

# K'NEX GOLDEN TICKET SWEEPSTAKES FEATURING MARIO™

## OFFICIAL RULES



Mario™



Luigi™

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THIS SWEEPSTAKES**

**A PURCHASE WILL *NOT* INCREASE YOUR CHANCES OF WINNING**

**A TOTAL OF TEN THOUSAND ENTRIES WILL BE ACCEPTED\*.**

**NINE THOUSAND NINE HUNDRED AND NINETY FIVE ACCEPTED ENTRIES WILL RECEIVE A FREE LUIGI™ K'NEX FIGURE (pictured in a photo above).**

**FIVE ACCEPTED ENTRIES WILL RECEIVE THE FREE MARIO K'NEX FIGURE (pictured in a photo above), and *THOSE FIVE* ACCEPTED\* ENTRIES WILL WIN A “GOLDEN TICKET.”**

## **SO MANY WILL ENTER, AND FEW WILL WIN**

**Kids: It's very important for your safety that your parents know what you are doing when going online, and what websites you are visiting. The terms of entry constitute a contract, and therefore, if you are under the age of 18, you must have your parent or legal guardian's permission to enter and win. We're going to be especially careful in checking on all of the 5 Grand Prize winning entrants, and anyone who has not given us the correct age information on the entry form, or who has not really gotten their parent's approval, will be disqualified. So, be sure to tell your parent or guardian *now* that you are entering this Sweepstakes, and make sure you have his/her permission!**

\*For an entry to be complete and accepted, and therefore eligible to receive one of the Mario or Luigi figures, we will need the parent/guardian of anyone under the age of 18 to supply a mailing address and confirm date of birth within the time limits set forth below.

**1. SWEEPSTAKES PERIOD:** The K'NEX Golden Ticket Sweepstakes featuring Mario (called "Sweepstakes" in these Official Rules), begins at 4:00 P.M. Eastern Time on June 13, 2011 and ends at 3:59 P.M. Eastern Time on July 15, 2011, all according to the main computer time clock at K'NEX.

All information gathered in conjunction with this Sweepstakes will be solely used for the purposes of getting the free Mario or Luigi K'NEX figures to the mailing addresses of the accepted Ten thousand entrants, and of communicating with the five Grand Prize winning entrants and/or their parent or guardian, if the entrant is under the age of 18. No commercial or other use will be made of the entry information, such as e mail addresses, mailing addresses, names, dates of birth, etc., except by K'NEX, which may use such for statistical purposes. No outside agency or entity will retain any information after the ten thousand accepted entries, and the five winners of the contest have been notified, verified, all ten thousand Mario figures have been sent out ,and all five Grand Prize winners have been accredited and approved.

Additionally, information regarding the five Grand Prize winners will be retained by K'NEX for the purposes of legal reporting, tax reporting, and public relations, if any.

**2. ELIGIBILITY:** The Sweepstakes is open to legal residents (meaning the place you call home) of the United States, including Washington, D.C., (except residents of Maine, and residents of Puerto Rico, U.S. Territories or possessions) and of Canada (except those of the Province of Quebec), who are over the age of 6 at the time of entry. Employees of K'NEX Brands or its subsidiaries or affiliates, or any other individual or company involved in the development or execution of the Sweepstakes, and members of their immediate families (parent, child, sibling and their respective spouses) and same households of each, whether or not related, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state, provincial, and local laws and regulations. Void where prohibited by law. Eligibility will be determined by Sponsor (K'NEX-see below) in its sole discretion.

### **3. HOW TO ENTER:**

Entrants may enter **once** per calendar day/per email address.

Visit the website [www.knex.com/mariogoldenticket](http://www.knex.com/mariogoldenticket) and complete an official entry form. The completed entry form must be submitted in accordance with the online directions during the Sweepstakes Period. Incomplete forms will be disqualified, and incorrect information supplied by entrant will be grounds for disqualification.

