## Hot Wheels<sup>™</sup> Legends Tour Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

**Eligibility**. This Hot Wheels Legends Tour Sweepstakes ("Sweepstakes") is open to individuals who are legal residents of the 50 United States and District of Columbia, who are 13 or older, with access to the internet. If entrant is between ages 13-18, a parent or guardian must consent to entry and will be required to provide additional verification if winner is a minor. Void in New York, outside the USA, in Puerto Rico, the US Virgin Islands, and other United States territories and possessions. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.

**Sponsor.** The Sweepstakes sponsor is American Pinball Inc. ("Sponsor"), located at 500 S Hicks Rd, STE 100, Palatine, IL 60067. Sponsor and its parent company, respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes, Sponsor's Dealers and Distributors, including without limitation, the immediate family members of such individuals, are not eligible to participate. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.

**Entry Period**. This Sweepstakes begins on 11/08/2020 at 8:00 PM CST and ends on 11/13/2020 at 11:59 PM CST ("Entry Period").

**How to Enter.** During the Entry Period, visit the Sweepstakes registration page located on Sponsor's website at www.americanpinball.com/sweepstakes or visit Sponsor's Facebook page at http://www.facebook.com/americanpinball and follow the instructions to electronically complete and submit the Sweepstakes entry form. You will be asked to provide basic contact information, including your name, street address, phone number, and email address. (NOTE: You must complete all required fields of the entry form with information that is valid and verifiable on the date of the drawing to be eligible). If entering the Sweepstakes via Facebook, you must be the owner of the email account associated with the Facebook account from which your entry is made. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand you are providing your information to Sponsor and not to Facebook. All entries become the property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, incorrect, damaged, or misdirected entries, tickets or prize claims. Sponsor is further not responsible for problems of any kind related to the Sweepstakes, whether mechanical, electronic, or human.

**Limitations on Entries.** LIMIT ONE ENTRY PER PERSON, REGARDLESS OF METHOD OF ENTRY. No thirdparty entry or entry through any sweepstakes service is permitted. Any person who attempts or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor, will be entirely disqualified. Use of robotic entry devices is strictly prohibited. **Grand Prize.** One (1) Grand Prize will be awarded, which consists of: One Hot Wheels<sup>™</sup> Pinball Machine manufactured by American Pinball, displayed during Hot Wheels<sup>™</sup> Legends Tour (ARV: \$6295). Sweepstakes Winner will be announced on November 14, 2020. The potential winner will be contacted by email or phone call within five (5) days of drawing, to claim the Grand Prize. Potential winner must complete and return an Affidavit of Eligibility, Liability, and Publicity release, and provide Sponsor with at least two valid forms of identification matching entry information, so that Sponsor can verify the Winner. If potential winner is a minor, additional verification will be necessary from the minor's parent or guardian, and once verified, prize will be awarded to the parent/guardian, who will be deemed the Winner for purposes of this Sweepstakes. Winner agrees to accept the Grand Prize "as is" and entrants hereby acknowledge that Sponsor is not in any manner responsible or liable for any warranty, representation, or guarantee relative to the Grand Prize, including warranties provided exclusively by a prize supplier.

Approximate retail value of the Grand Prize is \$6295.00. Any difference between stated approximate retail value and actual value of Grand Prize will not be awarded. Winner must claim and pick up prize (or have a third-party pick up prize) before November 30, 2020, or Winner may forfeit the Grand Prize and Sponsor may select an alternate winner from the remaining eligible entries. All prizes will be awarded. Prizes are non-transferable and no substitution or cash equivalent is permitted, unless prize becomes unavailable. Winner is responsible for federal, state, and local taxes, if applicable. Winner must bear the cost of pick-up and moving the Grand Prize. All other expenses not specifically mentioned herein are solely the winner's responsibility. Winner will be issued a 1099 federal tax form for the value of the prize.

**Drawing**. Winner will be selected in a random drawing from among all eligible entries collected during the Entry Period, and the drawing will take place at Sponsor's principal place of business on or about November 14, 2020. The drawing will be conducted by Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes, or obtained winner status using fraudulent means. If a potential winner or winner is found to be ineligible or not in compliance with these Sweepstakes rules, that potential winner or winner will be disqualified and an alternate winner will be awarded the prize in a separate random drawing.

**Odds.** The odds of winning will depend on the number of eligible entries received, according to the eligibility requirements in the Sweepstakes Official Rules.

WARNING: ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**General Terms.** By entering this Sweepstakes and signing "Waiver of Liability And Hold Harmless Agreement", you promise to abide by the Official Rules and decisions of Sponsor, which will be final and binding in all respects. Sponsor reserves the right, at its sole discretion, to refuse, disqualify or withdraw any entry at any time. Sponsor will not be responsible for any injury, damage or loss of any kind arising out of your participation in the Sweepstakes. YOU AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND ASSIGNS FROM AND AGAINST ANY OR ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES. Except where prohibited by law, by accepting prize, winner grants Sponsor a perpetual, worldwide, royalty-free license to use winner's name, photograph, voice, and/or likeness without further authorization, compensation, or remuneration of any kind for advertising, promotion and other publicity purposes in any and all media now or hereafter known throughout the world.

In the event of a dispute, online entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be asked to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, with or without notice, at any time. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.

**Winner's Name**. To receive the name of the winner, where permitted by law, or a printed copy of the Sweepstakes Official Rules, please contact Sponsor by email at sweepstakes@americanpinball.com.

**Disputes.** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Cook County, Illinois. All issues and questions concerning the construction, validity, interpretations and enforceability of these official rules, entrants' rights and obligations or the rights and obligations of the sponsor in the connection with the Sweepstakes, shall be governed by and constructed in accordance with, the laws of Illinois, without giving effect to any choice of low or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Illinois.

**Privacy.** Information collected from entrants is subject to Sponsors' privacy policy, which can be found at <a href="https://www.american-pinball.com/about/privacy.aspx">https://www.american-pinball.com/about/privacy.aspx</a>.

HOT WHEELS<sup>™</sup> and associated trademarks and trade dress are owned by, and used under license from, Mattel. ©2020 Mattel.

ACTIVE.125434697.01