



## MEGA Brands' PLAYTOGETHER CONTEST

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

Many will enter, few will win.

To enter the contest you must be a lawful permanent resident of the U.S. or Canada and must be over the age of majority in your country or state of residence at the time of entry. Contest is void in Quebec, Maryland, Florida, Hawaii, Puerto Rico, U.S. territories and possessions outside of the United States and Canada and where restricted or prohibited by law or where subject to registration requirements. Do not proceed in this site if you are not a legal resident of the United States or Canada, or if you are a resident of Quebec, Maryland, Florida, Hawaii, Puerto Rico, or of any U.S. territories or possessions outside of the continental United States at the time of entry. This contest shall only be construed and evaluated according to the continental United States and Canadian law.

ENTRANTS RESIDING IN AREAS WHERE THE CONTEST IS VOID ARE INELIGIBLE TO WIN PRIZES. Only one entry is allowed per electronic or residential address. Multiple entries from the same electronic or residential address will void all entries from that electronic or residential address. Limit one (1) prize per individual/household.

#### 1. Prize eligibility

Contest open to Canadian and continental U.S. residents over the age of majority, with the exception of the resident of the Province of Quebec, Maryland, Florida, Hawaii, Puerto Rico and other U.S. territories and possessions outside of the United States and Canada. Residents of Canada must be at least 18 years old.

MEGA Brands, its employees as well as employees of its parent companies, promotion and advertising agencies, sales representatives, distributors, agents, subsidiaries, and affiliated corporations, (collectively "Promotion Parties") and the household members of each of the above are not eligible to participate.

#### 2. Registration

The **MEGA BRANDS' PLAYTOGETHER.COM CONTEST** will run from November 16, 2007, at 12:01 a.m. (Eastern Standard Time) to December 31, 2007 23:59 p.m. Participants must complete the registration form available on MEGA Brands' web site at <http://www.megabrands.com/megaclub> by entering their first name, last name, country, zip/postal code, phone number (optional) and email address. Entrant must fill out all mandatory fields to be eligible to win.

Participants may also register by regular mail by printing the registration form on MEGA Brands' web site at <http://www.playtogether.com/contest> filling every mandatory fields and sending to **MEGA Brands Inc. Consumer Services/ Playtogether.com Contest, 4505 Hickmore, Montreal, Quebec, Canada H4T 1K4**. The entries received by regular mail will be entered in the electronic database by MEGA Brands' authorized representative and shall be received

between November 16, 2007, at 12:01 a.m. (Eastern Standard Time) to December 31, 2007 23:59 p.m. (Eastern Standard Time). For all entries received by regular mail, the postal stamp will be proof of the reception date. MEGA Brands is not responsible for late, lost, misdirected, or incomplete entries.

### 3. Prizes

#### DESCRIPTION OF THE PRIZES AND VALUE

The verifiable retail value of the prizes was calculated in American dollars. The verifiable retail value value of the prizes indicated in Canadian dollars is for your information only. The exchange rate used is the following: 1,00 \$ CDN for 1,00 \$ U.S

Prize: The randomly selected winner will win the equivalent of \$250 (approximate verifiable value) worth of MEGA Brands products.

**\*Subject to availability of the products at the time of winning. MEGA Brands reserves the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and are not redeemable for cash or credit, in whole or in part. Prizes must be accepted as awarded. No substitution of prizes is permitted except by MEGA Brands in its sole discretion.**

### 4. Draw

The prizewinner will be selected in an electronic random draw, before witnesses, held in Montreal, Quebec, Canada H4T 1K4. The draw will be held on January 1<sup>st</sup>, 2008 at 12:00 a.m. (Eastern Standard Time) One winner per draw, one prize per winner.

### 5. Skill Testing Question

Selected entrant will be required to answer correctly a time-limited mathematical skill-testing question as a condition of receiving a prize. The potential winner will receive an e-mail message directing him to an URL address containing the mathematical skill-testing question. If the potential winner answers this skill-testing question correctly, he or she will automatically be transferred to a confirmation page where the prize awarded is described. If the potential winner fails to answer this skill-testing question, he or she will automatically be transferred to a page indicating that the answer is incorrect and that he or she has lost all his privileges as a winner. If a selected entrant is unable to answer the skill-testing question, the selected entrant will be deemed to have forfeited the prize in question and MEGA Brands shall be entitled to select a new name from the qualified entrants.

### 6. Notification and Distribution

Prizewinner will be notified by e-mail ONLY within two weeks from the date of the draw, at the e-mail address indicated on its entry Registration Forms. If the prizewinner does not claim his or her prize within 5 working days of being notified, an alternate winner will be selected according to the rules from all remaining eligible entries received. Prize will be distributed within sixty (60) days after the prizewinner claims his or her prize. Prize will only be delivered to the confirmed winner. The winner's identity will be available on MEGA Brands' web site at

<http://www.playtogether.com/contest> from the date of confirmation of the identity of a winner. Accordingly, the winner will have to consent to the public use of its name and city of residence on MEGA Brands' web site as a prior condition for receiving the prize.

