

# LeapFrog® “I Scream, You Scream, We All Scream for Ice Cream” Sweepstakes

## Official Rules

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

### 1. Sponsor

These are the Official Rules of the LeapFrog’s “I Scream, You Scream, We All Scream for Ice Cream” Sweepstakes (the “Sweepstakes”). The sponsor and administrator of this Sweepstakes is LeapFrog Enterprises, Inc., 6401 Hollis Street, Emeryville, CA 94608, U.S.A. (“Sponsor”).

### 2. Eligibility

The Sweepstakes is open only to legal residents of the fifty (50) United States (including District of Columbia) (the “Territory”), who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, its parent, subsidiaries, affiliates or agencies, legal advisors and suppliers (individually “Entity” and collectively, “Entities”) and the immediate family (i.e. spouse, parents, siblings and children) and household members of each Entity are not eligible. All applicable federal, state, and local laws and regulations apply. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

### 3. Entry Periods

**The Sweepstakes begins on Monday, August 14th, 2017 at approximately 9:00 a.m. Eastern Standard Time (“EST”) and ends on Thursday, August 24th, 2017 at 11:59 p.m. PST (the “Sweepstakes Period”).** Sponsor’s computer is the official time-keeping device for the Sweepstakes.

### 4. How to Enter the Sweepstakes

There are two ways to enter the Sweepstakes:

**Method (1): Follow the instruction to enter the Sweepstakes on Sponsor’s Facebook page.** To enter the Sweepstakes you must be a registered member of Facebook. If you are not a registered member of Facebook, please visit <http://www.facebook.com> to register for an account. Registration for and use of Facebook and other Facebook applications are subject to Facebook’s terms and conditions. Sponsor has no responsibility with respect to Facebook registration and use. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook.

By entering the Sweepstakes you agree to all of the terms and conditions of Sponsor’s Privacy Policy, which is available at <http://www.leapfrog.com/en/corplinks/privacy.html>.

**LIMIT ONE (1) ELIGIBLE ENTRIES PER PERSON REGARDLESS OF ENTRY METHOD.** Any entry which exceeds this entry limit will be disqualified. Multiple completed survey forms submitted from a single email address will not increase your chance of winning. Any attempt by a person to enter the Sweepstakes more than once (1 entry) by using different email addresses or LeapFrog accounts may result in disqualification at the discretion of the Sponsor. Multiple participants are not permitted to share the same email address or LeapFrog account. No mechanically reproduced entries permitted. Entries using macro, robotic, scrip or other forms of automatic entry will be

disqualified. If there is a dispute as to the identity of the entrant, the Prize will be awarded to the authorized account holder of the email address. The “authorized account holder” is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each winner may be required to show proof of being the authorized account holder of the email address. Incomplete entries are void. Sponsor is not responsible for lost or misdirected entries or entries not received by the Sweepstakes Period deadline. Normal Internet access and usage charges imposed by your online service may apply.

## **5. Prize**

Potential winners will receive one (1) of two (2) total Prizes. **The Prize is one (1) Scoop & Learn Ice Cream Cart™.** Approximate Retail Value (“ARV”) is \$39.99. Limit one (1) Prize per person.

The Prizes are non-transferable, and no substitutions or cash redemptions or equivalents will be permitted except at the Sponsor’s sole discretion. Sponsor reserves the right to substitute any Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Prizes will be mailed to winners within approximately six (6) weeks of the end of the Sweepstakes Period. Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

**Odds of winning depend on the number of eligible entries received.**

## **6. Winner Drawings and Notification**

The potential winners will be selected based on random drawing, conducted within one (1) week after the close of the Sweepstakes Period. Sponsor will notify potential winners via email to the address provided by the winner upon entry of the Sweepstakes. It is your obligation to: (1) keep an active email account that will allow you to receive notification of the winning drawing and (2) to notify Sponsor in writing of any change to your contact information before the end of the Sweepstakes Period. Each potential winner will be required to respond to the winner notification email within 72 hours from the time Sponsor sends the email notification in order to claim the Prize. If the potential winner cannot be contacted, fails to respond within the required time period or fails to comply with any other term of these Official Rules, that potential winner forfeits the Prize. Winning is contingent upon fulfilling all requirements of these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will select another winner via random drawing. Prizes will be only be fulfilled after winner verification. Please allow four (4) to six (6) weeks after winner verification for Prize delivery.

## **7. Winner Verification**

Any potential winner of this Sweepstakes is subject to verification by Sponsor. Winner will be required to sign and return a declaration of eligibility and release of liability within the time frame specified by Sponsor. Sponsor’s decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any Prize unless and until entrant’s eligibility, and/or winners have been verified and entrant has been notified that verification is complete. If selected winner is ineligible or fails to timely return the completed and executed affidavit and release as required by Sponsor, prize may be forfeited and at the sole discretion of Sponsor, and an alternate winner may be selected.

## **8. Publicity**

The acceptance of any Prize by a winner shall constitute and signify winner’s agreement and consent that Sponsor and its designees may use the winner's full name, city, state, likeness, quotes, photo, entry or prize information (collectively “Submission”) in any manner the Sponsor deems fit including, but not limited to, in connection with

Sponsor's exploitation of the Submission for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, without limitation and without further payment, notification, approval, permission or other consideration, except where prohibited by law.

## **9. Release**

By participating, you agree to release and hold harmless the Sponsor and its 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 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 entrant's participation in this Sweepstakes or receipt or use or misuse of any Prize, as well as or any claim or cause of action based on publicity rights, infringement of intellectual property, defamation, or invasion of privacy arising from any materials you have submitted in connection with your participation in this Sweepstakes.

## **10. Limitations of Liability**

Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by you, 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 offer or administration of the Sweepstakes, including but not limited to errors in the advertising, Official Rules, selection and announcement of the winners and distribution of the prizes or the processing of entries; (5) any inability of any winner to accept or use any prize for any reason; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use or misuse of any prize.

## **11. Disputes**

Except where prohibited, you agree 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 Northern District of California, U.S.A. or the appropriate California State Court located in Alameda County, California U.S.A.; (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 you be permitted to obtain awards for, and you 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 you and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California U.S.A., without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California, U.S.A.

## **12. Winner List**

To obtain a copy of the winners list, send an email to [community@leapfrog.com](mailto:community@leapfrog.com), subject: "Request for 2017 LeapFrog Ice Cream Cart Sweepstakes Winner's List".