

Official Rules:

“PlayMonster® Snap Ships™ Sweepstakes”

Official Rules and Regulations

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

1. Sweepstakes Description: THE “PLAYMONSTER® SNAP SHIPS™ SWEEPSTAKES” (THE “SWEEPSTAKES”) IS GOVERNED BY THESE OFFICIAL RULES AND PROMOTES THE SNAP SHIPS™ TOY LINE (THE “TOYS”).

2. Eligibility: The Sweepstakes is only open to legal residents of the fifty (50) United States of America and the District of Columbia, thirteen (13) years of age 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.

Employees of PlayMonster (“Sponsor”), Snap Ships LLC, and their affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively, the “Sweepstakes Entities”), and immediate family members and/or those living in the same household of such individuals are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

3. Agreement to Rules: By participating in the Sweepstakes, the Entrant or “You” agree to be fully and unconditionally bound by these Official Rules and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the Sweepstakes in all respects. By holding an account with Facebook and/or Instagram, You are bound by the terms and conditions associated with each respective platform. 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 or its official Instagram page: Instagram.com/PlayMonsterFun.

4. Sweepstakes Period: The Sweepstakes starts at 12:00:00 AM (Pacific Time) PST on July 22, 2020 and ends at 11:59:59 PM PST on August 8, 2020 the (“Sweepstakes Period”).

5. How to Enter: During the Sweepstakes Period, eligible Entrants can enter the Sweepstakes online-only by:

a) Posting an image of your Snap Ships design (either photo of Your actual Snap Ships product configured in Your most creative way or a hand drawn picture of Your original Snap Ships design, either being the “Design”) on Your Instagram, and/or Facebook social platform(s), (the “Social Platforms”), accompanied by caption “This is how I #BuildToBattle” and the tag @SnapShips by August 8, 2020 at 11:59:59 PM PST with Your social handle; and

b) Following @SnapShips on the Social Platform to which you posted (Instagram.com/SnapShips and/or Facebook.com/SnapShips) if You are not already following.

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 Instagram and/or Facebook Social Platform app(s).

By entering this Sweepstakes, You represent and warrant that your Entry with Design is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights. If your Entry or Design infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Sponsor. If the content of your Entry or Design is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

You grant to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, exhibit,

reproduce and/or otherwise exploit the Entry and Design, including display on Sponsor's social media, website or app, without further notice or any compensation to you. You further waive any "Droit Moral," "Moral Rights of Authors" or similar natural rights of ownership you may have in the Entry and Design and agree, upon the request of Sponsor and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this section.

You further understand and agree that (a) Sponsor has wide access to ideas, stories and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/literary/artistic materials/configurations and product designs may be competitive with, similar to, or even identical to the submitted Design or Entry and that Sponsor shall have no liability to you or any third party in conjunction therewith; and (b) Sponsor does not have any duty of confidentiality or other fiduciary duty to you relative to your Design or Entry.

By successfully completing the foregoing, and subject to the limitations detailed herein, you will receive one (1) Entry into the Sweepstakes for each Social Platform on which you posted the Design. 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. Sponsor's database clock will be the official timekeeper for this Sweepstakes. **Limit: Each Entrant may enter up to twenty (20) Designs during the Promotion Period. Each Design may be entered only one (1) time on each Social Platform.**

6. Prizes: Two (2) Grand Prize winner(s) will receive the entire "fleet" of Snap Ships (ARV \$179.90 USD) consisting of one (1) each of the following:

- Snap Ships™ Lance SV-51
- Snap Ships™ Locust K.L.A.W. Stealth Craft
- Snap Ships™ Sawfly K.L.A.W. Minelayer
- Snap Ships™ Scythe AV-19 Tank
- Snap Ships™ Sabre X-23 Interceptor
- Snap Ships™ Scarab K.L.A.W. Interceptor
- Snap Ships™ Scorpion K.L.A.W. Troop Dropper
- Snap Ships™ Battle Set: Wasp K.L.A.W. Heavy Fighter and Falx SC-41 Escort
- Snap Ships™ Gladius AC-75 Drop Ship
- Snap Ships™ Trident ST-33 Gunship (Target Exclusive)

No cash or other Prize substitution shall be permitted except at Sponsor's sole discretion. The Prize is non-transferable. 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 may 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. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Prize winner.

7. Odds: The odds of winning will vary and depend on the number of eligible Entries received on each Social Platform.

8. Winner Selection and Notification: At the completion of the Sweepstakes Period, on or about August 10, 2020, Sponsor will select one (1) potential Grand Prize winner in a random drawing from among all eligible Entries received on each Social Platform during the Sweepstakes Period, for a total of two (2) potential Grand Prize winners (One (1) from Facebook Entries and One (1) from Instagram Entries). In the event a potential Grand Prize winner is under the age of majority in his or her jurisdiction of residence, the Grand 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. The potential Grand Prize winners will be notified on or about August 10, 2020 via Snap Ships' Instagram and Facebook page, respectively. Sponsor shall have no liability for potential winner's failure to receive notification for any reason, including spam, junk e-mail or security settings, or any other technical difficulty, or incorrect or otherwise non-functioning contact information or failure to adequately monitor any Social Platform. If a potential winner cannot be contacted, is ineligible, fails to claim the prize by 11:59 PM PST on August 17, 2020 or fails to timely return a completed and executed declaration of eligibility, release of liability and publicity release where permitted by law, the Grand Prize may be forfeited and an alternate potential winner may be selected from remaining eligible entries on the applicable Social Platform. Receipt by winner of the Prize offered in this Sweepstakes is conditioned upon acceptance of these Official Rules and upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES

BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AND FORFEITURE OF PRIZE.

9. 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, photograph, likeness, statements, biographical information, city and state address, and to use, reproduce, display, modify and create derivative works of all or any portion of the Design/Entry for advertising, publicity and promotional purposes in all media, including, without limitation, within the Snap Ships app and on playmonster.com in perpetuity, without further notice, approval, attribution, or any compensation (except to the extent prohibited by law) and agree to execute specific consent to such use upon request.

10. Terms & Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Sponsor may select the potential winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or violates these Official Rules. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: You acknowledge that comments that You disagree with or are unhappy about may be published or otherwise become associated with any Entry that You submit. By submitting an Entry, You waive any privacy expectations that You might have with respect to the Entry or any personal information provided. By entering, You agree to release and hold harmless Sponsor, the Sweepstakes Entities, the Social Platforms and any and all Internet server(s) and access provider(s) and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors, (collectively the "Released Parties") from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network,

hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of Entries. Proof of attempting to submit an Entry is not considered proof of delivery or receipt. Entries will not be acknowledged or returned and become the sole and exclusive property of Sponsor.

12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, You agree (and agree to confirm in writing) that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Rock County, Wisconsin having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and You hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Your actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). You further waive all rights to injunctive relief and have damages multiplied or increased. **Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to You.**

13. Miscellaneous: If any provision of the Official Rules or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of the Official Rules, it being the intent and agreement of the parties that the Official Rules shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to give effect to Sponsor's intent. 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

14. Sponsor/Social Platform Disclaimer: The Sweepstakes is sponsored by

PlayMonster LLC, 1400 E. Inman Parkway, Beloit, WI 53511 and is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. You understand that You are providing your information to the Sponsor (with use subject to the privacy policy found at: <https://www.playmonster.com/privacy-policy/>) and not to Facebook or Instagram. By participating via one (1) or more of the Social Platforms, You are also subject to that Social Platform's data policy and terms of use which may be found on each Social Platform's homepage.

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