

# TOYS“R”US SCREEN FREE SUMMER DASH CONTEST

## Official Rules and Regulations

NO PURCHASE IS NECESSARY TO ENTER.

ENTRANT MUST BE A RESIDENT OF CANADA AND OVER THE AGE OF MAJORITY APPLICABLE IN SUCH PROVINCE AND MUST NOMINATE A PERSON WHO IS BETWEEN THE AGES OF 4 AND 15 TO PARTICIPATE IN THE DASH IF THEY ARE SELECTED AS A WINNER.

BY ENTERING THIS CONTEST, ENTRANTS AND THEIR NOMINEE AND THEIR PARENT OR LEGAL GUARDIAN ON THEIR BEHALF AGREE TO ABIDE BY THESE OFFICIAL CONTEST RULES & REGULATIONS (THE “**OFFICIAL RULES**”). THE DECISIONS OF THE SPONSOR WITH RESPECT TO ALL ASPECTS OF THE CONTEST (DEFINED BELOW) ARE FINAL.

**1. SPONSOR & CONTEST ENTRY PERIOD:** Toys“R”Us Screen Free Summer Dash Contest (the “**Contest**”) is sponsored by Toys“R”Us (Canada) Ltd. (the “**Sponsor**”). Contest entry starts 10am local time at each participating Toys“R”Us locations, excluding standalone Babies “R” Us locations, on July 5, 2024 and ends at 8pm on July 21 2024 (“**Contest Entry Period**”).

**2. HOW TO ENTER THE CONTEST:** No Purchase is necessary to enter. To enter, an eligible Entrant must visit one of the participating stores in their province of residency during the Contest Entry Period, scan a QR to access, fully complete and submit an Official Entry Form including their complete name, home address, telephone number, their primary email address and the full name of the person who will be their nominee. The Entrant must be over the age of majority in their province of residence and the person they are nominating must be between 4 to 15 years of age. To nominate a child, the Entrant must be the child’s parent or legal guardian or have written permission of the child’s parent or legal guardian to nominate them for this Contest (an “Entry”). Limit of one (1) entry per person throughout the Contest Entry Period.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that the Entrant has attempted to or cause another to: (i) make more than one (1) Entry per person during the Contest Entry Period; and/or (ii) use (or attempt to use) multiple names, identities email addresses, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt the Contest; then the Entrant may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. For greater certainty, there is no limit to the number of times a child can be nominated provided each nomination is from a different eligible Entrant per eligible Entry.

**3. PRIZES & THE PRIZE EVENT:** There are ten (10) prizes available to be won (each a “**Prize**”), across Canada. The prizes can be redeemed at Toys “R” Us locations across Canada. The prizes cannot be redeemed at HMV store sections (including to acquire any HMV products) or at standalone Babies “R” Us stores.

**4.** The Prize consists the toys collected (in accordance with the other provisions of these Official Rules) during a 60-second “dash” shopping spree, up to a maximum value of \$500, claimed at a

participating store location (the “**Prize Event**”). The “dash” shopping sprees will be carried out on Wednesday July 31, 2024 (subject to accommodation/change as otherwise described in these Official Rules), at the time designated by the Sponsor. Each selected Entrant (as defined below) must attend the Prize Event at the store nearest to their residence along with the child he/she/they nominated (as described above) to win a Prize.

**5. Conditions related to the Prize Event:**

- i. A nominee child will have the opportunity to put as many toys as he/she/they can into their shopping cart before the 60 seconds time is up.
- ii. The nominee shall be in sole control/operation of the shopping cart throughout the 60-second period of the Prize Event. A selected Entrant will be prohibited from controlling/operating the shopping cart or placing toys in the shopping cart or assisting in that activity in any manner whatsoever.
- iii. The nominee will cease collecting toys or adding toys to the shopping cart as soon as the Sponsor’s representative indicates that the allotted 60-second time period has completed. If the nominee is part-way through adding a toy to the shopping cart at the end of such period, the Sponsor’s representative shall have the discretion to determine if a toy belongs in the shopping cart or is to be excluded from it for purposes of the Contest.
- iv. A selected Entrant shall not shout at, berate, criticize, demean or otherwise express negative commentary at or in connection with a nominee, or the selected Entrant and nominee may be denied further participation in the Contest and any right to a Prize become void.
- v. If more than one winner/nominee are scheduled for one store location, Sponsor’s representative may stagger the 60 second dashes as they see fit.
- vi. The carrying out and timing of the Prize Event, the conduct of the selected Entrants and nominees, and the addition of toys to the shopping cart and their value will be monitored by the Sponsor’s representative.
- vii. Not all goods in the Store are eligible for collection by nominees during the Prize Event. Exclusions include HMV products (including any music products sold in the HMV sections of the stores), gift cards, pre-paid cards, special orders, online orders or pre-order items and Buyer Protection Plan. In addition, there is a limit of two (2) Lego items, three (3) identical or assorted items and any other goods identified for such purpose by the Sponsor’s representative. A selected Entrant participating in the Prize Event shall be responsible for confirming such exclusions with the Sponsor’s representative and instructing their nominee on them in advance of the Prize Event. In no event will excluded goods be eligible to be included in a Prize.
- viii. Each Prize has a maximum value of \$500. If a nominee collects toys of an aggregate value of less than \$500 in their cart during the allotted time period, the Prize will consist of the toys collected, without any further additions made or funds provided. If a nominee collects toys of an aggregate value of greater than \$500 in their cart during the allotted time period, the Prize will consist of the toys collected up to \$500 in value, and the selected Entrant will have the option, but not the obligation, to select some or all of the toys collected and pay the additional cost to the extent their aggregate value exceeds \$500. The Prize and any toys purchased in excess of the Prize value will be the sole responsibility of the selected Entrant.
- ix. The Prize value is inclusive of all taxes. The Prize must be fully collected at the Prize Event. Toy value shall be judged based on the correct retail price of each toy plus applicable taxes.

