

OFFICIAL RULES OF THE LEAD GEN CONTEST (the "Rules")

Kids Hub Club Challenge (the "Contest")

1. ORGANIZER:

This Contest is organized by Save the Children Canada, located at 4141 Yonge Street, Suite 300, Toronto, ON M2P 2A8, Charitable #: 10795 8621 RR0001, hereinafter "Save the Children" or the Promoter.

2. ELIGIBILITY:

The Contest is organized for promotional purposes, through the Internet, exclusively for users over the age of majority who are living in Canada, excluding Quebec residents, ("Contestant"). There is a limit of one entry per person. If it is discovered by the Promoter (using any information and/or evidence available to the Promoter) that any person has attempted to: (i) submit more than one entry; and/or (ii) use multiple Online Accounts (as defined in section 5 of these Rules) to enter or otherwise participate in or disrupt this Contest; then (in the sole and absolute discretion of the Promoter) such Contestant may be disqualified from the Contest and his/her entries voided.

The Contestant must not be an employee or representative of the Promoter or Spin Master and must not be an immediate or second-degree family member of the Promoter's or Spin Master's employees and must not reside in the same household as any employee of the Promoter or Spin Master. Second-degree family members include any grandchild, niece, nephew, aunt, uncle, or grandparent related by blood or marriage.

3. START DATE AND DATE OF COMPLETION:

The Contest will begin on June 1, 2021 at 00:01 am ET and end on August 22, 2021 at 23:59 ET (the "Period of Participation"), both inclusive. All entries must be received by August 22, 2020 at 23:59 ET.

4. PRIZE:

Up for grabs is one prize pack worth 100\$, consisting of the following: Quick Cups, Paw Patrol Ryder's Pup Pad, Hatchimals HatchiBabies, Kinetic Sand Beach Sand Kingdom Playset, Present Pets Minis, Croc n' Roll, Sinister Six Boardgame, Giffee and more!

5. PARTICIPATION REQUIREMENTS:

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR DONATION DOES NOT INCREASE A CONTESTANT'S CHANCES OF WINNING.

- Contestant must sign up online to join the Save the Children's Kids Hub ("Kids Hub") Club newsletter: www.savethechildren.ca/kids-hub/

By participating in the Contest, the Contestant agrees to be fully unconditionally bound by these Rules, and s/he declares and warrants that s/he meets the eligibility requirements. In addition, s/he agrees to accept the Promoter's interpretation of these Rules as definitive and binding in relation to the content of this Contest.

6. WINNER SELECTION:

After the Period of Participation, a random draw will be made among the Contestants, who have fulfilled the conditions established in section 5 of these Rules. Entries will not be judged. The content or quality of an entry will not impact a Contestant's odds of winning.

A potential winner will be chosen randomly using the website Mini Web Tool (<https://miniwebtool.com/random-name-picker/>), which uses a Python random module to generate the winner from all the contestants names entered. There will be one (1) potential winner in total.

Before being declared a confirmed winner, the Promoter will contact the potential winner within five (5) business days following the draw, through email (the "Communication"), and will make a minimum of two (2) attempts to contact the potential winner. Should the potential winner not provide accurate contact information, the Promoter reserves the right, at its sole discretion, to not award the prizes.

Before being declared a confirmed winner, the potential winner, within a period of two (2) business days from the time that the Communication is sent, will each be required to correctly answer a skill-testing question without mechanical or other aid, indicate the acceptance of the prize and provide their ~~address, and telephone number in order to be able to contact him/her and give him/her the prize;~~ and sign and return a declaration of eligibility and a liability/publicity release within two (2) business days of notification. If this information is not produced within the time limit or the skill-testing question is answered incorrectly, the prize will be passed to the first substitute randomly chosen from the remaining eligible Contestants in the manner set out in this section, with the same conditions for its acceptance.

Prizes will only be awarded to eligible Contestants whose verifiable Online Accounts are associated with the selected entries. In the event of a dispute over the identity of a Contestant, the authorized account holder of the Online Account will be deemed to be the Contestant. The potential winner may be required to provide identification sufficient to show that he/she was the authorized account holder of the Online Account, as applicable.

Prizes must be accepted as awarded and are not convertible to cash (except as may be specifically permitted by the Promoter in its sole and absolute discretion). No substitutions except at the Promoter's option. The Promoter reserves the right, in its sole and absolute discretion, to substitute the prizes or components thereof with a prize of equal or greater value, including, without limitation, but at the Promoter's sole and absolute discretion, a cash award.

The Promoter shall have no liability for a Contestant's failure to receive notices due to technical malfunction, spam, junk, other security settings, or for any other reason.

7. ODDS OF WINNING:

Odds of winning depend on the number of eligible entries received.

