted on the Contest Website, will be subject to Sponsor's Privacy Statement, available at <http://corporate.mattel.com/privacy-statement.aspx>.

**20. Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.