

# **NA! NA! NA! SURPRISE GLAM SERIES BACK-TO-SCHOOL SHOPPING SPREE** **SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE  
YOUR CHANCES OF WINNING. MANY WILL ENTER, ONE WILL WIN.**

As a condition of participating in this Sweepstakes, you agree to be fully and unconditionally bound by these Official Rules and the decisions of the Sponsor (as defined below) and waive any right to claim ambiguity in the Sweepstakes or these Official Rules.

## **1. ELIGIBILITY**

Na! Na! Surprise™ Glam Series Back-to-School Shopping Spree Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States, and the District of Columbia who are at least thirteen (13) years old at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor and its affiliates, as well as their immediate family (spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, provincial, territorial, municipal and local laws and regulations and is VOID AND WHERE PROHIBITED OR RESTRICTED BY LAW.

Entrants under the age of majority in his/her state or province (a "Minor") must have a parent/legal guardian consent to his/her participation. Minor entrant's parent/legal guardian must provide consent by agreeing to the Official Rules at the time of entry, or the entry will be disqualified. Proof of identification and parental consent must be provided upon request. If a parent or legal guardian does not provide consent, or if satisfactory proof of identification to confirm the winner's (or the Minor winner's parent/ legal guardian's) identity and personal information provided in connection with the Sweepstakes, including but not limited to, the winner's name and contact information, cannot be obtained, the entry will be disqualified.

## **2. HOW TO ENTER**

The Sweepstakes will be a **one-time drawing** for a prize from entries over a total of fourteen (14) days that begins on August 20, 2021 at 12:00am Pacific Time ("PT") and ends September 3, 2021 at 11:59 pm PT (collectively, the "Sweepstakes Period"). The drawing begins on September 6, 2021 at 12:00am PT and ends on September 6, 2021 at 11:59 pm PT. **You may enter each day of the Sweepstakes Period to win. Only one Prize will be awarded.**

You may participate in the Sweepstakes by completing each of the following: (1) following @NaNaNaSurprise on Instagram, (2) posting a photo of you or your child holding a paper that says "Back to School with Na! Na! Na! Surprise Glam Series!", and (3) tag @NaNaNaSurprise and use the hashtag #GlamSeriesSweepstakes.

Entries must be received no later than 11:59 p.m. on the last day of the Sweepstakes Period. By entering the Sweepstakes, you agree to abide by these Official Rules. All entries must be received during the Sweepstakes Period. Sponsor is not responsible for lost, late, misdirected, damaged or incomplete entries. Any form of entry other than that described herein is void. All entries, regardless of the method of submission, become the property of the Sponsor and will not be acknowledged or returned.

## **3. ENTRY REQUIREMENTS**

The winners will be randomly selected by the Sponsor from all eligible entries received during the Sweepstakes Period in accordance with the Official Rules. By entering the Sweepstakes, you

represent and warrant that your entry is in compliance with these Official Rules. The decision of the Sponsor is final and binding in all respects. Limit of one (1) prize per person, social media account or household.

You agree to indemnify and hold Sponsor harmless from and against any suits, claims, losses, damages and expenses, including reasonable attorneys' fees that Sponsor may sustain from any breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder.

If you use fraudulent methods or otherwise attempt to circumvent the rules, your entry may be disqualified in the sole discretion of Sponsor. In the event of a dispute as to the identity of any person who submitted an entry, the authorized account holder of the email address associated with the Instagram account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address or social media account by an Internet access provider, online service provider or other organization responsible for assigning email addresses or social media accounts for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

#### **4. PRIZES AND ODDS OF WINNING**

One (1) winner will be randomly selected *from the Sweepstakes Period* from all eligible entries received during each day of the Sweepstakes Period by Sponsor in its sole discretion. The winner will receive a Na! Na! Na! Surprise™ Glam Series product collection of six dolls and a \$300 Visa gift card (the "Prize"). There will be only one (1) Prize awarded. The approximate retail value for the Prize is up to (and not exceeding) \$425.94 USD.

Actual/appraised value may differ at time of prize award. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Sponsor. There will be no substitution or compensation for any Prize, or any part of such Prize, if it is forfeited due to the winner's non-compliance with these Official Rules. The right to receive the Prize is non-assignable and non-transferable and no Prize substitution, transfer, cash equivalent or exchange will be allowed except by Sponsor at its sole discretion. Any required tax reporting forms will be furnished to the IRS or CRA, as applicable. **The winner is responsible for the payment of all taxes and for any other costs and expenses associated with the acceptance of the prize.**

By participating in this Sweepstakes you agree to be fully unconditionally bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Sweepstakes. Acceptance of Prize constitutes permission for Sponsor to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

The chances of being selected to win a Prize in this Sweepstakes depends on the total number of eligible entries received during the Sweepstakes Period. Many will enter, one will win.

#### **5. WINNER SELECTION AND NOTIFICATION**

A random draw will be held for the Sweepstakes Period to determine the winner. The winner will be notified directly via Instagram with instructions on how to claim the Prize. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, or fails to correctly complete the skill-testing question, the Prize may be forfeited, and in Sponsor's discretion, may be awarded to an alternate winner.

