

**“PLAYMONSTER MY FAIRY GARDEN® SWEEPSTAKES” - OFFICIAL RULES & REGULATIONS**  
**4.20.20**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET CONNECTION IS REQUIRED TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **SWEEPSTAKES DESCRIPTION:** THE “PLAYMONSTER MY FAIRY GARDEN® SWEEPSTAKES” (THE “SWEEPSTAKES”) IS GOVERNED BY THESE OFFICIAL RULES AND PROMOTES THE MY FAIRY GARDEN® TOYS (THE “TOYS”).
  
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States & the District of Columbia, thirteen (13) years old or older at the time of entry (the “Entrant”). An individual under the age of majority in his/her jurisdiction of legal residence, which is generally eighteen (18) years of age (a “Minor”) should have his or her parent’s or legal guardian’s permission before participating in the Sweepstakes. In all cases, where a Minor is an entrant or prize winner, entrant/prize winner/you/your refers to such Minor and the Minor’s parent or legal guardian acting on his/her behalf.

All employees of PlayMonster LLC (“Sponsor”) and its respective partners, parent companies, divisions, subsidiaries, affiliates, licensees, distributors, advertising, promotion and public relations agencies and their respective officers, directors, employees, agents, independent contractors, and representatives (collectively, the “Sweepstakes Entities”) or households of such (whether or not related), are not eligible to enter or win. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

3. **AGREEMENT TO RULES:** By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by messages to its official Facebook page [Facebook.com/PlayMonsterFun](https://www.facebook.com/PlayMonsterFun).

4. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on April 22, 2020 at 12:00 AM Central Time (“CT”) and ends on May 8, 2020 at 11:59 PM CT (the “Sweepstakes Period”). To be eligible, Entries must be received by May 8, 2020 at 11:59 PM CT. There will be situations where technical or other issues cause the Sweepstakes to be delayed or extended.
5. **HOW TO ENTER:** During the Sweepstakes Period, eligible Entrants (“you” and “your”) can enter the Sweepstakes online-only by posting a photo of your own “fairy garden” on Facebook with the tags @PlayMonsterFun and #MyFairyGarden.

If participating via mobile device, you understand and agree that wireless Internet access and other charges may apply. You are advised to review your wireless carrier’s rate plan BEFORE participating in the Sweepstakes via mobile device. Wireless Internet access is not available in all areas and not all mobile devices allow for wireless Internet access or are compatible with the Facebook app.

Automated or robotic entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Sponsor may remove and disqualify any Entries it deems in its sole and absolute discretion to contain obscene, profane, or questionable material or content. Final eligibility for the award of any Prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Sweepstakes Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes. **Note: Limit one (1) Entry per eligible person per Facebook account.**

6. **PRIZE:** Two (2) winners will receive a \$50 Target Gift Card by mail. The ARV of each Prize is \$50.00. **The total ARV for both Prizes in the Promotion is \$100.00 (USD).**

Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any Prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen Prize items. Unclaimed Prizes will not be awarded.

This Sweepstakes is open to legal residents of the United States of America and Prizes will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges

are the sole responsibility of the Prize winner. Failure to comply with the Official Rules will result in forfeiture of the Prize.

7. **WINNER SELECTION:** At the completion of the Sweepstakes Period, on or about the "Drawing Date" of May 11, 2020, at 1400 E. Inman Parkway, Beloit, WI 53511, the Sponsor will select two (2) potential Prize winners in a random drawing from among all eligible Entries received during the respective Sweepstakes Period. In the event a potential Prize winner is under the age of majority in his or her jurisdiction of residence, the Prize will be awarded in the name of the Entrant's parent or legal guardian. Winner is subject to verification, including verification of age. Sponsor's decisions are final and binding in all respects. **Odds of winning will vary and depend on the number of eligible Entries received.**
8. **WINNER NOTIFICATION:** Winners will be notified by Facebook message within one (1) week after their selection. Potential winners must accept the Prize as directed by Sponsor within one (1) week of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive Facebook account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any Facebook account. Any Prize correspondence not responded to or returned as undeliverable may result in Prize forfeiture. The potential Prize winner may be required to sign a publicity release. No substitution or transfer of a Prize is permitted except by Sponsor.
9. **PRIVACY:** Any personal information supplied by you will be subject to the privacy policy of the Sponsor which can be found at <https://www.playmonster.com/privacy-policy/>. By entering the Sweepstakes, you grant Sponsor permission to share any personally identifiable information you provided with the other Sweepstakes Entities for the purpose of administration and Prize fulfillment, including use in a publicly available winners list.
10. **LIMITATION OF LIABILITY:** Sponsor, the Sweepstakes Entities, Target Brands, Inc. ("Target"), Facebook, Inc. ("Facebook") and any and all Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, parent corporations, retailers and advertising and promotion agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Released Parties") are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer, tablet, or mobile phone equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer, tablet or mobile device relating to or resulting from participation in the Sweepstakes; use or misuse of the Prize, including without limitation, personal injury, death and property damage; inability to access any website or application; theft, tampering, destruction, or

unauthorized access to, or alteration of, Entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website or app or for any other reason whatsoever; typographical, printing or other errors; any mail correspondence which is late, lost, incomplete, misdirected, stolen, mutilated, illegible, or postage due or any combination thereof. Proof of attempting to submit an Entry is not considered proof of delivery or receipt. Illegible and incomplete Entries will be disqualified. All Entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Entries or acts shall render Entrants ineligible. By entering the Sweepstakes, Entrants affirm that they have read and accepted these Official Rules.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and Prize awards, and Sponsor reserves the right to award any remaining Prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. The Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

11. **GOVERNING LAW/DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of Wisconsin. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts for Rock County, Wisconsin, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

As a condition of participating, participants agree (and agree to confirm in writing), to the extent permitted by law: (a) that under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Sweepstakes, or Prize awarded, shall be resolved individually, without resort to any form of class action; (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event will attorneys' fees be awarded or recoverable and (d) Entrant irrevocably waives any right to seek injunctive or equitable

relief. **Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to you.**

12. **PUBLICITY:** By participating in the Sweepstakes, Entrants automatically confer on Sponsor an irrevocable, non-exclusive, perpetual, royalty-free worldwide, fully paid-up, assignable license to use his or her name, social media name, photograph, likeness, statements, city and state address, and to use, reproduce, display, modify and create derivative works of all or any portion of the Entry for publicity and promotional purposes in all media, including, without limitation, in perpetuity, without further notice, approval, or any compensation (except to the extent prohibited by law) and agree to execute specific consent to such use upon request. Entrant further agrees, upon Sponsor's request and without compensation, to use best efforts to assist Sponsor in obtaining a similar grant of rights from other persons (if any) included in your Entry.
13. **SOCIAL NETWORK DISCLAIMER:** A Facebook account is required to enter. If you don't already have a Facebook account, visit [www.facebook.com](http://www.facebook.com) to create one. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. By participating via the Facebook platform, participants are also subject to Facebook's data policy and terms of use which can be found at <https://www.facebook.com/about/privacy> and <https://www.facebook.com/legal/terms/update>.
14. **PRIZE DISCLAIMER:** The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Target Brands Inc.
15. **SPONSOR:** PlayMonster LLC, 1400 E. Inman Parkway, Beloit, WI 53511

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**//END OFFICIAL RULES//**