8. DISQUALIFICATIONS AND PENALTIES:

By participating in the Contest, each Contestant warrants and represents that his or her Contest entry (that meets the criteria set out in Section 5 to these Rules):

- (i) is original to him or her and that the Contestant has all necessary rights in and to the entry submission used to enter the Contest;
- (ii) does not violate any law, statute, ordinance or regulation;
- (iii) does not contain any reference to any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- (iv) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment; and
- (v) is not defamatory or trade libellous, and will not contain, depict, include, discuss or involve without limitation, any of the following:
 - explicit, graphic or excessive sexual activity;
 - crude, vulgar or offensive language and/or symbols;
 - derogatory characterizations of any ethnic, racial, sexual or religious groups;
 - content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
 - personal information of individuals, including, without limitation, names and addresses;
 - commercial messages, comparisons or solicitations for products or services other than those of the Promoter;
 - any identifiable third party products and/or trade-marks or brands;
- (vi) does not contain any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Promoter and/or the Contest Parties in their sole discretion.

If any of the Contestants do not meet the requirements of these Rules, or the data provided to participate are illegible, incomplete, garbled, fraudulent or otherwise invalid, their entry may be deemed null and Contestant will be automatically excluded from the Contest losing all rights to the prizes granted under this Contest. The Promoter also reserves the right in its sole discretion, where possible to edit or modify any entry submission, or to request a Contestant to modify or edit his or her entry submission, in order to ensure that the entry submission complies with these Rules, or for any other reason. The exclusion or request for modification will be communicated by private message to the affected Contestant.

ANY VIOLATION OF THESE OFFICIAL RULES BY POTENTIAL OR CONFIRMED WINNER (AT THE PROMOTER'S SOLE DISCRETION) WILL RESULT IN DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. PUBLICATION OF COMMENTS OR OPINIONS:

Comments or opinions which are considered inappropriate, offensive, injurious or discriminatory, which may infringe rights of third parties, or which otherwise violates the representations and warranties set out in Section 8 to these Rules shall not be permitted. The Promoter is not responsible for the comments made by the Contestants on social networks or platforms as a result of participation in the Contest.

10. DISCLAIMER:

The Promoter is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed computer or telephone transmissions, technical failure, jumbled, scrambled or misdirected transmissions, late, lost, incomplete, delayed, or misdirected entries, or other error of any kind or nature whether human, mechanical or electronic in respect of any Contest entry, Contestant or the administration of the Contest, including but not limited to the processing of any entries. In the event that the Contest is compromised by a virus, bug, unauthorized human intervention or other causes beyond the reasonable control of the Promoter that corrupts or impairs the administration, security, fairness or proper play of the Contest, the Promoter reserves the right in its sole discretion to suspend or terminate the Contest and to award prizes from among all eligible entries received prior to cancellation.

Any attempt to deliberately undermine or damage the legitimate operation of this Contest, including but not limited to any fraudulent claims, may be considered a violation of applicable laws. Should such an attempt be made, the Promoter reserves the right to seek remedies and damages to the fullest extent permitted by law. Any Contestant engaging in any of the foregoing activities will be disqualified and will forfeit any prize that he or she may have won. The decisions of the Promoter with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants. The Promoter does not assume responsibility in cases of force majeure or fortuitous event that could impede the fulfillment of the Contest or the total or partial enjoyment of the prize.

11. INSTAGRAM / FACEBOOK / TWITTER:

The Contest is not sponsored by, endorsed by, managed by or associated in any way with Instagram, Facebook, or Twitter. The Contestants release Instagram, Facebook, and Twitter of all responsibility. The Promoter reserves the right, in its sole discretion, to disqualify any Contestant who violates Instagram's, Facebook's or Twitter's Terms of Service or user policies, as applicable, all in the Promoter's sole determination.

12. CHANGES:

In its sole and absolute discretion, the Promoter reserves the right to modify or extend the Contest, to the extent that it does not prejudice or undermine the rights of the Contestants in the Contest. The Promoter reserves the right to resolve, terminate or unilaterally modify the Contest and Rules if it cannot run as originally planned or if fraud or any other occurrence compromises its fairness or integrity.

13. LIMITATION OF LIABILITY:

By entering the Contest, the Contestant agrees to release and hold harmless the Promoter, Spin Master and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from or in any way relating to: (i) such Contestant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

14. PROTECTION OF PERSONAL DATA:

Information submitted with an entry to the Contest will be used for purposes of Contest administration and is subject to the Privacy Policy on the Promoter's website. To read the Privacy Policy click here: <https://www.savethechildren.ca/privacy-policy/>

By entering this Contest, the Contestant understands and agrees that the Promoter, anyone acting on behalf of the Promoter, and the Promoter's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, the Contestant's entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, and you agree to waive any moral rights therein, all without any further compensation, notice, review, or consent.

15. INTELLECTUAL PROPERTY

By entering this Contest, the participant represents and warrants that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, the participant will be disqualified at the sole discretion of the Promoter. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, participant shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Promoter from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Promoter may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

16. APPLICABLE LAW AND JURISDICTION:

These Rules shall be governed in accordance with the laws of Canada and the Province of Ontario. As a condition of participating in this Contest, Contestant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having



jurisdiction. Further, in any such dispute, under no circumstances shall Contestant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Contestant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Contestant further waives all rights to have damages multiplied or increased.

17. GENERAL:

All entries become the property of the Promoter.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and any disclosures or other statements contained in any Contest-related materials, these Rules shall prevail and govern and control to the fullest extent permitted by law.

Promoter's failure to enforce any term of these Rules shall not constitute a waiver of that term. If any provision of these Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.