

## Sweepstakes Official Rules & Regulations

### Choose Your Prize – Play & Fold Away Climber 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 Choose Your Prize – Play & Fold Away Climber 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 Play & Fold Away Climber of their choice (as described in more detail below). Sweepstakes will commence at 5:00 p.m. Central Standard Time (“CST”) on 2/17/2022, and end at 11:59 p.m. CST on 2/21/2022 (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. Void in any state or province not listed above and where prohibited by law, rule, or regulation. All federal, state and local laws and regulations apply.
6. **How to Enter: NO PURCHASE, PAYMENT OR SUBMISSION TO SALES PRESENTATIONS NECESSARY TO ENTER OR TO 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.

**For Instagram<sup>®</sup>, Entrants should first visit – <https://www.instagram.com/radioflyerinc>.**

Instagram Entry: Entrants may enter through Instagram. To enter, you must have or create a public Instagram account and a device that supports the Instagram app. After you have established your Instagram account, locate @RadioFlyerInc Instagram page during the Sweepstakes Period. You can become an Entrant by following @RadioFlyerInc on Instagram and @mention a friend in the comments under Sponsor’s Choose Your Prize – Play & Fold Away Climber Instagram news feed post, which will publish on 2/17/2022.

By entering via a third party social network site, you are authorizing Sponsor to access and utilize portions of your social network site information. Sponsor reserves the right, at any time and for any reason or for no reason, to

disassociate any person from its social media network page/following by any means then technically available to it (for example, "blocking" your account from liking or following Sponsor's account).

Entrant acknowledges that Sponsor cannot control certain factors relating to use of the Instagram platform, including, without limitation, errors, cancellation of accounts or technical malfunctions that may affect any Entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in the Sweepstakes. Multiple Entrants are not permitted to share the same email address or 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. Each potential winner may be required to show proof of being an authorized account holder. In the event of a dispute regarding the identity of a User, a person who can demonstrate the ability to log into the applicable account with the correct user name and password will be deemed the User who submitted the entry. Sponsor may message Entrant via Instagram direct message to obtain email address for verification. Instagram is not a sponsor, does not endorse, and is in no way affiliated with the Sweepstakes.

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.

**Limits:** There is a limit of 15 entries per Entrant for the entire Sweepstakes Period. All Entries become the property of Sponsor and will not be acknowledged or returned.

7. **Determination of the winner:** Sponsor will conduct one (1) random prize drawing from all eligible entries received during the Sweepstakes Period. One (1) grand prize winner will be randomly selected. 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. Non-winning entries will not carry forward to or be included in any subsequent sweepstakes or prize drawings of Sponsor.

8. **Prize:** There will be one (1) grand prize awarded consisting of a Radio Flyer® Play & Fold Away Climber. The retail value of the toy is \$179.99. **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.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY

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. The Winner is solely responsible for all taxes (federal, state and local of all applicable jurisdictions) and all expenses not listed herein related to acceptance and use 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 do not assume any responsibility for any disruption, including but not limited to the failure or interruption of Instagram or any internet service provider. 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. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions

of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed.

12. **Affidavit:** Winner may be required to sign an affidavit of eligibility, a publicity release (where permitted by law; TN residents need not sign the publicity releases), 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. Submission of the Entry, including any prize notification documents (“Entrant Data”), constitutes your consent for Sponsor to obtain, use, and transfer your name, address, and other details for Sweepstakes administration purposes. Any Entrant Data shall be used only in a manner consistent with the consent given by Entrants at the time of entry, with these Official Rules, and with Sponsor’s Online Privacy Policy, which can be found at <https://www.radioflyer.com/privacy-policy>.
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. To receive a list of winners of prizes, send a self-addressed stamped envelope to Radio Flyer Inc., Attn: Choose Your Prize – Play & Fold Away Climber 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.