

**#ThomasObsessedSweeps
Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: #ThomasObsessedSweeps (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least the age of majority in their state of residence (eighteen (18) in most states, nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) at the time of entry. Employees of Mattel, Inc., Pixlee, Inc., ("Pixlee"), HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Mattel, Inc., 333 Continental Boulevard, El Segundo, CA 90245. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on March 2, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on September 25, 2015 at 11:59 p.m. ET (the "Promotion Period") and consists of two (2) entry periods (each an "Entry Period"), as set forth in the chart below:

Entry Period	Start Date	End Date	Approximate Drawing Date
1	March 2, 2015	April 24, 2015	April 29, 2015
2	August 1, 2015	September 25, 2015	September 30, 2015

Pixlee's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are three (3) ways to enter during the promotion period:

- a. **Online:** During each Entry Period, visit www.ThomasAndFriends.com and upload a photo of **your** child/children interacting with a Thomas product, TV show, or with a picture of a Thomas product (no purchase of a Thomas product is required) and follow the links and instructions to complete and submit the registration form including your email address. You automatically will receive one (1) entry into the applicable Entry Period drawing for your qualified photo (herein "Submission").
- b. **Twitter and Instagram:** You will need to use either your Twitter account or Instagram account ("Social Account"). Creating either Social Account is free, but is subject to the applicable terms and conditions (<https://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account that you use to enter must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor. Take the following actions to receive an entry into the applicable Entry Period drawing:

- (1) Follow @ThomasParent on Twitter and @thomasfriends on Instagram;
- (2) Tweet or post to Instagram a photo of **your** child/children interacting with a Thomas product, TV show, or with a picture of a Thomas product (no purchase of a Thomas product is required) and include the hashtag #ThomasObsessedSweeps. You will automatically receive one (1) entry into the applicable Entry Period drawing for your qualified Submission.

All Submissions are subject to the Terms and Conditions at <http://corporate.mattel.com/terms-conditions.aspx> ("Terms and Conditions"). By uploading, Tweeting or posting on Instagram your Submission, you agree that your Submission conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission from its online gallery and disqualify you from the Promotion if it believes that your Submission fails to conform to the Guidelines and Restrictions or if it violates the site Terms and Conditions. Released Parties (as defined in Section 8 below) are not responsible for lost, late, damaged, incomplete, invalid, delayed or misdirected Submissions, which will be disqualified.

Photo Guidelines:

- The Submissions Tweeted or posted to Instagram must meet the requirements of each Social Account;

Content Restrictions:

- The Submission must contain images of entrant's child/children only. No other children may be depicted.
- The Submission must be entrants original work and the entrant must be the parent or legal guardian of any child depicted in the Submission;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage the Sponsor or any other person or party;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may enter one (1) time per Entry Period. Multiple entrants are not permitted to share the same email address, Twitter or Instagram account ("Account"). Any attempt by any entrant to obtain more than one (1) entry per Entry Period by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder;

5. Sponsor's Use of Your Submission Without limiting Section 2 of the Terms and Conditions, the uploading, Tweeting or posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, disclose, sublicense (through multiple levels), transmit, translate, display, and otherwise exploit in any manner whatsoever, such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify (including removing lyrics and music from your Submission and substituting the lyrics and music selected by us), reformat, edit, adapt, publish in searchable format, and remove such Submission and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any Submission for any

purposes whatsoever, including developing, manufacturing, and marketing products and/or services. In order to further effect the rights and license that you grant to Sponsor to your Submission, you also hereby grant to Sponsor, and agree to grant to Sponsor, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness and the name, persona, likeness and voice and the name, persona, likeness and voice of any minor depicted in the Submission, in connection with any Submission, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submission, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. By submitting a Submission, each entrant represents and warrants that: (a) you are the mother, father or legal guardian of the child(ren) depicted in the Entry with all necessary authority to grant the rights herein granted and fully perform entrant's obligations hereunder (including with respect to granting rights regarding entrant's child); (b) you have read, understand and will follow the Official Rules and the Site Terms and Conditions; (c) the Submission complies with these Official Rules and the Site Terms and Conditions; (d) the Submission is your original work and has been legally created and Sponsor's use thereof will not result in any third party obligations or liability to a third party; (e) you own all rights to your Submission, including, without limitation, copyrights, and, that you have received prior written permission from the photographer or videographer if the Submission was photographed/videotaped by someone other than the entrant him/herself; (f) the Submission is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof; and (g) you will indemnify and hold harmless the Sponsor and related entities or agents from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, violation of these Official Rules or the Site Terms and Conditions, your Submission, or your conduct in creating your Submission or otherwise in connection with this Sweepstakes. You waive any right to inspect or approve uses of the Submission or to be compensated for any such uses.

6. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during each applicable Entry Period, on or around the dates listed in the Timing chart above in Section 3. The potential winners will be notified by email, Twitter Direct Message or Instagram Message Direct as applicable. Except where prohibited, each potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") which must be received by Administrator, within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. Each potential First Prize winner will be required to provide his/her name, a valid mailing address (P.O. boxes not permitted), and birthdate to confirm eligibility, within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes:

a. Entry Period 1:

ONE (1) GRAND PRIZE: A trip for four (4) to Thomas Land Edaville USA in Carver, MA. Winner may take the trip from June 2015 when the park has its Grand Opening celebration through December 21, 2015. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Boston, MA; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy); rental vehicle for length of stay; Tickets to the Thomas Land

Edaville USA for two (2) days for four (4) people, and travel agency fees. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. If winner does not take the trip during 2015, the prize will be forfeited. Approximate Retail Value ("ARV"): \$4,990.

FIVE (5) FIRST PRIZES: Fisher-Price® Thomas & Friends™ Wooden Railway Celebration on Sodor Set. ARV: \$100.

- b. Entry Period 2:** ONE (1) GRAND PRIZE: A trip for four (4) to the 2015 Macy's Thanksgiving Day Parade. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home to one of the airports that services New York, NY (departure and arrival airports determined by Sponsor in its sole discretion); ground transportation to and from airport and hotel; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy); Four (4) tickets to Macy's Thanksgiving Day Parade 2015, seats located on the parade route at 76th Street and Central Park West, and travel agency fees. Winner must travel November 25-27, 2015 or prize will be forfeited. ARV: \$7,200. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

FIVE (5) FIRST PRIZES: Fisher-Price® Thomas & Friends™ Wooden Railway Musical Melody Tracks Set. ARV: \$160.

For Trip Prizes: Actual value of each Grand Prize trip will vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail values. Trips must be booked immediately upon winner confirmation. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child/children of winner, travel companions must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Seating and timing to be determined in the sole discretion of Sponsor. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of event.

For All Prizes: Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Total ARV of all prizes: \$13,490.

1) **8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Pixlee, Inc., Twitter, Inc., Instagram, LLC., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes, receipt or use or misuse of any prize, or use of your name, persona and likeness and/or voice, or the use of the name, persona and likeness and/or voice of any minor depicted in the Submission, or any other rights granted to Sponsor, including any claims for including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. You further agree to release and indemnify and hold harmless Released Parties from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Released Parties infringes on your rights as contained in the Submission. You agree that you shall have no right of approval, no claim to compensation or benefit, and no claim (including, without limitation, claims based upon invasion of privacy, copyright infringement, defamation, or right of publicity) arising out of any use or any editing, distortion, alteration, optical illusion, or use in partial or composite form, whether or not intentional. Winners also agrees that Sponsor may, but is not be obligated to use winner's name and the Submission as described in Section 5 and Section 6 in its sole discretion. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to use or refrain from any exploitation of its rights described in Section 5 or Section 6. Winner will indemnify Sponsor, Released Parties and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's, and their child/children's, name, likeness, Submission, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Submission in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all

legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and 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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject and Sponsor's Privacy Policy <http://corporate.mattel.com/privacy-statement.aspx> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

14. Winner List: For a winner list, visit <http://bit.ly/1xVle20>. The winner list will be posted after winner confirmation is complete.

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