Bulls i Toy Scholastic Wings of Fire Giveaway Official Rules

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

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES ("RULES").

1. SPONSOR:

Canspan BMG, located at 3700 St-patrick Ste 314, Montreal, Quebec, H4E 1A2, Canada and Bulls i Toy, located at 5501 Park Ave., Des Moines, Iowa 50321("**Sponsor**").

2. ELIGIBILITY:

Bulls i Toy x Scholastic Wings of Fire Giveaway ("Promotion") is open only to legal residents of the 50 United States and the District of Columbia ("Territory") who are at least eighteen (18) years of age or older at the time of entry (or the age of majority in their jurisdiction of residence, whichever is older). Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of Scholastic, Sponsor or any organizations responsible for administering, fulfilling, advertising or promoting this Promotion and/or their respective parent, subsidiary, affiliated and successor companies (collectively, "Promotion Entities") and their immediate family members and household members are not eligible to enter or receive a giveaway prize. "Immediate family member" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household member" shall mean people who share the same residence at least three (3) months a year, whether related or not. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules (the "Rules") and Sponsor's decisions, which are final and binding in all matters related to the Promotion (that of a parent/legal guardian, if, entrant is a minor). Receiving a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a Giveaway (the "Giveaway").

3. ENTRY PERIOD:

This Promotion begins on Tuesday, March 10, 2025, at 10:00 a.m. Eastern Standard Time ("EST") and ends on Tuesday, March 18, 2024, at 11:59 p.m. EST (the "Promotion Period"). For purposes of these Rules, all times and days are Eastern Standard Time and Sponsor's computer will be the clock for all matters related to this Promotion.

4. How to Enter

To participate in this Promotion, you must have an active Instagram or Facebook account. If you do not have an Instagram or Facebook account, you may download the Instagram or Facebook app from the Apple App Store or Google Play onto a compatible mobile device or visit Instagram or Facebook to create an account according to the instructions provided. Creating an account is free. You must accept the applicable Instagram Terms at Instagram's Terms or Facebook Terms at Facebook's Terms to create an account, and you must be logged in to your account to enter this Sweepstakes.

You may enter on **Instagram** by (i) following **@bullsitoys**, **@tuisutherland**, **and @scholastic** on Instagram; (ii) liking the Giveaway Announcement post; and (iii) tagging at least one friend in the comments of the Giveaway Announcement post. You may tag multiple friends, but this will count as a

single entry. For **one (1) Bonus Entry**, you may (iv) share the Giveaway Announcement post to your Instagram Stories.

You may also enter on **Facebook** by (i) following **Bullsitoys** on Facebook; (ii) liking the Giveaway Announcement post; and (iii) commenting on the post by tagging at least one friend. Similar to Instagram, tagging multiple friends will count as a **single entry**. For **one (1) Bonus Entry**, you may (iv) share the Giveaway Announcement post to your Facebook timeline.

Each person may enter once per platform (one Instagram entry and one Facebook entry) and may earn up to one (1) bonus entry per platform by sharing the post. Entries on Instagram and Facebook are treated separately, and the same person may enter on both platforms for additional chances to win.

If your Instagram or Facebook account is private or if your shared content is otherwise inaccessible to Sponsor, your entry may not be valid. Comments must be in good taste (see Section 5) and otherwise comply with these Rules. Incomplete, misspelled, incorrect, or non-conforming entries will be disqualified.

BY COMMENTING ON SPONSOR'S GIVEAWAY ANNOUNCEMENT, TAGGING A FRIEND, OR SHARING AS REQUIRED, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO THESE RULES AS WELL AS SPONSOR'S TERMS OF USE (LOCATED AT https://www.bullsitoy.com/) ("SPONSOR'S TERMS OF USE"). DO NOT COMMENT, TAG, OR SHARE WITHOUT FIRST REVIEWING THESE RULES AND SPONSOR'S TERMS OF USE.

Use of the Instagram or Facebook app requires a compatible mobile device. Message and data rates imposed by your mobile service provider may apply. Use of Instagram or Facebook requires internet access. Normal internet access and usage charges imposed by your internet service provider may apply.