For an entry to be complete and **accepted**, and therefore eligible to receive one of the Mario or Luigi figures, we will need the parent/guardian of anyone under the age of 18 to supply a mailing address and confirm date of birth within the time limits set forth below.

So, upon initial registration by a child under the age of 18, the parent of the entrant will be sent an email (via the email address provided upon registration), notifying them that their child (identified by first name) is one of the 300 entries per day entitled, *if their parent approves*, to receive a completely free K'NEX figure, as per the described chances of winning, and shown above, and further, explaining that **just 5 Grand Prize Winners out of 10,000** accepted entrants will be randomly chosen to receive a Mario figure accompanied by a Golden Ticket.

In the reply email from the Parent/Guardian to K'NEX, the Parent/Guardian will be given a box to check to elect to opt-out their child's entry, and prevent the entry from being accepted for any figures and/or prizes offered in the Sweepstakes. So, if the Parent/Guardian opts to have the child removed from the Sweepstakes, their child's initial and any subsequent entry from the same email address will not be accepted. The child will receive a message that their Parent/Guardian has decided that they do not want that child to participate in the promotion.

If the Parent/Guardian does not respond to either validate the child's registration, or to opt-out as described above, within the 48 hour time period indicated on the emailed notification, their child's initial and any subsequent entry from the same e mail address will not be accepted, and K'NEX will have no further obligation regarding the child's entry not being included among the ten thousand accepted entries.

In *either* of these scenarios, *neither* a *Luigi* figure *nor* any of the five randomly chosen *Mario* figures with a Golden Ticket will be sent to the child.

In the prize notification qualification email, K'NEX will ask the Parent/Guardian to provide the home mailing address so that the free *Luigi* or *Mario* K'NEX figure can be sent.

For further information, parents are invited to check out:

the link to the K'NEX Privacy Policy,  
[http://www.knex.com/About\\_KNEX/privacy\\_policy.php](http://www.knex.com/About_KNEX/privacy_policy.php) ,

and the link to the K'NEX homepage, [www.knex.com](http://www.knex.com).

**4. PRIZES:** Only three hundred properly completed entries will be accepted each day for the length of the Sweepstakes Period (except that Four hundred will be accepted on the last scheduled day of Sweepstakes).

However, in the event that a parent/guardian opts their child out, or does not respond to our email requesting verification within the permitted time period, an additional entry from someone else will be allowed on a

subsequent day, so that *the total of ten thousand figures (five of which will be the Mario with Golden Ticket) will be awarded* per the general terms of the Sweepstakes. K'NEX reserves the right to extend the contest if required, due to opt-outs, non-responding parent, or other considerations requiring extra day(s), to ensure that all ten thousand figures are sent out.

There will be a total of **Five Grand Prize Winners** of the K'NEX Golden Ticket Contest. Five K'NEX Golden Ticket envelopes will be randomly added to the nine thousand nine hundred ninety five envelopes containing a Luigi, by an officer of the fulfillment agency handling the actual mailing of the free figures, prior to the beginning of the Sweepstakes.

Each of the five Golden Tickets will provide that Grand Prize winner with information on whom to contact at K'NEX to confirm their winner status. Winners, or their parent/guardian (if under 18) will need to call a specified K'NEX employee's *toll free* number, and will need to provide the unique code that is printed on the Golden Ticket. Once they have verified the code with the specified K'NEX employee, each of the Five Grand Prize Winners, or their parent/guardian (if under 18), is required to send a clear and readable photograph or photocopy of the ticket to K'NEX, either by e mail attachment, by fax, or by U.S. or Royal Canadian mail to the specified K'NEX employee, who will acknowledge receipt and acceptance.

