

## **CREATE MY CARE BEAR CONTEST OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER, ONLY 3 WILL WIN. VOID WHERE PROHIBITED.

### **1. Eligibility**

Create My Care Bear Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are between the ages 12 and under at the time of entry. Employees of Just Play ("Sponsor"), American Greetings Entertainment ("Licensor"), Arch Marketing Solutions, LLC ("Administrator"), and other companies associated with the promotion of the Contest (collectively, "Contest Entities"), and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Contest is sponsored by Just Play, located at 4850 T-Rex Avenue, Suite 100, Boca Raton, FL 33431 U.S.A

### **3. Agreement to Official Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

The Contest begins on September 01, 2017 and ends on December 31, 2017 (the "Contest Period"). All mail-in entries must be postmarked by December 31, 2017 and received by January 06, 2018. Entries that are submitted before or after the Contest Period will be disqualified.

### **5. How to Enter**

To enter the Contest, each participant must complete an Official Entry Form by:

- i) Visiting [www.CareBearsContest.com](http://www.CareBearsContest.com), selecting the Contest form link, downloading, and printing the official entry form ("Official Entry Form"),
- ii) Securing an Official Entry Form inside specially marked Care Bears packages available in select retail stores beginning September 1
- iii) Alternate Means of Entry: Submitting a Self Addressed Stamped Envelope (SASE) to Care Bears Contest, Official Entry Form, PO Box 9409, Saint Louis, MO 63117 to receive a blank Official Entry Form via mail. All requests must be received by December 15, 2017

Participants must include all of the following on any form:

- i) an original, previously unpublished Care Bear design hand-drawn by the participant using crayons and/or colored pencils only featuring the participant's own design of a single Care Bear. We cannot accept artwork done using plain black pencil or weak colored pencil, pens, paint or markers. (collectively, the "Drawing");
- ii) the original Care Bear's name
- iii) the qualifying participant's name and age
- iv) the participant's parent/legal guardian's name, email address, complete phone number including area code, and their signature to indicate that they have read the complete Official Rules and consent to their child's participation in this Contest and agree to accepting prize on the child's behalf should their child's entry be chosen.

By signing the Official Entry Form, parents grant permission for their children's artwork and first name to be put online, on packaging or used in promotional materials at the discretion of the Contest Entities.

All text must be legibly written in English in the space designated on the Official Entry Form.

Participants must mail the Official Entry Form including the required information (collectively, the "Submission") to:

Create My Care Bear Contest  
11500 West 90th Street  
Overland Park, Kansas 66214

- No other methods of entry will be accepted. No mechanical reproductions or facsimiles will be accepted. Entries received in violation of these Rules or false or deceptive acts or entries will render a participant ineligible.
- You may enter more than once; however, each entry must be different and must be mailed separately.
- Late entries will not be judged.
- Proof of Submission is not considered proof of delivery to, or receipt of, such entry. Contest Entities shall have no liability for any submission that is lost, intercepted, or not received for any reason.
- All entries become the property of Sponsor and will not be acknowledged or returned.

#### **5. Contest Drawing Requirements And Warranties**

The Drawing provided by each participant must:

- i) be an original, previously unpublished, design created by the participant,
- ii) not contain any personally identifiable information,
- iii) not represent a copy, modification, enhancement or alteration of a pre-existing work,
- iv) not be created or submitted by any individual under any obligation, contractual or employment based, to any individual or entity to provide these types of materials as a part of an exclusive obligation, first right of refusal, or other similar restriction, and
- v) in Sponsor's sole discretion, not include: any illegal, obscene, defamatory, libelous, offensive or other inappropriate content, or include any reference to a trademarked or copyrighted materials or infringe on such marks, or any materials that violate any of the policies of the Contest Entities.

Licensor reserves the right, in its sole discretion to disqualify any Submission at any time if it deems that the participant has not otherwise complied with these Official Rules.

By entering this Contest, each participant and his/her parent or legal guardian acknowledge and agree that the Contest Entities may create on their own, or obtain many Submissions under this Contest and that such Submissions may be similar or identical in theme, idea, format or other respects to others submitted under this Contest. By entering, they waive any and all claims participant and his/her parent or legal guardian may have had, may have, and/or may have in the future, that any Submissions and/or other works accepted, reviewed and/or used by other participants and/or the Contest Entities (or their designees) may be similar to participant's Submission.

#### **6. Use and Ownership of Contest Submissions**

The Licensor shall be the exclusive owner of the Drawing and the related Submission (except for participant's personal information), in whole and in part, and each participant and his/her parent or legal guardian hereby irrevocably assigns to each of the Contest Entities any and all rights in and to the Submission and irrevocably grants to each of the Contest Entities a perpetual,

irrevocable, worldwide, nonexclusive and royalty-free right and to use, exploit, edit, modify, reproduce, post, reuse, publish and re-publish, in whole or in part, edited or unedited, in composite or distorted in character or form, without restrictions as to changes or alterations, participant's Submission in any and all media now or hereafter known for art/illustration, promotion, programming, editorial, advertising, trade and any other purpose whatsoever, without compensation, attribution or further notification and/or consents (except only where prohibited by law), including without limitation, using the Drawing/Submission on-package, on-product, on-air and online.

