

# TOYS“R”US, CANADA’S SEARCH FOR THE NEXT CHIEF PLAY OFFICER (CPO) CONTEST

## Official Rules and Regulations

NO PURCHASE IS NECESSARY TO ENTER.

ENTRANT MUST BE A RESIDENT OF CANADA OVER THE AGE OF MAJORITY IN HIS/HER PROVINCE OR TERRITORY OF RESIDENCE AND MUST BE THE PARENT/LEGAL GUARDIAN OF THE CONTESTANT THEY ARE ENTERING, A CHILD AGED 10 to 12.

BY ENTERING THIS CONTEST, ENTRANTS AND THE CONTESTANT AGREE TO ABIDE BY THESE OFFICIAL CONTEST RULES & REGULATIONS (THE “OFFICIAL RULES”). THE DECISIONS OF THE SPONSOR AND ADMINISTRATOR WITH RESPECT TO ALL ASPECTS OF THE CONTEST (DEFINED BELOW) ARE FINAL.

**1. SPONSOR & CONTEST PERIOD:** Toys“R”Us, Canada Search for the Next Chief Play Officer (CPO) Contest (the “Contest”) is sponsored by Toys“R”Us (Canada) Ltd. (the "Sponsor") and administered by Paradigm Public Relations Inc. (“Paradigm” or “the Administrator”). The Contest commences at 8 a.m. Eastern Daylight Time (“EDT”) on June 14, 2018 and will end at 11:59 p.m. Eastern Daylight Time (“EDT”) on August 21, 2018 (the "Contest Period"). Winner will be chosen on November 12, 2018 at 12 p.m. Eastern Daylight Time (“EDT”) in Concord, Ontario.

**2. GRAND PRIZE:** One (1) winner (“Winner”) of the grand prize (the “Grand Prize”), chosen from the up to ten (10) finalists (“Finalists”) will receive a one (1) year long contract with Toys“R”Us (Canada) Ltd. in the role of Chief Play Officer, subject to certain conditions. The Grand Prize will be a combination of toys and monetary payment based on the number of appearances and/or advertising vehicles that Winner participates in, must be accepted as awarded, and is not transferable or otherwise convertible to cash. The approximate Grand Prize value is \$10,000. Winner’s Grand Prize may be considered taxable income and Sponsor will be entitled to deduct such amount as may be required by law. The Winner’s duties may include, but are not limited to, participating in toy training sessions and preparation for media opportunities, serving as a Toys“R”Us Canada spokesperson, taking part in online and promotional videos, and attending charitable and other events. A parent, legal guardian or appointed chaperone must be available to accompany the Chief Play Officer to his/her appearances, which may include travel and must help his/her child/legal ward get prepped for interviews and other opportunities.

**3. ELIGIBILITY:** To enter the Contest, a person must be a resident of Canada who at the time of entry is at least the age of majority in his/her province or territory of residence and is the parent/legal guardian (“Entrant”) of a child between the ages of ten (10) and twelve (12) years old (the “Contestant”), as of June 14, 2018. An Entrant must not be (and have not been such for at least one year prior to the time of entry), an employee, representative or agent of the Sponsor, the Administrator, their respective affiliated and related companies or their advertising or promotion agencies. Entrants must also not be an immediate family member, or 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.

The Contest is subject to all Federal, Provincial and Municipal Laws and Regulations. Participation constitutes Entrants', on behalf of Contestants, full and unconditional agreement to these Official Contest Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Proof of age will be required for the Contest Finalists.

**4. HOW TO ENTER THE CONTEST:** No Purchase is necessary to enter. To enter, an eligible Entrant must visit [www.toysrus.ca/cposearch](http://www.toysrus.ca/cposearch) or [www.cposearch.ca](http://www.cposearch.ca) (the "Website") during the Contest Period and fully complete and submit an Official Entry Form including their complete name, home address, home telephone number, their primary email address and the full name and birthdate of the applicable Contestant and upload a video between one (1) to two (2) minutes in length. The video may be created by the Entrant on behalf of the Contestant or by a professional videographer. If videos are longer than two (2) minutes they will be deemed ineligible. **Video entry must showcase why Contestants believe they should be the next Chief Play Officer and should highlight why they are passionate about toys and highlight their favourite toy, gadget or game. While it is not a contest requirement, Contestants who are fluent in both English and French are preferred. Bilingual Contestants are encouraged to speak both English and French (not a contest requirement however) in the video entry to ensure they can adequately represent Toys"R"Us in both languages.** Limit one (1) entry per Contestant throughout the Contest Period. If an Entrant submits multiple entries on behalf of a Contestant, all subsequent entries (other than the initial entry) will be automatically disqualified. An Entrant may submit entries on behalf of multiple Contestants. Video must not exceed 100MB and must be submitted in one of the following video formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP and 3G2. See the Section entitled "Video Requirements" below for additional requirements. Videos must be uploaded in compliance with the Contest requirements. Video entries that do not meet the specifications or otherwise do not comply with the Official Rules herein may be automatically disqualified.

