

THE 12 DAYS OF TOMY MAGIC SWEEPSTAKES (DAY 4)

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY:** The 12 Days of TOMY Magic Day 4 (the “Sweepstakes”) is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees of TOMY International, Inc. or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited by law.
2. **NO PURCHASE NECESSARY:** A PURCHASE WILL NOT IMPROVE ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.
3. **SPONSOR:** The Sweepstakes is sponsored by TOMY International, Inc. with an address of 2021 9th Street SE, Dyersville, Iowa 52040 (the “Sponsor”).
4. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Participation in this Sweepstakes is subject to the Privacy Policy which may be viewed at www.tomy.com/privacy-policy. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **ENTRY PERIOD:** The Sweepstakes begins on December 1, 2022 at 8:00 a.m. CST and ends on December 1, 2022 at 11:59 p.m. CST (the “Entry Period”). Entries submitted prior to or after the Entry Periods will be disqualified.
6. **ENTRY:** Each person must “like” and tag two (2) friends in the comment section on the corresponding Instagram post featuring the “12 Days of TOMY Magic Day 4 Sweepstakes” to be entered to win one (1) Build-a-Johnny Tractor and one (1) John Deere Kids 70-Piece Puzzle. Limit one (1) entry per person. Additional entries will be disregarded. Your odds of winning will be based on the number of eligible entries you submit and the total number of eligible entries received. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will also be void.
7. **DRAWING:** On or about December 2, 2022, the Sponsor will select the name of the potential winners in a random drawing of all entries received. The odds of being selected depend on the number of eligible entries received. The Sponsor will attempt to notify the potential winners within seven (7) days of the drawing. In the event that the potential winners are unable to be contacted within seven (7) days of the drawing, a subsequent random drawing of all entries received will be conducted.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, the potential winners may be required to complete and return an affidavit of eligibility and liability/publicity

release (the “Affidavit/Release”) within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received.

9. **PRIZES:** There is one (1) prize package available. One (1) winner will win one (1) Build-a-Johnny Tractor and one (1) John Deere Kids 70-Piece Puzzle. The total approximate retail value of this prize package is \$35.98. No Sponsor giving prizes may be held responsible if inventory is low. Shipping parameters may vary. If the prize is undeliverable to the address provided by the potential winner, a subsequent random drawing of all entries received will be conducted. Prizes are not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and all other costs and expenses not listed above. If any winner does not claim the prize within seven (7) days of being contacted, another winner will be selected.
10. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The “authorized account holder” is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address.
11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, its related companies, John Deere and its related companies, YouTube, Meta, Facebook, Instagram, TikTok, Twitter, LinkedIn, Vimeo and Google Plus and their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property

which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. John Deere and its related companies, YouTube, Meta, Facebook, Instagram, TikTok, Twitter, , LinkedIn, Vimeo, and Google Plus are not Sponsors, co-sponsors or administrators of this Sweepstakes, but you agree to comply with each of their respective rules and/or terms of service, as applicable in connection with your participation herein.

12. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Illinois.
13. **SWEEPSTAKES RESULTS:** To receive a list of the names of the winners, send a self-addressed, stamped envelope to ATTN: Marketing Communications Department, TOMY International, Inc., 2015 Spring Rd, Suite 700, Oak Brook, IL 60523. Requests must be postmarked by December 16, 2022. Any requests postmarked later than December 16, 2022 shall be disregarded.
14. **NON-AFFILIATION DISCLAIMER:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any social media site. In addition, this Sweepstakes is not in any way affiliated with, or endorsed by John Deere.