Nothing in this Contest or the fulfillment of the prize shall create or be construed to create any employer-employee relationship between the participants and the Contest Entities.

Any personal information collected from participants as part of this Contest will be used only for purposes of administering and fulfilling the Contest.

## **7. Judging and Selection of Winners**

There will be three (3) prize winners selected as follows:

- i) Administrator, an independent judging agency, will review eligible Submissions received during the Entry Period and identify Qualified Entries, at Administrator's sole discretion based upon the eligibility requirements and Submission Criteria previously outlined in these Official Rules. Any entry that fails to comply with any contest rules will be disqualified in this process.
- ii) A panel of judges will review each of the Qualified Entries for the Second Round of judging, based on the following (collectively, the "Judging Criteria"):
  - (i) 25 points use of color;
  - (ii) 25 points originality;
  - (iii) 25 points clarity; and
  - (iv) 25 points originality of name
- iii) Ten (10) Finalists will be identified from the pool of Qualified Entries. Administrator reserves the right to select fewer than ten (10) Finalists if, in Administrator's sole discretion, Sponsor does not receive a sufficient number of eligible and qualified Submissions. These Finalists will be judged by representatives of Licensor (the "Finalist Judges") based on the Judging Criteria, as previously outlined, adding to the Submissions' total judging score. In the event of a tie, an additional "tie-breaking" judge will be selected to determine the Winners from among the tied entries based on the Judging Criteria.
- iv) On or around January 18, 2018, three (3) potential winners (Grand, Second and Third Prize, when verified by the Administrator as set forth below, the "Winners") will be notified.

To verify eligibility and status as potential Winners, all Finalists will be notified of their status by phone and/or mail and will receive an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited by law), and any other required documents (collectively, the "Winner Documents"). The potential Winners must submit fully completed Winner Documents signed by a parent or legal guardian and notarized, where noted, offline by mail or traceable courier as outlined in the supplied instructions, to Administrator. Administrator must receive the Winner Documents within five (5) days of date of the Correspondence (as specified in the supplied instructions).

If a potential Winner (i) cannot be contacted, (ii) fails to return the Winner Documents signed by his or her parent within the required time period, (iii) declines a prize, or (iv) fails to otherwise comply with any of the Official Rules as outlined herein, such potential Winner will be disqualified, the prize will be forfeited and the runner up will be selected as the potential Winner from among the remaining Finalists.

The decisions of Sponsor, Administrator and the Finalist Judges in all matters regarding this Contest are final and binding.

**8. Prizes**

- Grand Prize: One (1) Grand Prize Winner's Drawing depicted in his/her Submission will inspire creation of a new Care Bear. Grand Prize Winner will receive fully designed and produced physical version of the inspired Care Bear and the possibility their creation will appear at retail at Licensors discretion,, as well as Three Thousand, Five Hundred Dollars (\$3,500.00). Approximate Market Value "AMV": Three Thousand Dollars (\$3,500.00).
- Second Prize: One (1) Second Prize Winner will receive Two Thousand Dollars (\$2,000.00).
- Third Prize: One (1) Winner will receive One Thousand Dollars (\$1,000.00).

Approximate Market Value "AMV" of the Total Prize Pool: Six Thousand, Five Hundred Dollars (\$6,500.00).

Neither Sponsor nor Licensor, American Greetings Entertainment, can guarantee the exact timing or product on which the Grand Prize Winner's Submission will appear. Due to the nature of the production processes, Sponsor and Licensor reserve the right, in their sole discretion, to alter or edit the Winners' Drawings, in whole or in part, to appear on the product. Neither Licensor nor Sponsor are responsible for any factors beyond either of their respective reasonable control that may affect final appearance of Winner's Submission on a finished product.

All details of the prize not specified herein are at the sole discretion of Sponsor and Licensor. No substitution, assignment or transfer of prize or cash redemption permitted by Winners. Sponsor and/or Licensor reserve the right to substitute a prize of like value for any reason whatsoever. Winners and/or their parents/legal guardians will be responsible for the reporting and payment of all federal, state and local taxes (if any).

**9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, execute the judging from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the entry information website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, Licensor: American Greetings Entertainment, and each of their respective parents, subsidiaries,

affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due or misdirected mail, entries, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner and/or the production of the Grand Prize product, if applicable, or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ohio.

**12. Privacy**

Any personal information collected from participants as part of this Contest will be used only for purposes of administering and fulfilling the Contest.

**13. Official Rules and Winner List**

For a copy of these Official Rules, or to request the names of the winners send a self-addressed, stamped envelope to Create My Care Bear Contest Rules/Winner List PO Box 9409, Saint Louis, Missouri 63117-9409 (residents of VT need not include postage). All requests must be received by April 15, 2018.