**5.** 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; and/or (iii) 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 Contest server machine(s). All decisions of the Sponsor are final and binding.

**6.** The Sponsor will not be responsible for late, lost, illegible, mutilated, invalid, unintelligible, falsified, misdirected, inaccessible or incomplete Entries, which will be void. All Entries become the property of the Sponsor upon receipt.

**7. Video Requirements:** Once an Entrant on behalf of the Contestant registers and uploads a video, there will be no access to the original registration information and such entrant will be unable to make any edits or changes. All videos must be original creations of the Entrant on behalf of himself or herself and the Contestant. Submissions must not: (a) violate any third-party

rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain offensive or defamatory statements; (c) include threats to any person, place, business, or group; (d) be obscene, lewd or indecent; or (e) use any personally identifiable information, such as an entrant's address, etc. Any elements that appear in the submission, including images, text, music, audio, speech, or other audiovisual materials used, must be entirely original, created and performed by the Contestant, or be in the public domain. If a submission depicts a third party, that third party must be of the age of majority in his/her jurisdiction of residence and the Entrant must have permission from that third party to grant the rights to the Sponsor described in the "Sponsor's Rights to Entries" section below. By submitting a video, the Entrant represents that (a) the Entrant on behalf of himself or herself and the Contestant is the creator of the submission, (b) the Entrant on behalf of himself or herself and the Contestant owns all rights to the submission, (c) the submission has not previously been entered in any other contest, and (d) the submission has not been previously published in any medium.

**8. Sponsor's Rights to Entries:** By submitting an entry, each Entrant on behalf of himself or herself and the Contestant: (a) irrevocably grants to the Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Entrant's entry as-is or as-edited (with or without using the Entrant's or Contestant's first name and city of residence) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party; (b) forever waives any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude the Sponsor's use of the Entrant's entry, or require any further permission for the Sponsor to use the entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor on the grounds that any use of the entry, or any derivative works, infringes any of the Entrant's rights as creator of the entry, including, without limitation, copyrights, trademark rights, and moral rights or any personality or publicity rights of the Contestant. Prior to video submission on the entry page, the Entrant must comply with rules of the contest, clicking the box which states: I, the Entrant, am the parent/guardian of the Contestant named above, who is between the ages of 10 and 12 as of June 14, 2018. I hereby consent to the Contestant entering this contest. By entering this contest, I agree, on behalf of myself and the Contestant, to be bound by the contest rules and regulations and to the collection, use and disclosure of the aforementioned personal information concerning myself and the contestant by Toys"R"Us (Canada) Ltd for the purposes of administering the contest, in compliance with TRU's privacy policy at <http://www.toysrus.ca/helpdesk/panel/index.jsp?display=safety&subdisplay=privacy>. Only Toys"R"Us (Canada) employees who require such information for such purposes will have access to it. I acknowledge that personal information will be kept by Toys "R"Us (Canada) Ltd. at 2777 Langstaff Road, Concord, Ontario and I have a right to access and rectify such information by submitting a written request to Toys "R"Us (Canada) Ltd., 2777 Langstaff Road, Concord, L4K 4M5.

**9. Judging/Judging Criteria/Finalists:** There will be two judging periods:

- a. Between August 26<sup>th</sup> 2018 and September 3<sup>rd</sup>, 2018 (the “Preliminary Judging Period”), the four judges designated by the Sponsor (the “Judges”) will judge each Contestant based on their eligible submission based on the following equally weighted criteria: 1) Originality, 2) Creativity and 3) Enthusiasm. The Judges will consist of (2) two Sponsor marketing staff and (2) two Paradigm staff. At the conclusion of the Preliminary Judging Period, a maximum of 10 finalists will be selected from the Contestants (the “Finalists”) and will be entered into the final round of judging. The Judges and the Sponsor will only deal with the Finalists and/or Finalists’ parent or legal guardian via email or telephone when fulfilling any stage of this Contest. The odds of being chosen as a Finalist will depend on the number and caliber of entries received.
- b. In order to be declared a Finalist, the selected Contestant’s parent or legal guardian will be required to sign a legal agreement and release (“Release”) that confirms the Entrant and Contestant’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of Sponsor, the Administrator and their respective affiliates, licensors, employees, directors, officers, suppliers, agents and/or sponsors (collectively the “Released Parties”) from any manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, claims, demands and/or liability (including reasonable outside solicitor fees and legal costs) for loss, harm, damages, cost or expense, including without limitation costs, injuries, accidents, losses and damages related to personal injuries, death, damage to, loss or destruction of property, use or misuse or any prize, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties without limitation; and (iv) agreement to Section 8 in the Contest Rules and Regulations entitled Sponsor’s Rights to Entries. The executed Release must be returned within the timeframe indicated by Sponsor or the selected Contestant will be disqualified and any prize forfeited.
- c. Each Finalist will be required to take part in an in-person or online video interview and audition via an online video service of the Sponsor’s choosing between October 15<sup>th</sup> 2018 and October 26<sup>th</sup> 2018. The parents/legal guardian of each Finalist are responsible for coordination to attend the interview and audition in-person or ensuring the Finalist has access to the appropriate online video service prior to their scheduled interview and audition time.