Except where prohibited or restricted by law, the winner's entry and acceptance of the prize constitutes permission for MEGA Brands to use said winner's name, initials, photograph, likeness, statements, biographical information, voice, and city and state address on a worldwide basis, in perpetuity, and in all forms of media whether now known or hereafter devised, without further compensation. MEGA Brands makes no representation or warranty that any videotape, photograph or likeness of any winner will be broadcast or used otherwise in any manner.

## 7. **Conditions**

Before being declared a winner, entrant may be required to sign a Declaration of Compliance with the Official Rules and a Release of Liability (collectively the "Declaration and Release Documents"), releasing MEGA Brands, its advertising and promotional agencies, parents, subsidiaries, affiliates, representatives and agents of the foregoing and all of their respective directors, officers, owners, partners, employees, consultants, agents, representatives, their successors and assigns (collectively, the "Releasees") from any liability in connection with this Contest or the prizes. Declaration and Release Documents will be sent to winning entrants together with their notification and must be returned within 7 business days of the date indicated on the documents or the prize will be forfeited.

All claimed prizes will be awarded. In the event a prizewinner is unable to redeem any or all of the prize components for reasons beyond the control of MEGA Brands, no compensation or substitutions will be provided. The winner will be required to provide proof of age and identify and confirm compliance with all Contest Rules before being declared a winner. In awarding prizes the decision of the Contest Judges is final.

If a selected entrant fails to provide proof of identity, refuses to sign and return the Declaration and Release Documents, or is found to have violated the rules of the Contest or otherwise does not meet all Contest conditions, the selected entrant will be deemed to have forfeited the prize in question and MEGA Brands shall be entitled to select a new name from the qualified entrants.

**Odds of winning the prize are dependent on the total number of entries received in the relevant entry period preceding the selection of the winner and on the quality of the entries submitted.**

## 8. **Laws and Regulations**

All federal, provincial, and municipal laws and regulations apply. Any Contest entries not complying with any applicable federal, provincial and municipal laws or regulations will be considered to be null and void. All applicable taxes and insurance fees are the sole responsibility of the prizewinner. All decisions of MEGA Brands are final and binding in all matters relating to this Contest. By participating, entrants agree to be bound by these Official Rules and the decisions of MEGA Brands and waive any right to claim ambiguity in the Contest or these Official Rules.

In case of discrepancy between the French text and the English text of the contest rules, the English text prevails.

9. **Important Information**

Entrants will be deemed to be the authorized account holder of the e-mail address submitted on the Registration Form at the time of registration. "Authorized account holder" is the natural person to whom an e-mail address is assigned by an Internet access provider, online service provider, or other organization (e.g., business, educational institution etc.) responsible for assigning individual e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of MEGA Brands and will not be returned to entrants. A potential winner may be requested to provide MEGA Brands with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. All games ideas submitted on the Play Together website shall be the sole property of MEGA Brands and you agree that by participating in this contest and submitting the game ideas you hereby grant to MEGA Brands Inc. a non-exclusive, royalty-free, worldwide license (with the right to sublicense through unlimited levels of sublicenses) to use for commercial purposes, copy, modify, adapt, translate, publicly perform, publicly display, store, reproduce, transmit, sell and distribute such game ideas on and through MEGA Brands Inc. services and/or products and the Megabrand.com website or any other medium.

10. **Conduct**

By entering the Contest, you agree to be bound by these Official Rules. Entrants who have not complied with these Official Rules are subject to disqualification. Entrants further agree to be bound by the decisions of MEGA Brands, which shall be final and binding in all respects. MEGA Brands reserves the right at their sole discretion to disqualify any individual they find to be (i) tampering with the entry process or the operation of the Contest or Website; or (ii) acting in violation of the Official Rules. You agree to not knowingly: (i) interfere in or cause any interruption of the Contest; (ii) prevent others from participating in the Contest; or (iii) obtain or modify another user's non-public account information without their consent. Any use of automated devices is prohibited. MEGA Brands reserves the right to cancel or modify the contest in whole or in part in the event of technical or other difficulties.

