

TOYS “R” US® SURVEY CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

OPEN ONLY TO RESIDENTS OF CANADA WHO, AS OF TIME OF ENTRY, ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Toys “R” Us® Survey Contest (“Promotion”) is offered by Toys “R” Us (Canada) Ltd., 2777 Langstaff Road, Concord, Ontario, Canada L4K 4M5, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, Michigan, USA 48033.

- 1. PROMOTION PERIOD:** The Promotion starts March 1, 2019 at 12:00 AM Eastern Time (“ET”) and ends on April 30, 2020 at 11:59:59 PM ET (“Promotion Period”) and consists of fourteen (14) separate monthly prize draws (each a “Drawing Period” as defined further in Section 4 of these Official Rules). If an entrant participates via Entry Method 1, as described in Section 3a, the in-store purchase must be completed by 11:59:59 PM ET on April 20, 2020, but the entrant will have until 11:59:59 PM ET on May 7, 2020 to complete the Survey. The Promotion is subject to all applicable federal, provincial, territorial, and local laws and regulations. The Administrator’s computer is the official Promotion Period clock.
- 2. ELIGIBILITY:** The Promotion is open only to residents who are physically residing in Canada and who are at least the age of majority in his/her jurisdiction of residence as of the date of entry. Void outside of Canada, and where prohibited or restricted by law. Officers, directors, and employees of Toys“R”Us (Canada) Ltd., ForeSee Results, Inc., Administrator and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion (the “Promotion Entities”), and members of these persons’ immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Participation is contingent upon Entrant’s full and unconditional agreement to these Official Rules as well as Toys“R”Us (Canada) Ltd.’s and/or Administrator’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. METHODS OF ENTRY:** An eligible entrant (“Entrant”) may enter using one (1) of two (2) methods of entry:
 - a. Entry Method 1:** Upon completing a purchase at a participating Toys “R” Us and Babies “R” Us® retail store, the customer will receive an invitation to participate in a survey (“Survey”). This invitation will be printed on the Toys “R” Us or Babies “R” Us receipt. Under this method of entry, the customer must complete the Survey. The customer must log on to the URL provided on the receipt and complete the Survey within the time period noted on the receipt. After completing the Survey, the customer will be asked if he/she wishes to enter the Promotion. If the customer is an eligible Entrant and wishes to participate in the Promotion, he/she must then enter the requested information which may include: his/her complete first and last name (no

initials), valid e-mail address, complete street address (no P.O. Box), Postal Code and age. After entering this information, the Entrant must click the submit button and he/she will be entered into the Drawing Period for the calendar month when his/her entry is received.

- b. Entry Method 2 (alternative method of entry without purchase):** This entry method is for those who have not made a purchase. Under this method of entry, during the Promotion Period, visit https://survey.foreseeresults.com/store/controller?id=3d467f57&flow=SS&locale=en_CA and follow the steps to receive an entry into a Drawing Period, including providing the registration information requested above.

Entry Limit: Regardless of the method of entry, an Entrant may only enter the Promotion once per calendar day during the Promotion Period. The entry date will be the date that the Entrant either completes the survey or enters by the alternative method of entry and is thereby entered into the Promotion, not the date of the receipt. Therefore, it is possible for an Entrant to complete a purchase during one Drawing Period and receive an entry into the next Drawing Period. For purposes of this Promotion, a “day” starts at 12:00 AM ET (midnight) and ends at 11:59:59 PM ET each calendar day during the Promotion Period.

To be eligible for a Prize, the Entrant must be in compliance with the Official Rules. Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. “Authorized account holder” is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant’s name, city, Province, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

- 4. RANDOM DRAWING:** On each of the Random Drawing Dates below, Administrator, at its address listed above, will randomly select two (2) potential winners (each, a “Winner”) from among all eligible entries received during each Drawing Period. Each Winner will be deemed a potential Winner pending verification of eligibility and compliance with these Official Rules. Entrants must enter during each Drawing Period to be eligible to win a Prize for that Drawing Period. Entries will not be carried over from one Drawing Period to the next Drawing Period.

