

**Nerf Ultra Competition**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**PROMOTION DESCRIPTION:** The Nerf Ultra Competition (the "**Contest**") begins on or about December 12, 2019 at 12 p.m. Pacific Time ("**PT**") and ends on December 25, 2019 at 10 p.m. PT (the "**Promotion Period**"). After the Promotion Period, the Contest includes an Ultra Championship Round taking place on January 4, 2020 from 9:00 a.m. to 9:00 pm PT ("**Championship Period**"). During the Promotion Period, entrants will compete in the Blaster Run qualifying nerf challenge course (the "**Qualifying Round**"). There are two age brackets: eight (8) to fourteen (14) years old and fifteen (15) years old and older (each an "**Age Bracket**"). The top fifteen (15) finishers from each Age Bracket in the Qualifying Round will advance to be able to compete in the Ultra Championship Round to determine the grand prize winner for each Age Bracket. By participating in the Contest, each entrant, (and if the entrant is under the age of majority in his or her state of residence (a "**minor**") such minor's parent or legal guardian), unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Kilburn Media, 11333 Iowa Avenue, Los Angeles, CA 90025 ("**Sponsor**"), which shall be final and binding in all respects. This Contest is in no way sponsored, endorsed or administered by, or associated with, Hasbro, Inc.

**ELIGIBILITY:** Only legal residents of the 50 United States and the District of Columbia who are eight (8) years of age or older at the time of entry and who are present at the Nerf Challenge held at LA Live in Los Angeles, California (the "**Event**") are eligible to enter. Minors must get their parent or legal guardian's permission to enter. Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities collectively referred to herein as the "**Promotion Entities**"), and each of their immediate family members and/or those residing in the same household of each are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

**HOW TO ENTER:** Visit the Event during the Promotion Period and sign up for the Qualifying Round for your Age Bracket. Note that there is limited capacity for total number of entrants each day, so entry is first come first served and as available. All entrants (and any minor entrant's or winner's parent or legal guardian), must complete a waiver form prior to competing. To enter, complete the Blaster Run course in the allotted time.

**GENERAL CONDITIONS OF ENTRY:** Sponsor reserves the right to refuse service to any potential entrant in its sole and absolute discretion. If a Nerf Ultra Blaster breaks down while any entrant is competing, the score to that point will be deleted and the entrant must start the course again with a new score. In any other situation, entrants will not be permitted to re-start the course once the timer starts. Entry must be made during the Promotion Period to be entered into the Contest. Sponsor is the official timekeeper for the Contest. All entry information and materials become the property of Sponsor and will not be acknowledged or returned. Proof of providing information to Sponsor is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in

connection with the Contest will be used in accordance with Sponsor's online privacy policy, located at <https://www.nerfchallenge.com/privacy-policy/>. Any communication or information transmitted to Sponsor by e-mail or otherwise is and will be treated as non-confidential and non-proprietary.

Entry must be made by the entrant. Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by human or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. The Sponsor shall not be responsible for any entry made that is inconsistent with the eligibility requirements of each Age Bracket, and will retain the right to verify all personal information provided during the Promotion Period prior to the Championship Period. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to or alteration of entries.

**WINNER SELECTION:** The top fifteen (15) finishers in each Age Bracket during the Qualifying Round will advance to the Ultra Championship Round. The top finisher in each Age Bracket at the Ultra Championship Round will be a grand prize winner. Entrants must be available to compete at the Event during the Championship Period or they will not be eligible to compete and earn a prize. No transportation or accommodations are provided.

The Blaster Run course is a timed target-shooting game with a limited number of Nerf darts. The Ultra Championship Round course may be different or the same as the Qualifying Round course. The entrant hits a button to start the clock, picks up their Nerf Ultra Blaster and moves through the course. Either time runs out, or their darts run out and the entrant hits a button again to stop the clock. An entrant's standing is determined by the number of targets they hit. If there is a tie, the entrant with the faster time is ranked higher. For example, if Person A hits 16 targets and finishes in :23.00 seconds, and Person B hits 22 targets and finishes in :28.73 seconds, Person B wins over Person A because of the greater number of targets hit. If Person C also hits 22 targets and finishes in :27.50 seconds, Person C wins over Person B because of the faster time.

**PRIZE:** One (1) grand prize is available for each Age Bracket for a total of two (2) grand prizes. The grand prize is five thousand dollars (\$5,000).

**GENERAL PRIZE CONDITIONS:** No substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. The potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent

or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the winner may be disqualified and an alternate winner may be selected.

**THE PRIZE WINNER SHALL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND/OR LOCAL TAXES, AND THE REPORTING CONSEQUENCES THEREOF, AND FOR ANY OTHER FEES OR COSTS ASSOCIATED WITH THE APPLICABLE PRIZE. THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest (and any minor entrant's or winner's parent or legal guardian), each entrant (and any minor entrant's parent or legal guardian) irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information, and statements in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Sponsor's website or the Contest or other promotions, and hereby release the Promotion Entities from any liability with respect thereto.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants (and any minor entrant's parent or legal guardian) agree that the Promotion Entities and Hasbro, Inc. (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, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing any website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. 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 Contest, 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 Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to

modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS CONTEST, EACH ENTRANT (AND ANY MINOR ENTRANT'S PARENT OR LEGAL GUARDIAN) AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTEST SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN LOS ANGELES COUNTY, CALIFORNIA.

**ARBITRATION PROVISION:** By participating in this Contest, entrant agrees that any and all disputes entrant may have with, or claims entrant may have against the Promotion Entities and Hasbro, Inc. relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate (a "**Claim**"), will be resolved exclusively by final and binding

arbitration in accordance with the Rules of the American Arbitration Association (“**AAA Rules**”). The arbitration will be heard and determined by a single arbitrator. The arbitration shall be held in Los Angeles County, California. The arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules. The arbitrator’s decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may be required by applicable law.

If entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude entrant from seeking action by federal, state, or local government agencies. Entrant and Sponsor also have the right to bring qualifying claims in small claims court. In addition, entrant and Sponsor retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Official Rules.

Neither entrant nor Sponsor may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only entrant and/or Sponsor’s individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. This Section of these Official Rules will survive the termination of your relationship with Sponsor.

**WINNER’S LIST/OFFICIAL RULES:** To obtain a copy of these official rules and any legally-required winners list (after conclusion of the Contest), send a self-addressed stamped envelope to: Kilburn Media, 11333 Iowa Avenue, Los Angeles, CA 90025. Please specify "winners list" or "Official Rules" and the name of the Contest in your request.