6. Any and all travel costs to attend the Prize Event are the sole responsibility of each selected Entrant. A Prize can only be claimed by selected Entrants while at the Prize Event. Selected Entrants who do not attend the Prize Event forfeit the right to receive a Prize.

7. The Prize must be accepted as awarded without substitution, is not transferable, is not for resale and has no cash surrender value. Any items purchased through the Prize Event shopping spree can only be returned for product exchange or merchandise credit. The Sponsor reserves the right, in the event that a Prize or a Prize component cannot be awarded as described for any reason (as determined by Sponsor in its sole discretion), to substitute another Prize or Prize component of equal or greater value, without liability, including a \$500 gift card.

**8. ELIGIBILITY:** To enter the Contest and be eligible to win a Prize, a person must be a resident of Canada who at the time of entry is of the age of majority or older in such province of residence ("**Entrant**"). An Entrant must not be an employee (and have not been such for at least one year prior to the time of entry), a representative or agent of the Sponsor or its (1) affiliated and related companies, (2) advertising or promotion agencies, (3) immediate family members, or (4) persons domiciled with any of the above. In these Official Rules, "**immediate family members**" means the Entrant's mother, father, brothers, sisters, sons, daughters and legal or common-law spouse, as applicable.

9. All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; (iii) for the purpose of confirming that a nominee is a properly permitted nominee within the scope of these Official Rules, and/or (iv) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsor's representatives present at each Store. The sole determinant of the time for the purposes of the Prize Event will be the Sponsor. All decisions of the Sponsor are final and binding.

10. The Sponsor will not be responsible for late, lost, illegible, mutilated, invalid, unintelligible, falsified, misdirected, inaccessible or incomplete Entries, which will be void. The Sponsor will not be responsible for Entries that are not properly deposited into the applicable Contest entry box within the Contest Entry Period. All Entries become the property of the Sponsor upon deposit/receipt.

**11. ENTRANT SELECTION:** A random draw from all eligible Entries received across Canada via the QR code available in store during the Contest Entry Period will take place on July 23, 2024. The first ten entries selected will be eligible to win a Prize and contacted via phone that evening and requested to come to the Store nearest to their residence on July 31, 2024 to answer a mathematical skill-testing question and participate in the Prize Event, both at a time selected by the Sponsor.

12. If a selected Entrant does not respond to the Sponsor's phone call as requested and within the time period requested, then he/she/they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to an opportunity to participate

in the Prize Event and gain a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to draw an alternate selected Entrant and potential Prize Event participant from among the remaining eligible Entries received at the applicable Store location in accordance with these Official Rules.

The odds of winning will depend on the total number of eligible Entries received during the Contest Entry Period.

**13. PRIZE DECLARATION:** Each selected Entrant must correctly answer a time-limited mathematical skill-testing question before the Prize Event dash, without assistance or mechanical or electronic aid and will be required to sign and return the Sponsor's form of declaration and release form (a "**Release**") after answering the mathematical skill-testing question. If a selected Entrant answers the mathematical skill-testing question correctly, they may participate in the Prize Event on July 31, 2024 at the Store where they entered the Contest at the designated time. Notwithstanding the foregoing, the Sponsor may, in its sole discretion, permit a selected Entrant to receive a \$500 gift card to use later in lieu of a later date. The child nominated by a selected Entrant to participate in the Prize Event with the selected Entrant may also be required to sign (and have his/her/their parent or legal guardian sign) a Release.

**12.** In order to participate in the Prize Event, each selected Entrant and the child nominated (and his/her/their parent or legal guardian on his/her/their behalf) must agree to be photographed and/or recorded participating in the Prize Event, including with his/her/their selected toys, and must agree to the publication, reproduction and/or other use of his/her/their name, address, voice, statements about the Contest, and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

**13.** If a selected Entrant: (a) fails to sign and return the Release within the timeline indicated by the Sponsor (as applicable); (b) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Official Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she/they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential winner from among the remaining eligible Entries received in accordance with these Official Rules. If a selected Entrant fails to correctly answer the mathematical skill-testing question, he/she/they will forfeit all rights to the Prize and the Sponsor reserves the right, in its sole and absolute discretion and time-permitting, to draw an alternate Entrant to participate in a substitute Prize Event from among the remaining eligible Entries for the applicable Store received in accordance with these Official Rules.

