

SWEEPSTAKES OFFICIAL RULES

I. SPONSOR.

1. This Sweepstakes is being sponsored by the following company, located at the following address:

TOYNK TOYS
205 Burnet Drive
Gilberts, IL 60136

II. ELIGIBILITY.

2. This Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia. Residents outside of the United States are not eligible to enter.

3. Sweepstakes entrants must be at least 18 years old at the time of entry.

4. Employees of TOYNK TOYS and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies are not eligible for entry.

5. This Sweepstakes is subject to federal, state, and local laws and regulations.

III. AGREEMENT TO OFFICIAL RULES.

6. Participation in the Sweepstakes constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.

7. Winning a prize in this Sweepstakes is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

IV. SWEEPSTAKES PERIOD.

8. The Sweepstakes begins on March 28th, 2023 at 3:00 PM, CST and ends on April 28th, 2023 at 11:59 PM, CST.

9. Entries that are submitted before or after the Sweepstakes Period will be disqualified.

10. Submissions will be accepted for the duration of the Sweepstakes using the following methods:

a. Online

b. Entrants may get 1-60+ entries based on prompts as outlined in the entry form.

No purchase necessary.

V. ENTRY METHODS.

12. Online entry will be available for the duration of the Sweepstakes Period by visiting the following website and following the directions provided to fill out the entry form and submit: <https://woorise.com/toynk/killer-klowns>

13. Additional entries may be submitted in the following manner:

Entrants may get 1-60+ entries based on prompts as outlined in the entry form. No purchase necessary.

14. Limit of one entry per person, per email address, per mobile phone number, and per household for the duration of the Sweepstakes Period. Entries received from any person, email address, mobile phone number, or household in excess of the stated limitation will be void.

15. All entries become the property of the Sponsor and will not be acknowledged or returned.

16. No purchase is necessary to win.

VI. PRIZES.

17. The following prizes of the following approximate values will be awarded to the Sweepstakes winners:

Grand Prize (1) - Two (2) Ultimate Fan Packages to Fan Expo, Denver.

First Prize (2) - \$100 Gift toward shopping on Toynk.com.

2nd Prize (3) - Mystery Horror Bundle valued at approximately \$100.

18. No cash or other prize substitution is permitted except at the sole discretion of the Sponsor.

19. The prizes are non-transferrable.

20. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winners.

21. Acceptance of a prize grants the Sponsor permission to use the winners' entry, name, and likeness for advertising, promotion, and trade without further compensation or remuneration unless prohibited by law.

VII. PRIZE DRAWING.

22. On or about May 1st, 2023, the Sponsor shall select potential winners in a random drawing from all eligible entries received.

23. The odds of being selected depend on the total number of entries received.

24. The Sponsor will attempt to notify the potential winners on or about May 5th, 2023.

25. If the potential winners cannot be contacted within five (5) days after the date of the first attempt to contact them, the Sponsor may select an alternate potential winner in their place at random from the remaining non-winning, eligible entries.

VIII. WINNER NOTIFICATION.

26. The potential winners will be notified by email, mail, or phone.

27. The potential winners will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim their prize.

28. If a potential winner cannot be contacted, fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits their prize.

29. If a potential winner is considered a minor in their jurisdiction of residence, the Sponsor reserves the right to award the prize in the name of their parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein.

30. The potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

31. In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

IX. GENERAL TERMS AND CONDITIONS.

32. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but limited to, fraud, virus, unauthorized human intervention, or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by the Sponsor in their sole discretion, the Sponsor may, in their 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) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

33. The Sponsor reserves the right in their 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.

34. Any attempt to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law.

35. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

X. RELEASE AND LIMITATIONS OF LIABILITY.

36. By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising, and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, 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 the prize, including, but not limited to, the following:

- a. Any technical errors associated with the Sweepstakes, including lost, interrupted, or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability, or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower, or cable transmissions, lines, or technical failure;
- b. Unauthorized human intervention in the Sweepstakes;
- c. Mechanical, network, electronic, computer, human, printing, or typographical errors;
- d. Lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due, or misdirected mail, entries, application downloads, or text messages;
- e. Any other errors or problems in the administration with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winners, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries, or any Sweepstakes-related materials;
- f. Injury, death, losses, or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt, or misuse of the prize (including any travel or activity related thereto)

37. 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 entrant be entitled to receive attorney's fees.

38. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes.

39. The Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

XI. DISPUTES.

40. Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to the form of class action, and exclusively by the appropriate court located in Illinois.

41. All issues and questions concerning the construction, validity, and interpretation and enforceability of these Official Rules, entrants 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 Illinois, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than Illinois.

XII. PRIVACY.

42. Information collected from entrants is subject to the Sponsor's privacy policy.

XIII. WINNER LIST.

43. To request the names of the winners, send a self-addressed stamped envelope to the following address:

205 Burnet Drive
Gilberts, IL 60136

44. Winners List requests will only be accepted after the promotion end date listed above.