

Joy Cone Little Tikes Giveaway Official Rules

NO PURCHASE NECESSARY. Giveaway begins Monday, April 01, 2019 and ends Saturday, August 31, 2019 at the times noted below. Each entrant must be at least 18 years of age and be a legal resident of one of the 50 United States. Employees, officers and directors of Joy Cone Co. (the "Sponsor") and MGA Entertainment, Inc., and each of their respective subsidiaries, parents and affiliates (all such individuals and entities collectively referred to herein as the "Promotion Entities") and advertising and promotion agencies (and members of their immediate family and/or those living in the same household of each such employee) are not eligible.

HOW TO ENTER.

No purchase necessary. A purchase will not improve the chances of winning.

To enter: Go to <http://www.joycone.com/content/contact-us> (the "Website") between Monday, April 01, 2019 at 12:00:00 am Eastern Time through Saturday, August 31, 2019 at 11:59:59 pm Eastern Time and complete and submit the **Giveaway** entry form. Entrants must fill in all the required information (first and last name, mailing address, city, state, zip code, email, comment (Little Tikes Giveaway) and phone) on the form before the entries are submitted. **Giveaway** must be selected in the **subject** drop down menu. We ask all winning participants to wait 1 month before participating in future Joy Cone giveaways.

All entries must be submitted no earlier than Monday, April 01, 2019 at 12:00:00 am Eastern Time and no later than Saturday, August 31, 2019, at 11:59:59 pm Eastern Time to be eligible to win. No purchase is necessary to claim prize. By entering in the Giveaway all participants agree to be bound by these Giveaway Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Giveaway.

For a printed copy of these Giveaway Official Rules, send a self-addressed stamped envelope to Joy Cone "Little Tikes" Giveaway Official Rules, **Joy Cone Co. Attn: Marketing Department 3435 Lamor Road, Hermitage, PA 16148.**

WINNER SELECTION/NOTIFICATION. Seven winners will be selected on or about September 30, 2019 in a random drawing from among all eligible entries received. Each giveaway sponsored by Joy Cone Co. is a different drawing that must be entered separately. In the event the Sponsor does not receive any eligible entries, the Sponsor has the right to cancel the Giveaway. The drawing will be conducted by Joy Cone Co., whose decisions are final. Odds of winning will depend upon the total number of eligible entries received. Winners will be notified via telephone, e-mail and/or by mail. Failure to respond to the initial notification, to provide a valid telephone number, valid e-mail address, or postal address, or to respond to a follow-up e-mail to claim a prize when required may result in disqualification and selection of an alternate winner if time allows. In the event of a dispute as to the identity of any entrant, the entrant is deemed the "Authorized Account Holder" of the e-mail address account at time the individual submitted an entry in the Giveaway.

PRIZE/ODDS. Seven prize winners will be randomly selected to receive The Little Tikes® Cook & Play Package. Approximate Retail Value of the seven prize packages combined is \$4,999. Each prize winner will receive one Little Tikes® 2 in 1 Food Truck, one Little Tikes® Cook N' Play Outdoor BBQ™, one Little Tikes® Easy Store™ Picnic Table, one Little Tikes® Garden Table and Chairs Set, one Little Tikes® Shop 'N Learn™ Breakfast, one Little Tikes® Shop 'N Learn™ Smart Lunch, one Little Tikes® Shop 'N Learn™ Smart Dinner, one Little Tikes® Shop 'N Learn™ Smart Cart, one Little Tikes® Shop 'N Learn™ Smart Checkout and one Little Tikes® Splish Splash Sink and Stove™.

CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION. By entering the Giveaway and voluntarily providing personal information including, but not limited to, first and last name, mailing address, city, state, zip code, email, and phone (the "Entrant Information"), each entrant grants permission to Sponsor for the collection and use of the Entrant

Information for the purpose of administering the Giveaway and selecting the winner. Visit Sponsor's Privacy Policy <http://www.joycone.com/content/contact-us>.

GENERAL. Each entrant agrees that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, for death or bodily injury, or direct, indirect, incidental, punitive or consequential damages, whether in contract, tort, product liability, or any other legal theory, due in whole or in part, directly or indirectly, to participation in the Giveaway or any Giveaway-related activity, or from the acceptance, receipt, possession and/or use or misuse of all or part of any prize by the prize winner or by any person to whom the prize winner may make all or part of the prize available, regardless of the cause of action on which they are based, even if advised of the possibility of such damages occurring, and (B) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to all or part of any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Some jurisdictions do not allow the limitations provided above or exclusions of liability for incidental or consequential damages, so the above may not apply to you. In addition, by participating in this Giveaway, entrants also grant Promotion Entities the right to use winner's name and likeness for publicity purposes without additional compensation to the extent allowed by law. Winners may be required to sign and return an affidavit of eligibility and/or other releases in the form provided by the Sponsor. If a prize is not claimed, it will be awarded to an alternate winner. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prizes. Sponsor is not responsible for electronic transmission errors or for technical malfunctions of any kind. If for any reason this Giveaway is not capable of running as planned, Sponsor reserves the right at its sole discretion to terminate or modify the Giveaway. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Giveaway or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Giveaway, or to annoy, abuse, threaten or harass any other person. This Giveaway is subject to all applicable laws and is void where prohibited.

By participating in the Giveaway, each entrant agrees to indemnify, defend, and hold harmless each of the Promotion Entities from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) participation in the Giveaway; and/or (ii) the acceptance, receipt, possession and/or use or misuse of all or part of any prize by the prize winner or by any person to whom the prize winner may make all or part of the prize available. Each entrant hereby releases all rights of such entrant, and of any person to whom such entrant may make all or part of any prize available, to bring any claim, action or proceeding against any Promotion Entity, and further covenants on behalf of such entrant and any such other person not to sue any Promotion Entity.

The Giveaway will be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. Any disputes, claims, and causes of action arising out of or in connection with the Giveaway will be resolved individually, without resort to any form of class action. Any action or litigation concerning the Giveaway shall take place exclusively in the federal or state courts sitting in Pennsylvania, and each entrant expressly consents to the jurisdiction of, and venue in, such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each entrant agrees to service of process by mail or other method acceptable under the laws of the Commonwealth of Pennsylvania.

All fees and expenses (including taxes) incidental to the receipt, redemption or use of any prize are the winner's responsibility. Each recipient of a prize is responsible for the reporting the prize and for the payment of all applicable federal, state and local taxes (including income taxes) on the prize and will hold the Promotion Entities harmless from liability for failure to report and/or pay such taxes in a timely manner. Prize winners may be sent an IRS Form 1099 in the event the retail value of a prize requires Sponsor to submit such form.

A winners list may be obtained by sending a self-addressed stamped envelope to: Joy Cone "Little Tikes" Giveaway Winners List, **Joy Cone Co. Attn: Marketing Department 3435 Lamor Road, Hermitage, PA 16148** within 60 days after the Giveaway's ending date.

Questions regarding this Giveaway may be sent to the Sponsor at the address below, Attn: Marketing Department.

SPONSOR: JOY CONE COMPANY. 3435 LAMOR ROAD, HERMITAGE, PA 16148.