In order to be eligible as a Finalist, the parent/legal guardian/appointed chaperone that will be the primary contact and the Finalist must be available to take part in the interview and audition during the dates and times designated by the Sponsor and the parent/legal guardian must be willing and able to bring their child (if selected as the Winner) to a local Toys R Us store to surprise them with the announcement that they are the new CPO (the “Announcement Event”) at such time as determined by Sponsor in its sole discretion, understanding that the Announcement Event will be covered by media and captured on video and photos which will be shared by Sponsor in any and all media in its sole discretion. The parent/legal guardian must agree to all aspects of the announcement confidential.

Prior to the interview the parent/legal guardian and Finalists must be available to receive a shipment from Sponsor consisting of toys chosen by Sponsor that will be featured by the Finalists during the audition and which each Finalist may keep (“Finalist Prize”). For on-site interviews and auditions the Finalist can choose to have the toys provided at the location of the interviews and audition.

All Finalist Prizes must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. Sponsor reserves the right, in its sole discretion; to substitute any and all of any Finalist Prize for another prize of equal or greater value should all or part of the Finalist Prize become unavailable for any reason.

Approximate retail value of each Finalist Prize is CAD\$100.00. Actual value of Finalist Prize will depend on the final toys chosen by Sponsor. Finalists and parent/legal guardians are not entitled to monetary difference between actual prize and stated approximate prize value, if any.

- d. During the interview and audition, the Finalists will be asked a series of questions to explain why they believe they would make the best "Next Chief Play Officer". In addition, each Finalist's parent/legal guardian/appointed chaperone who is at the interview/audition will also be asked a series of questions to ensure that the parent/legal guardian of the Chief Play Officer is able to play a big role in terms of being flexible and willing and available to work with the Sponsor's team. If a parent/legal guardian of a Finalist does not sufficiently demonstrate these requirements, as determined by the Judges in their sole discretion, that Finalist will be disqualified. The Finalists will be judged on the following equally weighted criteria: 1) Originality, 2) Creativity 3) Enthusiasm. The Judges will choose the Winner at the Sponsor's head office at 2777 Langstaff Road, Concord, Ontario on November 12<sup>th</sup>, 2018 at 12:00p.m EST and will contact each of the Finalists' parent /legal guardian via email or telephone during the week of November 12, 2018 to advise them whether their child has been selected as the Winner, and in the case of the parent/legal guardian of the Winner, to arrange the details of the Announcement Event. Odds of a Finalist being chosen as the Winner are no worse than 1 in 10.
- e. In becoming a Finalist, each Finalist and each of the Finalists' parents/legal guardians agree to not disclose the results of the Contest publicly in any way prior to when the official announcement is made by Sponsor in or around the week of January 7<sup>th</sup>, 2019. Timing of the official announcement may be changed at any time for any reason without notice by Sponsor. Each of the Finalists' parents /legal guardians will be notified via email once the Event Announcement is made.

**10. PRIZE DECLARATION:** To be declared an official Prize winner, each selected Entrant must correctly answer a time-limited mathematical skill-testing question without assistance or mechanical or electronic aid and will be required to sign and return the Sponsor's Release as described above. The Finalist Contestants may also be required to sign (and have his/her parent or legal guardian sign) a release form.

In order to participate in the Prize and/or Grand Prize (as applicable), each Entrant and Winner (and his/her parent or legal guardian on his/her behalf) must agree to be photographed and/or recorded participating in the Announcement Event, and must agree to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest, entry 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.

If a selected Entrant: (a) fails to sign and return the declaration and release form within the timeline indicated by the Sponsor (as applicable); (b) cannot accept (or is unwilling to accept)

the Finalist Prize or the Grand 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 may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Finalist Prize or Grand Prize as applicable) 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 skill-testing mathematical question, he/she 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.

**11. RELEASE:** By entering this Contest in consideration for a chance to win a Prize, each Entrant and Contestant and their parent or legal guardian on their behalf releases the Released Parties from any liability in connection with a Finalist Prize, the Grand 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.

**12. 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 failure of the Website including 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. Entry material/data that has been tampered with or altered is void.

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

**13.** 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.

**14.** In the event of any discrepancy or inconsistency between the terms and conditions of the English version 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, or the French version of these Official Rules, the terms and conditions of the English version of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.

**15.** The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "RACJ") in Quebec, to withdraw or amend this 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 this Contest as contemplated by these Contest Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this 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, subject only to the approval of the RACJ, to cancel or suspend this 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.

**16. QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**17. PRIVACY POLICY:** By entering this Contest, each Entrant and Contestant and their parent or legal guardian on their behalf expressly consents to the Sponsor, its agents and/or representatives, and the Administrator, without notice to the Entrant, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest, unless the Entrant otherwise agrees. For information on Sponsor's use of personal information in connection with this Contest, see the privacy policy posted on Sponsor's website by logging on to <http://www.toysrus.ca/helpdesk/panel/index.jsp?display=safety&subdisplay=privacy>.