The winner (or the Minor winner's parent/ legal guardian's) must complete and return an Affidavit of Eligibility and/or Proof of Identity Form provided by Sponsor, as well as any other documentation required by Sponsor in accord with these Official Rules, within three (3) days of notification. If the winner fails to return these documents in three (3) days, or if the prize notification or Prize is unclaimed or returned as non-deliverable, or if winner is found not to be in compliance with these Official Rules, or is otherwise ineligible or disqualified, the winner's Prize will be forfeited. In the event of non-compliance with these Official Rules, or if the Prize or prize notification is unclaimed or returned as undeliverable, the Prize will be forfeited. Any forfeited Prize, at Sponsor's discretion, may be awarded to an alternate winner.

If the Prize is won by a Minor, the required documents must be confirmed and signed by winner's parent or legal guardian, and the Prize will be awarded in the name of his/her parent or legal guardian who will be required to fulfill all requirements imposed on the winner set forth herein.

#### **6. PUBLICITY**

Except where prohibited by law, by entering the Sweepstakes, as a condition of participating in the Sweepstakes, you (or, if a Minor, your parent/ legal guardian) agree to the use by Sponsor and its designees, including partners, of your name, photograph, likeness, statements, biographical information, voice and city and state address for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission, except where prohibited by law. At the option of Sponsor, and except where prohibited, the winner may be required to execute a Publicity Release.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT IF YOU ARE A WINNER, YOUR IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, BEING PLACED ON A WINNERS' LIST.

#### **7. LIMITATION OF LIABILITY**

Sponsor is not responsible for: (1) stolen, lost, late, misdirected, damaged, undeliverable or incomplete, inaccurate, delayed, illegible entries due to technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes related materials; (2) technical failures of any kinds; (3) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (5) technical or human error that may occur in the administration of the Sweepstakes, the sending of entries or the processing of entries; or (6) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use of any Prize. If for any reason your entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, your sole remedy is to submit another entry in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any Sweepstakes and select a winner from entries received prior to the action taken or in such other manner as Sponsor deems fair and equitable.

As a condition of participating in this Sweepstakes, you agree to release, indemnify and hold harmless Sponsor, as well as Sponsor's affiliates, advertising and promotion agencies, the social media sites on which the Sweepstakes is promoted and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of any prize that may be awarded or for any injury or damage to your or any other person's computer or wireless device relating to or resulting from participation in these Sweepstakes or downloading any materials in the Sweepstakes, or inability to access any web site or wireless service associated with this promotion, or any combination thereof. At the option of Sponsor, prize winners may be required to execute a separate Liability Release.

As a condition of participating in this Sweepstakes, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees.

Sponsor reserves the right to modify, change or enhance the eligibility, rules and/or jurisdiction for a particular prize. Any such change or modification will be announced in a manner deemed appropriate by Sponsor, in which case the change, alteration or modification will become effective immediately and will be incorporated and published into the Official Rules. Sponsor shall, however, be under no obligation to make any such change or modification.

Sponsor reserves the right to terminate the Sweepstakes by giving notice as deemed appropriate by Sponsor at its sole discretion, in which case the Sweepstakes will terminate immediately. Sponsor may give email notice of any such cancellation, suspension or termination of play, but shall not be obligated to do so. In the event the Sweepstakes is terminated, the Prize will nevertheless be awarded as provided in these Official Rules.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.**

#### **8. PRIVACY**

Sponsor may collect personal information from you when you enter the Sweepstakes. The information collected is subject to Sponsor's Privacy Policy found at [www.mgae.com](http://www.mgae.com) and clicking on "Privacy Policy."

#### **9. NAME OF PRIZE WINNER**

For the name of the prize winner or a copy of the Official Rules, any person may mail a self-addressed, stamped envelope, to: MGA Entertainment, Inc. 9220 Winnetka Ave., Chatsworth, CA 91311.

#### **10. SPONSOR**

This Sweepstakes is sponsored by MGA Entertainment, Inc. MGA Entertainment, Inc. 9220 Winnetka Ave., Chatsworth, CA 91311 ("Sponsor"). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is completely released of all liability by each participant in this Sweepstakes. You understand that you are providing your information to the Sweepstakes Sponsor and not to Instagram. Any questions, comments or complaints regarding the Sweepstakes should be directed to the Sweepstakes Sponsor.

## **12. GOVERNING LAW**

You agree that the laws of the State of California will govern any and all disputes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your and Sponsor's rights and obligations in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for conflicts of law doctrine, and all proceedings shall take place in Los Angeles, California. By entering this Sweepstakes, you hereby submit to the personal jurisdiction of those courts and waive all objections to that jurisdiction and venue for said disputes.

**CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER, ONE WILL WIN.**

**You have not yet won a prize. The actual odds of winning any prize will depend upon the applicable Sweepstakes as described above. All entries must be received by the Sponsor as indicated above to be eligible for the Sweepstakes. See Official Rules above for complete prize restrictions. Sponsored by: MGA Entertainment, Inc. 9220 Winnetka Ave., Chatsworth, CA 91311**