All confirming phone calls must be made with K'NEX no later than 4 P.M. Eastern Time on August 1, 2011, and receipt of a photograph or photocopy must be received by K'NEX no later than 4 P.M. Eastern Time on August 8, 2011. In the event that less than five of the Grand Prize winners confirms receipt with K'NEX by the August 1, 2011 deadline, or fail to confirm with the photograph or photocopy by the deadline on August 8, 2011, the remaining Grand Prize(s) will be awarded by random selection made by the fulfillment house doing the collating and mailing, from the total number of properly completed entries over the course of the Sweepstakes Period, and such Grand Prize winner(s) will be notified by email and express delivery. Verification of entry information and parental/guardian approval will be made subsequent to that. (Other Grand Prize winners are not eligible under such random selection.)

The five Grand Prize winners will each receive:

- Nintendo's Wii™ System (model RVLSWAAA, RVLSWRP2, or similar model of equal or greater value, depending upon reasonable availability) with a Suggested Retail Value of **\$199.99!!**
- Each set in the K'NEX Mario Kart™ Wii Building Toy Line: this includes 18 separate K'NEX sets, and the total suggested retail price for these 18 sets is **\$635.82!!**

(Please note K'NEX is introducing these over the next 8 months, and therefore, not all sets will be available at the Sweepstakes' close. Sets not available at the time of winners' status verification will be sent at K'NEX' cost via UPS to the winners' addresses. Please allow up to three weeks for delivery of the K'NEX sets available at the time of Grand Prize Winners' original verification.)

- A trip\*\* for three to K'NEX headquarters in Hatfield, PA. You will meet K'NEX designers, tour the factory where K'NEX parts are made, have lunch with us, and tour the design area and warehouse at our Hatfield location!!

\*\* K'NEX will reimburse *actual expenses* up to \$2,000 per Grand Prize winner for transportation from your home to Hatfield, PA (in the Philadelphia metropolitan area), and for one room in a hotel for two nights for each of the Grand Prize winners, and two other people, one of whom must be his/her parent/adult guardian if under 18. Winner, or Parent/guardian if under 18, will be responsible for making travel arrangements and will be reimbursed by K'NEX after the trip, upon submission to K'NEX of relevant transportation and lodging invoices/receipts. All meals, incidentals, car rentals, and additional expenses are the responsibility of the parent/guardian. Tour date must be scheduled with a K'NEX representative no later than September 1, 2011. Winner tours must occur between September 1, 2011, and March 30, 2012. If a winner is unable to schedule the trip between those dates, that portion of the prize package will be forfeited, and no cash or other substitution for such will be made by K'NEX. No costs will be reimbursed for anyone else accompanying the three people described above.

**5. Prize Winner Notification and Verification:** Winning is subject to verification of eligibility by K'NEX of the entrant's compliance with these Official Rules, and K'NEX's decision regarding such shall be final. Potential Grand Prize Winners, or their Parent/Guardian if under 18, will be required

to complete an information form, and return same, properly executed, per the timeline set forth above. Failure to return any or all documents as specified, a Grand Prize or Grand Prize notification being returned as undeliverable, or potential winner not complying with any term of these Official Rules, may result in the participant being disqualified and that Grand Prize may be awarded to a potential alternate winner.

If a Canadian resident is a potential accepted winner, he or she will be required to correctly answer a time-limited, age appropriate, skill-testing question without being given any assistance, in order to be eligible to receive the Grand Prize. If the potential accepted winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited and an alternate potential winner will be chosen.

Entry constitutes permission to post winner's name on the Sponsor's website and the use of the winner's name and hometown for purposes of advertising without further compensation unless prohibited by law.

All prizes will be awarded in the name of the parent or legal guardian of any winner under 18. All U.S., Canadian, state/provincial, and local taxes, if any, are the responsibility of the winner. A U.S. form 1099, or Canadian equivalent, if applicable, will be issued in the name of the parent.