**14.** Each nominee and selected Entrant will ensure that he/she/they do not harm the premises, merchandise, staff, or customers during the Prize Event. Each selected Entrant and each nominee agrees to participate at their own personal risk and are solely liable for any harm or damages caused.

**15. RELEASE:** By entering this Contest for a chance to win a Prize, each Entrant and nominee and their parent or legal guardian on their behalf releases the Sponsor, its advertising and promotional agencies, affiliated and related companies, and each their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively the "**Released Parties**") from any liability in connection with a Prize or this Contest. The Released Parties will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Entries or Prize claims and all such Entries/Prize claims are void. None of

the Released Parties makes or provides any representation, warranty, condition or offer, express or implied, as to the functionality, suitability, quality, or fitness of the Prize awarded or any toys not fully purchased in connection with the Contest, including but not limited to quality, fitness for purpose, merchantability, safety requirements and standards, operability and defects. Portions of the Prize may not be suitable for all ages and may be subject to specific instructions, conditions, and limitations on the use of the Prize. To the fullest extent permitted by applicable law, a Prize winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize or any part thereof fail to be fit for its purpose or is in any way unsatisfactory.

**16. GENERAL:** The Released Parties do not assume any responsibility for (i) the incorrect or inaccurate capture of information and Entries that fail to comply with these Official Rules; (ii) any loss, damage, or claims caused by an awarded Prize or the Contest itself; or (iii) any loss, damage to or destruction of an entry form, any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail (as applicable) to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer or mobile device related to or resulting from downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest or to win a Prize. Entry material/data that has been tampered with or altered is void.

**17.** In no event shall the Released Parties be required to award more Prizes than the number of Prizes indicated in these Official Rules or to award a Prize otherwise than in compliance with these Official Rules. In the event that production, technical, seeding, programming, printing or any other reasons cause more than the stated number of Prizes at the values set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of Prizes at the values listed by a random drawing among all legitimate, unawarded, eligible Prize claims.

**18.** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles. Any attempt by an Entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws 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 as well a disqualification from the Contest (if appropriate). This Contest is subject to all applicable federal, provincial/territorial, and municipal laws. All amounts cited in these Official Rules are in Canadian dollars.

**19.** In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest related materials, including, but not limited to point of sale, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law. Where the Contest is open to residents of the province of Québec and there is any discrepancy or inconsistency between the English language version and the French language version of the Rules, the English version shall prevail, govern and control. The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté

express que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

**20.** The Sponsor reserves the right to withdraw or amend the Contest in any way, in its sole and absolute discretion, including in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Official Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel or suspend the Contest in its sole and absolute discretion including the event of any accident, printing, administrative, or other error or any kind without prior notice or obligation. The Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Official Rules in any way, at anytime, for any reason without prior notice.

**21.** All intellectual property, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned, or used under license or with permission, by the Sponsor and/or its affiliates, as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its respective owner is strictly prohibited. Geoffrey, Toys "R" Us and R Club are trademarks of Toys "R" Us (Canada) Ltd.

**22. PRIVACY POLICY:** The Sponsor respects your right to privacy. By entering this Contest, each Entrant and nominee and their parent or legal guardian on their behalf expressly consents to the Sponsor, its agents and/or representatives, without notice to the Entrant, storing, sharing and using the personal information submitted with his/her/their Entry only for the purpose of administering the Contest, unless the Entrant otherwise agrees. Persons who do not wish to be contacted should not enter the Contest. The Sponsor's Privacy Policy can be found at: <http://www.toysrus.ca/helpdesk/panel/index.jsp?display=safety&subdisplay=privacy>.

**24. QUESTIONS:** Questions in relation to the Contest can be directed to [www.toysrus.ca/en/contactus](http://www.toysrus.ca/en/contactus).

## **MINI RULES**

MINI RULES \*No purchase necessary to enter. Open to residents of Canada over the age of majority in their province of residence at the time of entry. Contest entry starts 10:00am local time at each applicable Toys"R"Us location on July 5, 2024 and ends at 8pm on July 21, 2024 – entry is available through a scannable QR code at participating locations.

Winner will be selected by random draw on July 23, 2024 with each winner being notified by end of day. Limit of one (1) entry throughout the contest period and must have a nominated eligible child per entry. The odds of winning depend on the number of eligible entries received. Ten (10) prizes are available to be awarded in total. Prize consists of a "dash" toy shopping spree with a maximum value of \$500 CAD, including applicable taxes. Exclusions

include HVM products, gift cards, pre-paid cards, special orders, online orders or pre-order items and Buyer Protection Plan. Limit two (2) Lego items, and three (3) identical or assorted items. Selected winners for participation in the shopping spree and their nominated child (between 4 and 15 years of age) must be available to attend at a participating store location in their province of residency on July 31, 2024, at a designated time. Any and all travel costs to attend the shopping spree event are the sole responsibility of each selected winner. Correct answer of a skill testing question will be required. Contest is subject to the Official Rules, which can be found at [www.toysrus.ca/en/thedashcontest](http://www.toysrus.ca/en/thedashcontest)

**To be translated once above is final.**