5. PROHIBITED CONTENT: You agree that your Entry, on each Platform if applicable, will not contain any content that would infringe or violate any right of a third party including without limitation: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights (this includes any trademark, trade name or logo of any third party or naming/referencing/depicting a third party (living or dead) without their written consent); (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation. In addition to the foregoing requirements, Entries may not contain, and Sponsor, in its sole discretion, may disqualify any Entry that: (i) is sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) is obscene or offensive, or endorses any form of hate or hate group; (iv) defames, misrepresents or contains disparaging remarks about Sponsor, or other products, people or companies; (v) contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertises or promotes any brand or product of any kind, without permission, or contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contains copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (vii) contains materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (viii)

communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or (ix) is in violation of any law or regulation. Entries that do not meet the requirements and specifications listed above and that are otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Rules, may be disqualified, as determined by Sponsor in its sole discretion. Once an Entry is submitted, it cannot be modified.

6. LIMITATIONS: Limit one (1) Entry per person per platform (one Instagram Entry and one Facebook Entry) during the Entry Period, regardless of the number of email addresses or Social Media Accounts a person may have or whether more than one person uses the same email address or Social Media Account. Participants may also earn up to one (1) Bonus Entry per platform by sharing the Giveaway Announcement post as specified in Section 4. All Entries must be posted during the Entry Period to be eligible. Proof of submission of Entry does not constitute proof of receipt of same. By entering this Promotion, entrants agree to these Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Promotion and not subject to appeal. Any attempt by a person to use multiple email addresses or Accounts to enter more than allowed by these Rules may result in disqualification at Sponsor's sole discretion. Entries that do not conform to or that violate these Rules or are submitted in any manner other than set forth in these Rules are void and will be disqualified. Any use of automated or programmed methods of Entry are prohibited.

Neither the Promotion Entities, nor any of their respective officers, directors, shareholders, employees, agents or representatives, nor Scholastic Consumer Products, Inc. and its parent, affiliated, and subsidiary, companies and its and their officers, directors, employees, and agents (individually and collectively, "Released Parties") are responsible for any of the following: Entries from persons residing, or physically located, outside the Territory; or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, internet service provider, or other connections; telephone or internet availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software failures, technical errors or difficulties; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Released Parties. Released Parties are not responsible for any changes or unavailability of the Instagram app, Platform or functionalities that may interfere with this Promotion (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for this Promotion as set forth herein) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Instagram direct message, in which case Sponsor, in its sole discretion, may modify or terminate this Promotion.

7. PRIZES: One (1) prize is available to be won. One (1) winner will be randomly selected from all eligible entries. The winner will be awarded one (1) counter display of Bulls i Toy Scholastic Wings of Fire Cutie Cuffs and one (1) counter display of Bulls i Toy Scholastic Wings of Fire Plush Danglers. Approximate Retail Value ("ARV") of the prize: \$179.76. Products and styles may vary.

Elements of each prize will be determined at the sole discretion of Sponsor. Winners are not entitled to exchange or transfer a prize or to obtain cash or other substitutes, except Sponsor reserves the right to substitute a prize or portions thereof of equal or greater value if a prize listed or any portion thereof is unavailable for any reason. Any and all expenses associated with redeeming a prize are not included and are solely each Winner's responsibility. Any depiction of a prize is for illustrative purposes only and may not reflect the actual prize won. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Any portion of a prize not accepted or used will be forfeited and no additional compensation of any kind will be awarded.

All applicable federal, state, local and provincial taxes associated with claiming a prize are the sole responsibility of each Winner. If a Winner is a U.S. resident and the prize value is \$600 or more, Winner may receive an IRS Form 1099-MISC reflecting the actual value of the prize. Awarding of prize may be contingent upon Sponsor's receipt of a validly executed IRS Form W-9.

- **8. ODDS:** Odds of winning depend on the total number of eligible Entries received during the Entry Period.
- **9. WINNER SELECTION AND NOTIFICATION:** On or about March 19, 2025, Sponsor will send a direct message to each potential Winners Account ("**Notification**"). In order to be declared a Winner, you must meet the eligibility requirements in Section 2 above. Upon initial Notification by Sponsor, each potential Winner must contact Sponsor at the email address or phone number provided by Sponsor and provide Sponsor with their contact information (name, email address, U.S. shipping address and/or phone number). In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the email address or Account is registered.

Failure to respond to Sponsor within two (2) days of Sponsor's first Notification attempt, or return of Sponsor's Notification message as undeliverable, may result in disqualification and the selection of an alternate potential Winner, time permitting. The prizes will be awarded, provided they are validly claimed by 48-hours after initial outreach ("Prize Claim Deadline"), after which Sponsor will make reasonable efforts to select alternate Winners, from the valid Entries on the applicable Platform, time permitting. Sponsor is not responsible for changes to the Instagram app, direct message feature, the Instagram comment function or email or telephone functionality issues that may interfere with Winner Notification(s). Potential Winners may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited).

At the sole discretion of Sponsor, disqualification and forfeiture of a prize may result from any of the following: **[a]** potential Winner's failure to respond to Sponsor's Notification as directed and with the required information within two (2) days of Sponsor's first Notification attempt; **[b]** the return of Notification or prize as undeliverable; **[c]** potential Winner's failure to provide Sponsor with satisfactory proof of identity and eligibility; **[d]** potential Winner's failure to validly claim a prize by the Prize Claim Deadline; **[e]** potential Winner's failure to make their Social Media Account(s) public and viewable by Sponsor as described above; and **[f]** any other non-compliance with these Rules.

10. Publicity

Except where prohibited by law, participation in the Promotion constitutes each winner's consent (that of a parent/legal guardian, if participant is a minor) 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. All uses of a winner's information are in

accordance with our Privacy Policy and in compliance with the Children's Online Privacy Protection Act ("COPPA").

11. CONDITIONS: By entering this Promotion and/or accepting a prize you may win, you agree that: [a] you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; [b] you will abide by and be bound by these Rules and Sponsor's decisions regarding this Promotion, which shall be final, binding, and not subject to appeal; [c] the Entry shall become Sponsor's property and will not be acknowledged or returned; [d] you release and hold harmless the Released Parties, and Meta Platforms, Inc. from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from participation in this Promotion, including without limitation, the Entry process or selection of an Entry, the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prizes, participation in this Promotion or any Promotion-related activity and/or any interaction with, or downloading of Promotion information; [e] Winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use Winner's name, address (city and state, province or territory only), voice, likeness, photograph (including without limitation, such Winner's Account profile photo), biographical and prize information and/or statements about this Promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, acts or regulations by Meta Platforms, Inc., or other matters beyond Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of this Promotion, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify these Rules or to cancel, modify, terminate or suspend this Promotion, and in such event, to select the Winners by such method as Sponsor in its sole discretion shall consider equitable; [g] Released Parties are not responsible for typographical or other errors in the offer or administration of this Promotion, including but not limited to: human error, errors in the advertising, Rules, selection and announcement of the Winners and distribution of each prize; [h] Sponsor has the right, at any time and at its sole discretion, to disqualify any individual, it suspects to be doing any of the following: (1) tampering or attempting to tamper with the entry process or the operation of this Promotion, the Instagram Platform, Sponsor's Instagram Account; (2) violating these Rules; (3) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Promotion property, Platform or service; (4) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, defraud, threaten or harass any other person; or (5) for any other good cause as determined by Sponsor in its sole discretion; [i] because any attempt by any individual to damage or undermine the Instagram Platform or undermine the legitimate operation of this Promotion is a violation of these Rules as well as criminal and civil laws, in the event Sponsor believes or becomes aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [j] Released Parties do not make any representation, warranty or guarantee, express or implied, relating to this Promotion or to the prizes; [k] 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); [I] any portion of a prize not accepted or used by a Winner will be forfeited; [m] Released Parties are not responsible for any inability of a Winner to accept or use a prize for any reason (or any portion thereof); [n] Sponsor has the right to modify the prize award procedures at its sole discretion; and [o] Released Parties are not responsible for the cancellation, postponement or unavailability of

elements of a prize, and, if that should occur, that element of a prize will be substituted with a prize element of equal or greater value, as determined by Sponsor in its sole discretion.

- 12. DISPUTES: Entrant agrees that: (a) any and all disputes, claims and causes of action at law or in equity arising out of or connected with this Promotion, or the prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, special 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of lowa, without giving effect to any choice of law or conflict of law rules (whether of the State of lowa or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of lowa and shall be solely and exclusively brought in courts within Polk County, lowa.
- **13. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Promotion is subject to Sponsor's privacy policy located at http://bullsitoy.com ("**Privacy**").

This Promotion is in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc. You understand that you are providing your contact information to claim a prize you may win to Sponsor and not to Meta Platforms, Inc.