



THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING ALL U.S. TERRITORIES AND POSSESSIONS EXCEPT PUERTO RICO) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO THE APPLICABLE FEDERAL AND STATE LAWS OF THE UNITED STATES AND AMERICAN ENGLISH. YOU MUST BE 18 YEARS OF AGE OR OLDER AND THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER.

THIS OFFER MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.

Toys“R”Us Win \$500 Survey Sweepstakes (the “Sweepstakes”)
Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1 The Toys ‘R’ Us Win \$500 Survey Sweepstakes “Sweepstakes Period” begins at 12:00:01 am Eastern Time (“ET”) October 18, 2016 (the “Sweepstakes–Start”) and ends 11:59:59 pm, ET, January 31, 2017 (the “Sweepstakes–End”). Sponsor’s computer clock governs time.
- 2 **Sponsor:** The Sweepstakes is sponsored by Toys”R”Us, Inc., 1 Geoffrey Way, Wayne, NJ, 07470 United States (the “Sponsor”) and administered by TMACO, LLC d/b/a The Marketing Agency (“Administrator”), 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 (the “Administrator”).
- 3 **Eligibility:** **The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico (excluding all other US. territories and possessions) who are 18 years of age or older and the age of majority in their state of residence at the time of entry.** Employees, officers, directors, agents, representatives and their immediate families (including spouse, parents, children, siblings, and each of their spouses regardless where they live) and members of households of Sponsor, Medallia, Inc., and the Administrator, their respective parent companies, subsidiaries and anyone connected with the production or distribution of the survey or the Sweepstakes, as these designations might apply (collectively the “Sweepstakes Entities”) are not eligible to enter or be awarded a prize.
- 4 **How to Enter:** There are several ways to enter:
 - a) If an email address was collected at a participating Toys”R”Us store and you were sent an email inviting you to take a survey, click through the URL link provided;
 - b) If you receive a purchase receipt at a Toys “R” Us store with an invitation to complete a survey click through the URL link provided;
 - c) You may enter the Sweepstakes by completing the online Toys”R”Us Consumer survey. To take the survey and enter the Sweepstakes, go to feedback.toysrus.com or eventfeedback.toysrus.com

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- d) To enter the Sweepstakes without completing a survey, clearly hand-print your first and last name, your ZIP Code and a working, valid email address for which you are the authorized user, on a piece of paper and mail it in a #10, business envelope with first class postage to: Toys 'R' Us Win \$500" Survey Sweepstakes #1, c/o The Marketing Agency, PO Box 11919, Fort Lauderdale, FL 33339-1919 postmarked by January 31, 2017 and received up to seven (7) days later. You will receive one (1) entry. Each entry must be in a separate envelope with first class postage.

MAXIMUM 20 ENTRIES COMBINED – REGARDLESS OF THE METHOD OF ENTRY.

In all cases, follow the instructions for completion of the survey and entry into the Sweepstakes. You must explicitly elect to enter the Sweepstakes as your completion of the survey does not automatically enter you into the Sweepstakes. After completion of the survey, when requested by the survey website, you must supply your first and last name and a working, valid email address for which you are the authorized user in order to enter the Sweepstakes and be notified if you are a winner. **Online entries are not complete until you receive and view a confirmation page.** Entries that do not contain all the information requested, are not eligible or otherwise are not in accordance with the requirements set forth above will be disqualified from the drawing. Sponsor is not responsible for illegible, lost, late, misdirected, postage due, damaged or incomplete mail-in entries. Proof of mailing an entry is not proof of receipt. **BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. IT IS YOUR RESPONSIBILITY TO KEEP YOUR EMAIL ADDRESS CURRENT, AS IT IS TO THAT EMAIL ADDRESS THAT A PRIZE NOTIFICATION WILL BE COMMUNICATED.** An email "Authorized user" is defined as the natural person who is assigned to an email address by an Internet mail service, Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email account. Online entries must be made by an individual from a stand-alone computer device and may not be made by proxy or any electronic/automated means such as script, bot, macro or any other similar software or program. **You may not enter with multiple emails and/or multiple identities nor may you use any other device or artifice to obtain more than the number of entries stated above.** All discovered entries made in violation of these rules will be deleted and be deemed ineligible to participate in the drawings. All entries submitted become the property of Sponsor and none will be acknowledged or returned.

- 5 **Winner Selection:** Five (5) potential Grand Prize winners will be chosen in a random drawing approximately 30 days after Sweepstakes-End from the total eligible entries received during the Sweepstakes Period and mail-in entries postmarked by Sweepstakes-End and received up to 10 days later. Potential winners will be notified by email to the email address entered on the survey or mail-in entry. The notification will require potential winner to respond within five (5) days with a valid mailing address and agreeing to accept the prize. Failure to respond within that timeframe will indicate to Administrator that the prize has been declined for all time and another potential winner

will be selected in random drawings. Neither Sponsor nor Administrator is responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's email to receive messages.

