

## **The Toys "R" Us Batman Giveaway Official Rules**

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

**1. Eligibility:** The Toys "R" Us Batman Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Toys R Us Inc., Warner Bros. Entertainment Inc., 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:** Toys R Us Inc., One Geoffrey Way, Wayne, NJ 07470. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Sweepstakes begins on June 23, 2015 at 9:00 a.m. Eastern Time ("ET") and ends on June 24, 2015 at 3:00 a.m. ET (the "Promotion Period"). Twitter, Inc.'s and Instagram, LLC's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, there are two (2) ways to enter the Sweepstakes:

- a. Twitter:** Log in to or create your Twitter account and follow @ToysRUUs. Tweet an original message that includes your favorite Batman quote and the hashtag #TRUBatmanSweepstakes. You automatically will receive one (1) entry into the Sweepstakes. Twitter's terms (<https://twitter.com/tos>) apply.
- b. Instagram:** Log in to or create your Instagram account and follow @toysrus. Comment on the Batman Giveaway post made by @toysrus with your favorite Batman quote and mention three (3) friends with whom you have an existing relationship in your comment. You automatically will receive one (1) entry into the Sweepstakes. Posting on Instagram requires a mobile device; therefore, message and data rates may apply. Instagram's terms (<https://help.instagram.com/478745558852511>) apply.

In order for your entry to be valid, your account must be public and thus viewable by the Sponsor and its agents. Each entry you Tweet or post must be unique. Tweets and posts may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any entry that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Tweeting or posting constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display 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. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Tweet or post. Released Parties (as defined in Section 7, below) are not responsible for late, incomplete, invalid, garbled, delayed or misdirected entries, all of which will be void.

Multiple entrants are not permitted to share the same Twitter account or Instagram account. Any attempt by any entrant to obtain entries by using multiple/different 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 associated with the account

used to enter 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. 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 the Promotion Period, on or around June 24, 2015. The potential winners will be notified by the Sponsor via Twitter or Instagram, as applicable. Each potential winner will be required to provide a valid mailing address (P.O. Boxes not permitted), which must be received by Administrator, within five (5) 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 provide the 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. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

## **6. Prizes:**

ONE (1) GRAND PRIZE: *DC Comics: The New 52* Hardcover Book by Geoff Johns (Author), Grant Morrison (Author), Scott Snyder (Author), Paul Cornell (Author), Scott Lobdell (Author), Jim Lee (Illustrator), Rags Morales (Illustrator), Greg Capullo (Illustrator), Doug Mahnke (Illustrator), and Yanick Paquette (Illustrator); signed by Geoff Johns and Jim Lee. Publisher: DC Comics; #10, #11, #12 edition (December 13, 2011). Approximate Retail Value (“ARV”): \$150.

TWO (2) FIRST PRIZES: A Batman: Arkham Knight Collector’s Edition video game, which includes the following: A Custom Art Book (80-page, full color art book showcasing the concept art of Batman Arkham Knight); a Limited Edition Steel Book (Unique Steel Book case and game disc); a Limited Edition *DC Comics Batman: Arkham Knight* #0 Comic Book; three (3) unique skins from *DC Comics: The New 52*; and a Batman memorial statue. ARV: \$99.99. Arkham Knight video game will be for either PS4 or Xbox One, as determined by the Sponsor in its sole discretion.

TEN (10) SECOND PRIZES: A Batman: Arkham Knight game for Xbox One or Sony PS4. Games by WB Games. ARV: \$59.99.

The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. 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.

**7. Release:** By entering, participants agree to release and hold harmless Sponsor, Warner Bros. Entertainment 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 or receipt or use or misuse of any prize.

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

**9. 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.

**10. 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 entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry 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.

**11. 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.toysrus.com/helpdesk/index.jsp?display=safety&subdisplay=privacy>.

**13. Winner List:** For a winner list, visit <http://bit.ly/1kE6KY>. The winner list will be posted after winner confirmation is complete.

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This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram.