



2020 Hot Wheels® Legends Virtual Tour Contest

OFFICIAL RULES

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **SPONSOR OBTAINS RIGHTS FROM GRAND PRIZE WINNER OF THIS CONTEST TO DESIGN, CREATE AND COMMERCIALY SELL A HOT WHEELS® CAR THAT IS IDENTICAL OR NEARLY IDENTICAL TO THE WINNER'S CUSTOM VEHICLE.**
- **THIS CONTEST, INCLUDING ANY ENTRY METHOD, MAY BE CANCELED OR POSTPONED BY SPONSOR, IN FULL OR IN PART, AT ANY TIME, INCLUDING FOR REASONS DUE TO THE ONGOING PANDEMIC (E.G., CORONAVIRUS/COVID-19).**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH ANY THIRD PARTY DIGITAL PLATFORM USED FOR ONLINE SUBMISSIONS OR ONLINE CONTESTS, SUCH AS YOUTUBE OR FACEBOOK.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The 2020 Hot Wheels® Legends Virtual Tour Contest (the “Contest” and each virtual livestream event offered hereunder is individually referred to herein as an “Event”)) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) states in the United States (including the District of Columbia), Canada (excluding Quebec) and who are at least eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Mattel, Inc. (“Sponsor”, “us” or “we”), the ID Agency (“Administrator”), Exxon Mobil Corporation, any third party platform providers hosting entries or livestreaming each Event (such as YouTube and Facebook), and each of their parent companies, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, vendors, sublicensees, distributors and other prize suppliers (collectively, the “Contest Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize. For purposes of this Contest and each Event, ‘immediate family members’ are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and ‘those living in the same household’ shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By entering or participating in any Event during the Contest, entrants agree to be bound by these “Official Rules” and the decisions of the Judges (defined below) and/or Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.

2. Event Entry Periods. Each Event will have different entry periods (each an “Entry Period”). Each Entry Period shall begin and end at the times/dates specifically disclosed on the Contest Website (defined below).

3. How To Enter. To participate and enter an Event, individuals will need a YouTube account (“YouTube Account”). If you don’t already have a YouTube Account, visit www.youtube.com to create a YouTube Account; creating a YouTube Account is free. By submitting your information and creating a YouTube Account, you will be required to agree to the

YouTube terms of service and privacy notice. If you do not agree to YouTube's terms of service and privacy notice, you cannot create a YouTube Account or participate in the Event. Once logged into your YouTube Account, you must follow the instructions in any advertisement or other call-to-action provided in any message sent by Sponsor that indicates there is an opportunity to win a prize. The call-to-action will require potential entrants to create a video featuring a custom vehicle you own, with the following segments, and if there are any additional requirements, they will be listed on the Contest Website:

(a) Include a 'walkaround' segment (up to two (2) minutes in length) featuring your custom vehicle (film it horizontal in landscape) (and do not add a music soundtrack); and

(b) Include a 'beauty' segment (up to two (2) minutes in length) featuring your custom vehicle (film it horizontal in landscape) (and do not add a music soundtrack) (you should show the entire vehicle in frame at least one (1) time when shooting this segment).

Please ensure you combine both segments outlined above into one (1) long-form video file (collectively, a "**Submission**") and post it to your YouTube Account with the title: "**Hot Wheels Legends Virtual Tour Contest Entry**" and in the description of your YouTube post include the unique hashtag "**#HotWheelsLegends**". After you have posted your video to your YouTube Account, next, during the Entry Period for the applicable Event, visit www.hotwheels.com/legends ("**Contest Website**") (or other website specifically advertised in the call-to-action) for a description of the Contest and the official entry form. Each individual who wishes to enter an Event will be asked to submit a link to their Submission posted on YouTube via an official entry form, which may include, among other things, his/her full name, address (no P.O. Boxes), email address, gender, date of birth and related registration information as prompted. For purposes of each Event, a Submission is a video that follows the technical, creative, and legal requirements disclosed on the Contest Website and elsewhere in these Official Rules. Entry to the Contest is free. All entry information requested on the entry form is required in order to participate in the Contest and applicable Event. Each entrant's Submission must comply with the requirements set forth in these Official Rules, including, without limitation, the content guidelines set forth above.

Limit of one (1) entry per person for the entirety of the Contest. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the entrant.

Vehicle customizations must comply with all specifications or requirements called for on the Contest Website and other advertising for the Contest. Except for materials that are in the public domain, each vehicle customization, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum. Except for materials in the public domain, customizations on vehicles must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials that infringe third party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification. Vehicle customizations must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, or (e) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).

4. Intellectual Property Rights In Submissions. Entrant, upon submission of his or her Submission to the Contest, irrevocably grants to the Contest Entities, and each of their licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submissions, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including,

without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrants or any third party, except for the awarding of the prize to the Winners in this Contest. Entrants agree that during the applicable Entry Period, other than posting on YouTube as required for the Contest, they shall not make, and shall not permit, any other public use, display or distribution of the Submissions, and they shall maintain all rights without encumbrances so that, if Sponsor desires, entrants can assign all rights in and to Submissions if selected as a Winner. Contest Entities, and each of their successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Contest Entities will have the right to use the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a Winner, Sponsor may request that the entrant's Submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor and Administrator shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the Submissions submitted. All Submissions that are posted on or through the Contest Website or elsewhere are available to be viewed by anyone with access to the Internet.

Each entrant acknowledges that Submissions are not being submitted in confidence or in trust to Contest Entities and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that the Contest Entities and other entrants may have created ideas and concepts contained in their Submissions that may have familiarities or similarities to his/her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Submissions and there is no obligation for any Contest Entity to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Contest Entities, whatsoever. Submissions are not confidential and the Contest Entities' only obligations to entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Entrant, by participating in the Contest, except where legally prohibited, grants permission for Contest Entities and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Administrator reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Submission in order to grant Sponsor the rights required herein in a form acceptable to the Contest Entities. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

5. Representations, Warranties and Indemnity. By entering the Contest, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that his or her Submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Submissions) are wholly original with such entrant and are not a copy or imitation of any other material or entrant has all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) 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. Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and that he or she has complied and has obtained all permissions, licenses and consents that are necessary for the submission of the Submission and the use of the Submission and to verify compliance with the foregoing requirements. Entrant agrees to provide to Administrator, at Administrator's request, copies of all such permissions,

licenses and consents. Sponsor reserves the right, in its sole discretion, to disqualify and/or not to post on the Contest Website any Submission that Sponsor determines does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant, or to require the entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission, or any images, text and materials depicted therein, to any other third party. Further, entrant represents and warrants that Sponsor's use of any Submission, including any images, text and materials depicted therein, shall not violate an agreement to which such entrant has signed. Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Contest activities.

6. Determining the Winners. During each Event, at the date, time and digital distribution platform announced on the Contest Website, each Submission will be reviewed by a team of judges (the "**Judges**"), assembled by Sponsor or any of the participating third party sponsors for the applicable Event, who will review and judge all Submissions based on the following judging criteria (collectively, the "**Judging Criteria**"), with the exact date, time and distribution platform for the Judges to review all eligible Submissions to be announced on the Contest Website:

- a. The Hot Wheels® Story Behind Your Build: 20%;
- b. Design: 20%;
- c. Authenticity: 20%;
- d. Garage Spirit: 20%; and
- e. Performance & Fun: 20%.

Based on the total score the Judges assign to each Submission using the Judging Criteria for each Event: one (1) winning Submission will be ultimately selected by the Judges as the "**HW Legends**" winner. Additionally, based on a fan vote described on the Contest Website, one (1) winning custom vehicle will be ultimately selected as the "**Mobil 1 Fan Favorite**" winner for each Event. The "**HW Legends**" winner and the "**Mobil 1 Fan Favorite**" winner are each a potential "**Winner**", subject to confirmation that the potential Winners have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Winner. There will be two (2) total Winners for each Event (unless otherwise announced on the Contest Website) and the prizes awarded to each type of Winner as described in Section 8 below (or otherwise described on the Contest Website). Sponsor reserves the right to revise or change the Winner categories and number of Winners at each Event by posting updated information on the Contest Website.

7. Winner Notification. Each potential Winner of an Event will be notified at the end of, or in a commercially reasonable time after, the conclusion of each Event or as otherwise indicated on the Contest Website. The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. The potential Winners will be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "**Prize Acceptance Documents**") within two (2) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, the prizes will be forfeited and, at Sponsor's discretion, an alternate winner selected. Parents or legal guardians of a Winner under the age of majority in his/her state/province of residence may be required to also sign the Prize Acceptance Documents in order for the Winner to be qualified to receive his/her prize. Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines a prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winners.

8. Prizes and Values. The specific details of the prizes awarded for each Event will be posted on the Contest Website and are subject to change in Sponsor's sole discretion.

(i) Sponsor will be awarding each Mobil 1 Fan Favorite Winner a prize package to be provided and announced by Mobil 1 on the Contest Website, that may include a year's supply of Mobil 1 oil. The ARV of this prize package will be announced by Mobil 1.

(ii) Sponsor will be awarding each HW Legends Winner: (i) a trophy; and (ii) HW Legends Tour merchandise as identified on the Contest Website, such as a t-shirt, pin or hat, with an ARV of \$10.00.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with his/her prizes, the Sponsor may elect, to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a winner (and/or his or her companion) engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prizes are 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). Prize winners will be solely responsible for all federal, provincial/territorial, state, and local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prizes received. Unclaimed prizes will be forfeited. Additional details of each prize awarded to each Winner for each Event will be provided on the Contest Website and/or at time of prize award.

9. Grand Prize Competition. Each HW Legends Winner from each Event that are completed as part of this Contest (including any other 2020 HW Legends Winner(s) from previously held 2020 Hot Wheels Legends Tour contests) and HW Legends international event winners from contests being conducted outside of the United States, will each have their Submission judged by a new group of Judges who review each Submission using the Judging Criteria (the "**Grand Prize Competition**"). Based on the total score the Judges assign to each vehicle using the Judging Criteria, one (1) winning custom vehicle will be ultimately selected and the individual who owns the custom vehicle will be the potential "**Grand Prize Winner**", subject to confirmation that the potential Grand Prize Winner has met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Grand Winner. There will be one (1) Grand Winner for the Grand Prize Competition.

The Grand Prize Winner of the Grand Prize Competition may have their custom vehicle (the "**Winning Vehicle**") made into a Hot Wheels® die-cast toy car (subject to Sponsor's sole discretion in all aspects of developing such a Hot Wheels® die-cast toy car, including whether and how to negotiate with the manufacturer of the original vehicle to make the toy car as modified) that will be commercially sold and distributed by Sponsor. If, in Sponsor's sole discretion, Sponsor decides not to make the Winning Vehicle into a Hot Wheels® die-cast toy car, is unable to secure all necessary rights to do so, or decides to make modifications to the toy version of the Winning Vehicle, Grand Prize Winner shall have no right to approve or disapprove Sponsor's decision(s) and will receive no additional compensation. Grand Prize Winner will have no approval rights over the design, distribution or sale of the Hot Wheels® die-cast toy car made of the Winning Vehicle. At the request of Sponsor, Grand Prize Winner will sign additional documents to effectuate the build of the Hot Wheels® die-cast toy car. As part of the development of the Grand Prize, Grand Prize Winner irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the designs associated with their custom vehicle, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, including to sell and distribute a toy based thereon and a digital replica, throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Grand Prize Winner or any third party, except for the awarding of the prize to the Grand Prize Winner. Without limiting the foregoing, Sponsor will have the right to use Grand Prize Winner's custom vehicle, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Grand Prize Winner hereby forever waives and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Grand Prize Winner's custom vehicle. Grand Prize Winner agrees that Sponsor shall have the sole discretion in determining the extent and manner of use of the custom vehicle and are not obligated to use or sell any toy. Grand Prize Winner, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes

without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Grand Prize Winner agrees that they are not entitled to receive any compensation for having their custom vehicle sold as Hot Wheels® car or other toy and waive any and all rights to receive any compensation.

10. General Conditions. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor, may be disqualified and all associated entries voided, all in Sponsor's sole judgment. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner(s) from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. **CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. Release. By participating in the Contest, entrant agrees to release, discharge and hold harmless the Contest Entities, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"), from and against and any and all claims, liability, costs, losses, damages or injuries (including bodily injury or death) of any kind arising out of or related to entrant's participation in the Contest and/or related to any prize or prize component (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest or travel to/from Contest events; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest.

12. Publicity Release. Subject to applicable law, Winners irrevocably grant the Released Parties, and each of their licensees, and its and their successors, assigns and sub-licensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration, except for the awarding of the prizes to the Winners.

13. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

14. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

15. Dispute Resolution. The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

16. No Obligation to Use. Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

17. Dates & Deadlines/Anticipated Number of Contestants. Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest or any Event offered as part of the Contest.

18. Further Documentation. If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then entrant agrees to sign the same upon Sponsor's request therefor.

19. List of Contest Winners / Official Rules Requests. To receive any legally required list of the Winners, send a stamped self-addressed envelope to: Hot Wheels® Legends Virtual Tour Contest Winners List, id agency, 1375 E. 6th Street | Suite 3, Los Angeles, CA 90021 within sixty (60) days of expiration of the last Entry Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Hot Wheels® Legends Virtual Tour Contest Winners List, id agency, 1375 E. 6th street | Suite 3, Los Angeles, CA 90021 prior to the end of the last Entry Period.

20. Identification of Sponsor and Administrator. This Contest is sponsored by: Mattel, Inc., 333 Continental Boulevard, El Segundo, CA 90245-5012 and administered by id agency, 1375 E. 6th Street | Suite 3, Los Angeles, CA 90021. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

21. Information Submitted. As a condition of entering the Contest, entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, such as Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used by Sponsor and/or Administrator to communicate with entrants in relation to this Contest, and/or on a Contest Winner's list. Any personally identifiable information collected during an entrant's participation in the Contest is subject to Sponsor's Privacy Policy, available at <https://www.mattel.com/en-us/privacy-statement>, and by submitting an entry, entrant agrees to Sponsor's terms of use (<https://corporate.mattel.com/en-us/terms-and-conditions>).

22. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.