Drawing Period	Start Date (at 12:00 AM ET)	End Date (at 11:59:59 PM ET)	Random Drawing Date (at 12:30 PM ET)	Notification Date (on or about)
1	March 1, 2019	March 31, 2019	April 9, 2019	April 19, 2019
2	April 1, 2019	April 30, 2019	May 9, 2019	May 20, 2019
3	May 1, 2019	May 31, 2019	June 10, 2019	June 20, 2019
4	June 1, 2019	June 30, 2019	July 9, 2019	July 19, 2019
5	July 1, 2019	July 31, 2019	August 9, 2019	August 19, 2019
6	August 1, 2019	August 31, 2019	September 9, 2019	September 19, 2019

7	September 1, 2019	September 30, 2019	October 9, 2019	October 21, 2019
8	October 1, 2019	October 31, 2019	November 11, 2019	November 21, 2019
9	November 1, 2019	November 30, 2019	December 9, 2019	December 19, 2019
10	December 1, 2019	December 31, 2019	January 9, 2020	January 20, 2020
11	January 1, 2020	January 31, 2020	February 10, 2020	February 20, 2020
12	February 1, 2020	February 28, 2020	March 9, 2020	March 19, 2020
13	March 1, 2020	March 31, 2020	April 9, 2020	April 20, 2020
14	April 1, 2020	April 30, 2020	May 18, 2020	May 28, 2020

*Purchase must be made in-store by April 20, 2020, but customers will still have seven (7) calendar days to enter the Promotion. Entries into Drawing Period 14 must be received by 11:59:59 PM ET May 7, 2020 to be considered valid.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

- a. **Prizes (2 per Drawing Period):** Each Drawing Period the two (2) Winners, subject to the other requirements of these Official Rules, will each receive a CA\$500 gift card from the store brand for which the Winner completed a Survey (Toys “R” Us or Babies “R” Us) (“Prize”). ARV of each Prize: CA\$500.
- b. **Total ARV:** The total ARV of all available Prizes in each Drawing Period is CA\$1,000. The total ARV of all available Prizes in the entire Contest is CA\$14,000.
- c. **General Conditions on Prizes:** Each gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. The use of a gift card constitutes the user’s acceptance of the terms and conditions so Winners should read the terms and conditions on the gift card carefully. Each Winner must protect the gift card and treat the gift card as he/she would any other valuable document. Gift cards will not be redeemed or exchanged for cash, except where required by law. Gift cards will not be replaced or replenished if lost, stolen, damaged, destroyed or used without the Winner’s permission, and will be voided if altered or defaced. No more than twenty-eight (28) Prizes will be awarded in the Promotion. Limit one (1) Prize per household for the entire Promotion Period. After winning a Prize, the household will no longer be an eligible Entrant for all the future Drawing Period random drawings.
- d. **Odds of Winning:** Odds of winning a Prize depend on the number of eligible entries received during each Drawing Period and the number of Prizes available to be won during that Drawing Period.

6. WINNER NOTIFICATION AND FULFILLMENT: Potential Winners will be notified on or about the Notification Dates defined in Section 4 of these Official Rules by e-mail using the contact information provided at the time of entry.

Potential Winners will be required to answer a mathematical skill testing question without the assistance of any person or device. If a selected potential Winner fails to correctly answer the question, he/she will be disqualified and another Entrant may be randomly chosen as a potential Winner. Potential Winners must respond to Administrator’s notification within three (3) calendar days. If a potential Winner is ineligible for any reason, does not respond to the Administrator’s notification within five (5) days, refuses the Prize, fails to return any required documentation, fails to provide identification and proof of eligibility upon request or if Administrator’s notification or the Prize are returned to Administrator or Toys“R”Us (Canada)

Ltd. as undeliverable, then the potential Winner will be disqualified and an alternate Winner may be selected. Noncompliance with these Official Rules or the return of any prize/prize notification may result in disqualification and, at Administrator' discretion, an alternate potential winner may be selected by random drawing from among all remaining eligible entries received during the applicable Drawing Period. A potential Winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules, which is to be provided in the form requested by Toys"R"Us (Canada) Ltd. or Administrator.