11. **Caution**

**IF IT IS DISCOVERED IN THE ORDINARY COURSE OF RUNNING THE CONTEST THAT ONE PERSON HAS ATTEMPTED TO ENTER MORE THAN ONCE A DAY ON OUR WEBSITE OR BY MAIL, THAT PERSON MAY BE DISQUALIFIED FROM THE CONTEST. MEGA BRANDS ALSO RESERVES THE RIGHT TO DISQUALIFY SUCH CONTESTANTS FROM FURTHER CONTESTS CONDUCTED BY MEGA BRANDS WITHOUT FURTHER NOTICE. MEGA BRANDS RESERVES THE RIGHT TO REJECT ANY SUBMISSION DEEMED INAPPROPRIATE FOR THE PLAYTOGETHER.COM CONTEST.**

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MEGA BRANDS RESERVES THE RIGHT TO CLAIM DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

MEGA BRANDS, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO DISQUALIFY ANY PERSON TAMPERING WITH THE ENTRY PROCESS, THE OPERATION OF THE WEB SITE OR WHO IS OTHERWISE IN VIOLATION OF THE RULES. IT FURTHER RESERVES THE RIGHT TO CANCEL, TERMINATE OR MODIFY ANY GAME WHICH IT IS UNABLE TO COMPLETE AS PLANNED, INCLUDING INFECTION BY COMPUTER VIRUS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION OR TECHNICAL FAILURES OF ANY TYPE.

Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way. In the event of a dispute as to the identity of an entrant, the entry will be deemed to be submitted by the established holder of the Internet account associated with the entry.

## **12. Limitations of Liability**

BY ENTERING, ENTRANTS ACKNOWLEDGE AND AGREE THAT MEGA BRANDS AND THE RELEASEES, AS DEFINED AT SECTION 7 ABOVE, SHALL NOT BE RESPONSIBLE FOR, AND ENTRANTS SHALL HOLD THEM HARMLESS FROM, ANY AND ALL CLAIMS, DAMAGES, INCLUDING COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, COSTS AND EXPENSES AND LIABILITIES DUE TO ANY LOSSES OR INJURIES TO ANY PERSON, INCLUDING DEATH, OR PROPERTY OF ANY KIND ("LOSSES") WITH RESPECT TO OR IN ANY WAY ARISING FROM OR IN CONNECTION WITH IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST DAMAGES OR LIABILITY

MEGA BRANDS AND RELEASEES ARE NOT RESPONSIBLE FOR ANY LOSSES IN CONNECTION WITH (i) INCORRECT OR INACCURATE INFORMATION FOR ANY REASON, INCLUDING IF CAUSED BY WEB SITE USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS IN THE CONTEST, (ii) PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR COMMUNICATIONS LINE FAILURE, COMPUTER ON-LINE-SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, DATA TRANSMISSION FAILURE OF E-MAIL, OR ANY TECHNICAL PROBLEMS OR TRAFFIC CONGESTION, (iii) ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES OR (iv) DAMAGES TO ENTRANTS OR TO ANY OTHER PERSON, INCLUDING DAMAGES TO THEIR COMPUTER SYSTEM, RELATED TO OR RESULTING FROM ENTERING, PARTICIPATING OR DOWNLOADING MATERIALS IN RELATION WITH THE CONTEST.

FOR GREATER CERTAINTY, MEGA BRANDS IS NOT RESPONSIBLE FOR ANY LOST, LATE, INCOMPLETE, ILLEGIBLE, MUTILATED, POSTAGE DUE, INCOMPREHENSIBLE OR MISDIRECTED ENTRIES, BUGS, FAILURES IN SERVERS, HARDWARE OR SOFTWARE TRANSMISSION FAILURE OR LOSS, DELAYED OR CORRUPTED DATA TRANSMISSION, NOR ASSUME RESPONSIBILITY IN THE EVENT OF A POSTAL STRIKE OR INTERRUPTIONS IN POSTAL SERVICE OR ANY OTHER RELATED DELAYS FOR ANY REASON.

IF, FOR ANY REASON, THE CONTEST CANNOT RUN AS PLANNED OR THE PRIZES CANNOT BE AWARDED, INCLUDING BY REASON OF INFECTION BY COMPUTER VIRUS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL

FAILURES, OR ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF MEGA BRANDS WHICH CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THE CONTEST, MEGA BRANDS RESERVES THE RIGHT TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE CONTEST AT ANY TIME WITHOUT PRIOR NOTICE TO THE ENTRANTS. IN SUCH EVENT, NO ENTRANTS WILL BE SELECTED OR ELIGIBLE TO WIN ANY PRIZE AFTER THE DATE OF SUCH TERMINATION AND WINNERS WILL NOT BE PROVIDED WITH A SUBSTITUTE PRIZE OR CASH EQUIVALENT.

RESTRICTIONS, CONDITIONS, AND LIMITATIONS APPLY.

**Rules:** To receive an additional copy of the Official Rules, send a self-addressed, stamped envelope to: **MEGA Brands Inc, Consumer Services/ PLAYTOGETHER.COM Contest, 4505 Hickmore, Montreal, Quebec, Canada H4T 1K4.** You may also visit [www.Playtogether.com/contest](http://www.Playtogether.com/contest) for the Official Rules.

**13. Trade Marks and Copyright**

Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

Sponsor: MEGA Brands Inc, 4505 Hickmore, Montreal, Quebec, Canada H4T 1K4

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