#### 6. Sponsor:

The Sponsor of this Sweepstakes is:

K'NEX Brands, LP ("K'NEX")  
2990 Bergey Road  
Hatfield, PA 19440

**7. General Terms and Conditions:** Sponsor (K'NEX), Nintendo (not a sponsor), their affiliates, and each of their respective employees, shareholders, directors, officers, members, personnel, agents and assigns are not responsible for lost, late, illegible, incomplete, garbled, or misdirected entries, mail or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of

information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or data corruption, theft, destruction, unauthorized access to or alteration of entry materials. Sponsor is not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive email messages. The use of automated software or computer programs in connection with this Sweepstakes is prohibited and any individual who uses or attempts to use such methods in connection with this Sweepstakes will be disqualified. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Sweepstakes, and reserves the right, in its sole discretion, to cancel, terminate or suspend this Sweepstakes should any virus, bug, bots, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or otherwise affect the administration, security, fairness or proper conduct of the Sweepstakes. CAUTION: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to disqualify and/or seek damages from any such entrant to the fullest extent permitted by law. Sponsor also reserves the right, at its sole discretion, to disqualify any entrant from any other promotion conducted by Sponsor, now or in the future, if entrant's fraud or misconduct affects the integrity of this Sweepstakes. All taxes are the responsibility of the winner. Any data collected through this contest will be handled in accordance with Sponsor's privacy policy.

#### **8. Release:**

By participating in this Sweepstakes, each entrant, and his parent/guardian, if under 18, accepts the conditions stated in these Official Rules, agrees to abide by and be bound by the decision of the Sponsor regarding the Five Grand Prize winners, and warrants that he/she, or their child, if the child under the age of 18, is eligible to participate in this Contest. **LIMITATION OF LIABILITY: BY ENTERING THIS CONTEST, AND ACCEPTING PRIZE, WINNER AGREES TO RELEASE SPONSOR (K'NEX), NINTENDO, AND ANY PARENT, SUBSIDIARY, AFFILIATED OR SUCCESSOR ENTITIES, AND ITS OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, OFFICERS, MEMBERS, PERSONNEL, AGENTS, AND ASSIGNS, INCLUDING, WITHOUT**

**LIMITATION, ITS OR THEIR AGENTS, ADVERTISING, OR PROMOTION AGENCIES, FROM ANY AND ALL LIABILITY, LOSS, ACTION, DEMAND, CLAIM OR DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THIS CONTEST, THE AWARDING, RECEIPT, AND/OR MISUSE OF ANY PRIZE, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITIES. NEITHER SPONSOR, NINTENDO, NOR ANY PARENT, SUBSIDIARY, AFFILIATED OR SUCCESSOR ENTITIES, OR ITS OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, MEMBERS, PERSONNEL, AGENTS OR ASSIGNS, WILL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INJURY, LOSS, ACTION, DEMAND, CLAIM, OR OTHER LIABILITY OF ANY KIND ARISING IN CONNECTION WITH PARTICIPATION IN THE CONTEST OR ANY PRIZE AWARDED. BY ACCEPTING THE PRIZE, WINNERS AGREE TO HOLD SPONSOR, NINTENDO, THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, PERSONNEL AND ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS AND LIABILITY ARISING OUT OF THE USE OF THE PRIZE OR ANY OTHER PARTICIPATION IN THE CONTEST. WINNERS ASSUME ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THIS PROMOTION OR MISUSE OF ANY PRIZE.** Participants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize 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 Contest, but in no event attorneys' fees; and (c) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to, claim punitive, incidental and consequential damages and any other damages, other than 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 PRECEDING SENTENCE MAY NOT APPLY TO YOU.

The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, which shall have sole jurisdiction.

## **9. Prizes/Odds of Winning**

**The odds of winning a Grand Prize are 5 in 10,000.**

Total approximate value (suggested retail value) of all five Grand Prizes is: \$14,179.

Total approximate retail value of the Luigi K'NEX figures is: \$20,000.

**Winner's List:** List of 5 Grand Prize winners will be available by mailing a stamped, self-addressed envelope by September 1, 2011 to: "K'NEX Golden Ticket" Contest, Legal Department, K'NEX Brands L.P., 2990 Bergey Road, Hatfield, PA 19440.

NO PURCHASE NECESSARY.

MANY WILL ENTER, FEW WILL WIN

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