

## **SPONSOR**

Sponsor is Jazwares, LLC, a limited liability company having an address at 963 Shotgun Rd, Sunrise, FL 33326, USA ("Sponsor").

## **TERM**

The 2016 Tube Heroes Racers Speedway begins July 6<sup>th</sup>, 2016 at 1:00:00 p.m. US Eastern Time and ends August 3<sup>rd</sup>, 2016, 11:59:00 p.m. US Eastern Time ("ET") (the "Contest"). Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill based contest and chance plays no part in the determination of winners.

## **WHO MAY ENTER**

Contest is open only to individuals who race a pre-determined track on a pre-determined mode, as selected for the particular week, using the Tube Heroes Racers Game App and take a screenshot to post on their Twitter Accounts. Participants must be US residents only, and is void where prohibited by law. Employees of Jazwares, and its subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible. CONTEST IS VOID IN OTHER MARKETS OUTSIDE OF US.

## **HOW TO ENTER**

Each Entry consists of an entry form, a single post. To enter, visit TubeHeroesRacers.com/Contests, check out the assigned weekly track and mode, play it on the Tube Heroes Racers Game App and take a screenshot of your finishing time. Post the screenshot on your Twitter account following the instructions below.

The Category for entry is: (1) Fastest Time to complete the designated track on the designated mode. There is no limit on the number of entries per person. Each entry must comply with the following requirements (the "Tube Heroes Racers Speedway Requirements"):

Entries must be shared via Twitter.

Entries must have been submitted between July 6<sup>th</sup>, 2016 through August 3<sup>rd</sup>, 2016.

Entries must not constitute copyright infringement or fraud.

The entry, in its entirety, must be a single work of original material taken by the participant upon completing the track on the Tube Heroes Racers Game. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted entry is his/her original work created solely by the entrant, that the submission does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the entry.

The entry must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The caption used for the entry must be complete and accurate, sufficient to convey the circumstances in which the screenshot was created. Disguising or misrepresenting the origin of your content is cause for disqualification. The caption must have the hashtag #THRSpeedway.

The entries in each week will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by August 3<sup>rd</sup>, 2016 at 11:59:00 p.m. ET. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original entry/source material in order to confirm compliance with these rules.

## **RELEASES**

If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the entry, the entrant is responsible for obtaining, prior to submission of the post, any and all releases and consents necessary to permit the exhibition and use of the entry in the manner set forth in these Official Rules without additional compensation. If any person appearing in any entry is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

### **CONTEST PRIZES**

The post with the fastest time to complete the designated track every week during the duration of the contest will each receive one of the latest Tube Heroes Figures (Diamond Dimension Pack or PopularMMOs figure). The Grand Prize is non-transferable and no cash alternative is available.

Potential winners shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the owner of the entry (and all the intellectual property rights in the entry submitted) and grants to Sponsor and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

### **JUDGING**

Contest consists of one (1) judge, Tube Heroes Headquarters, that will select 1 entry per week based on the following criteria ("Judging Criteria"): (1) Fastest time to complete the designated track on a designated mode. The judges will select the winners and in the event of a tie, a tiebreaker race will be held between the participants who tie. In the event that a tie remains after the tiebreaker race, the participant with the highest coins will be declared the winner. Winners will be chosen weekly, every Wednesday starting July 13<sup>th</sup> 2016 to August 3<sup>rd</sup>, 2016 and notified via post in social media accounts. Decisions of the judges are final and binding.

### **LICENSE**

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in *Tube Heroes related content* or online highlighting entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

### **LIMITATION OF LIABILITY**

By entering this Contest, all entrants agree to release, discharge, and hold harmless Jazwares and Tube Heroes and Tube Heroes Racers and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Jazwares and Tube Heroes assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The Sponsor is not responsible for any problems with or technical malfunction of any digital network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

## **CONDITIONS**

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning animation and each winner's name, animation, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the "sponsor" that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the "sponsor" reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted animations, and will return the fees submitted with each entry.

## **WINNERS LIST**

Entrants are responsible for complying with these Official Rules. Winners' will be announced via social media accounts.