Prizes are non-transferrable and non-substitutable, except by Toys"R"Us (Canada) Ltd. in its sole discretion. Toys"R"Us (Canada) Ltd. reserves the right to substitute a similar Prize of comparable or greater value. All taxes and other expenses, costs or fees associated with the acceptance and/or use of a Prize(s) are the sole responsibility of Winner(s). If a Prize is unclaimed within a reasonable time after notification from Administrator, as determined by Administrator in its sole discretion, it will be forfeited, and, time permitting, an alternate Winner may be selected from the remaining eligible entries at Administrator's sole discretion. Toys"R"Us (Canada) Ltd. will ship the Prize directly to the Winner within approximately 4 to 6 weeks from Winner verification.

In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the Winners.

- 7. CONDITIONS:** By entering the Promotion, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such Entrant's name on Facebook, Twitter or any other social media site and the use by Released Parties of such name, voice, image and/or likeness for publicity, promotional and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Administrator and Toys"R"Us (Canada) Ltd., which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion in Administrator's sole discretion.
- 8. NO WARRANTIES, LIMITATION OF LIABILITY:** Administrator and Toys"R"Us (Canada) Ltd. make no warranties covering any of the prizes furnished as part of this Promotion. All prizes, and all materials furnished as part of or in connection with the Promotion are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose. Promotion Entities are not responsible for, and shall be indemnified by the Winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession or loss of

the Prize. Void where prohibited. **IN NO EVENT WILL THE PROMOTION ENTITIES, THEIR AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.**

9. **PRIVACY:** Each Entrant agrees that personal data, including but not limited to, name, mailing address, telephone number and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Promotion and otherwise in accordance with Toys“R”Us (Canada) Ltd.’s Privacy Policy located at www.toysrus.ca/privacy. Further, this data may also be used by Toys“R”Us (Canada) Ltd. or Administrator to verify an Entrant’s identity, postal address and telephone number in the event an Entrant qualifies for any Prize, as well as to deliver the applicable Prize. If an Entrant does not provide the required data when requested, that entry will be ineligible for any Prize. Each entrant expressly consents to Toys“R”Us (Canada) Ltd. and the Administrator storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Sweepstakes. Personal information may be transferred and stored for these purposes in jurisdictions outside of Canada, including the United States.
10. **ADDITIONAL TERMS:** Administrator or Toys“R”Us (Canada) Ltd. reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. The failure of Administrator or Toys“R”Us (Canada) Ltd. to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Administrator or Toys“R”Us (Canada) Ltd. (excepting compliance with applicable codes and regulations), or other acts outside the reasonable control of Administrator or Toys“R”Us (Canada) Ltd. will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants’ or to any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Promotion Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, illegible or returned. Administrator or Toys“R”Us (Canada) Ltd. reserves the right to cancel, modify, or suspend the Promotion or any element thereof, subject to approval of the Régie des alcools, des courses et des jeux in Quebec (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Administrator reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. Administrator may prohibit any Entrant or potential Entrant from participating in the Promotion, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Administrator, Toys“R”Us (Canada) Ltd., or their agents or representatives, including but not limited to the Promotion Entities; or behaves in any other disruptive manner (as determined by Administrator or Toys“R”Us (Canada) Ltd. in its sole discretion). **CAUTION:** Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws,

and should such an attempt be made, Administrator or Toys“R”Us (Canada) Ltd. reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a potential winner entered via internet and a dispute arises regarding a specific individual entitled to receive a prize, entries made by Internet will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of the prize or in any Promotion-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion.

- 11. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE PROVINCE OF ONTARIO. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN THE PROVINCE OF ONTARIO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE PROVINCE OF ONTARIO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE (1) YEAR FROM THE END DATE OF THE PROMOTION PERIOD. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. FURTHER, BY PARTICIPATING IN THE PROMOTION ENTRANTS WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTION.**

FOR QUEBEC RESIDENTS ONLY: ANY DISPUTE RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX DU QUEBEC FOR A RULING. ANY LITIGATION RESPECTING THE AWARDING OF A PRIZE MAY BE SUBMITTED TO THE BOARD ONLY FOR THE SOLE PURPOSE OF HELPING THE PARTIES REACH A SETTLEMENT.

- 12. WINNERS LIST:** For a list of all Winners in the Promotion, send a self-addressed, stamped business size envelope to: Toys “R” Us Canada Survey Contest, Winners List Request, P.O.

Box 251328, West Bloomfield, MI USA 48325. Requests must be received by June 30, 2020 and will be fulfilled at the end of the Promotion Period.

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