- 6 **Quantity, Prize, Approximate Retail Value (ARV) and Odds: (5) Grand Prize:** One (1) \$500 Toys”R”Us® gift card subject to its terms and conditions. **ARV:** \$500.00. Should the actual value of the prize be less than stated herein, the difference will not be awarded. **Odds of winning:** Dependent on the number of eligible entries received during the Sweepstakes Period and mail-in entries received up to seven (7) days after Sweepstakes-End. A prize will be awarded provided it is claimed properly according to these Official Rules. All prizes are awarded “as is.” Winners acknowledge that the Sweepstakes Entities and prize provider as they may apply, have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize. Should a greater number of prize claims be received because of printing, emailing, phoning, messaging, programming errors or for any reason whatsoever, only the prize and the value stated in these Official Rules will be awarded in random drawings from all prize claims or as the Administrator deems to be fair and in keeping with the Official Rules.
- 7 **General:** Sweepstakes administration and winner selection and verification will be supervised by the Administrator, an independent judging organization, whose decisions are final and legally binding. No participant or winner shall have the right to contest any decision by the Sponsor or the Administrator concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. Sponsor is not responsible for those who are not solicited to enter the survey or cannot access the Internet or cannot click-through for any period of time to complete the online survey regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems, and for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, human errors, including but not limited to, errors by Sponsor and Sponsor’s representatives who enter incorrect information into any of Sponsor’s computer systems or force majeure. Proof of entry is not proof of entry receipt. Sponsor reserves the right to cancel/terminate the Sweepstakes if, in the Sponsor’s sole determination, it believes that the integrity of the Sweepstakes has been, or could be, compromised, the Sweepstakes is not capable of running as planned or fairly or due to force majeure. Potential winners will be drawn from entries that appear to have been submitted in accordance with these Official Rules, as determined in the sole judgment of the Administrator and/or the Sponsor, received up to the time of cancellation and mailed entries postmarked by the date of cancellation and received up to 10 days later. The Sponsor reserves the right to disqualify your entry from the Sweepstakes if, in the Sponsor’s sole judgment, you have not complied with these Official Rules. Without limitation, your entries will be disqualified, in the sole discretion of Sponsor, if you attempt (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provide information that is inaccurate or fraudulent; or (iii) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. The Sweepstakes Entities assume no liability for damage caused to your or any other person's/entity's computer device hardware, software or communications network, regardless of cause. Only the prizes listed and the value listed in the Official Rules shall be awarded.

- 8 By entering the Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities and their respective affiliates and their respective shareholders, officers, directors, successors, estates and assigns, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all “costs”, which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, winner waives the right to (i) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and (ii) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute a prize (or portion of prize) of comparable or greater value in case of unavailability of the prize or force majeure. A prize or prize notification that is returned as undeliverable will disqualify the winner and an alternative winner will be selected in a random drawing.
- 9 **All federal, state and local laws, regulations and ordinances apply. The Sweepstakes is void where prohibited, licensed, restricted or taxed.** If any provision of the Sweepstakes shall be deemed to violate any applicable federal, agency, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state, agency or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes your entry if you reside in such jurisdiction, without penalty and without obligation to you.
- 10 **This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the sponsor.**
- 11 Acceptance of the prize constitutes permission to use a winner's name, voice and likeness and any and all identifying characteristics (except address, email address and phone number) including, but not limited to, the taking of photographs and/or videos by the Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law and each winner agrees to execute any and all documents requested by the Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate the Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.
- 12 The Sweepstakes Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules.
- 13 **Privacy Policy:** Sponsor, Medallia, Inc. and the Administrator collect personal information from you when you enter the Sweepstakes that will be used for the administration of the Sweepstakes and for research purposes. **The information collected is held on a USA based server** and is subject to United States laws and the privacy policies for Sponsor may be found by clicking on <http://www.toysrus.com/> and clicking on “Privacy Policy”; <http://www.medallia.com/privacy/> for Medallia and at the Administrator’s website

<http://themarketingagency.com/html/privacyPolicy.html>. By entering the Sweepstakes, you explicitly provide consent for the use of your personal information in this manner.

- 14 By entering the Sweepstakes, you agree that any and all disputes, claims, actions and causes of action arising out of or connected with the Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Passaic County, New Jersey without regard to conflicts of law doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes and under no circumstances will you seek or be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any other damages other than for actual out-of-pocket expenses including any and all rights to have damages multiplied or otherwise increased and in no event attorneys' fees or costs. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- 15 **For the Name of the Prize Winners** — available on or about March 15, 2017; send a hand-printed, self-addressed, adequately stamped # 10, business envelope to: Winners—Toys“R”Us Win \$500 Survey Sweepstakes, c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by March 15, 2017. Only one (1) request per outer mailing envelope. **You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.**

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