

MEGA™ HOLIDAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The MEGA™ Holiday Sweepstakes ("Sweepstakes") is sponsored by Mattel, Inc. ("Sponsor"), 333 Continental Boulevard, El Segundo, CA 90245-5012.

- 1. SWEEPSTAKES PERIOD & OVERVIEW:** The Sweepstakes begins at or about 12:00 PM Eastern Time ("ET") on October 23, 2017 and ends at 11:59:59 PM ET on November 20, 2017 ("Sweepstakes Period"). The independent third-party Sweepstakes administrator's ("Administrator") computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Sweepstakes ("Sweepstakes Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. If an entrant enters the Sweepstakes from a mobile device, the entrant's wireless service provider may charge the entrant for applicable data charges. Not all mobile telephone/wireless providers carry the service necessary to participate in the Sweepstakes. Entrants should consult their wireless service providers regarding their pricing plans. Message and data rates may apply. Entrants should review their mobile devices' capabilities for specific app instructions.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may enter the Sweepstakes by using the following methods:
 - A. Instagram:** An entrant may (i) log on to his/her Instagram account, (ii) follow both MegaBloks and MegaConstrux accounts on Instagram (if he/she does not already follow them), and (iii) post one (1) original photograph of the entrant's child/legal ward opening presents ("Photo") with a caption that includes why the entrant likes to give or receive construction toys as gifts for children and the hashtags #MEGAHolidays and #Sweepstakes to receive one (1) entry ("Instagram Entry"). Note: The Instagram Entry must be a new Instagram post, i.e. the Photo may not have been posted on Instagram prior to the Sweepstakes Periods. Placing the hashtags #MEGAHolidays and #Sweepstakes on an existing Instagram photograph posted prior to the start of the Sweepstakes Period will not be considered a valid Instagram Entry. A unique Photo may only be submitted once. If the same Photo is posted more than once, all subsequent Instagram Entries submitted in the Sweepstakes using that same Photo may be void, and the entrant may, in Sponsor's sole discretion, be disqualified.

An entrant must follow both MegaBloks and MegaConstrux and have a non-private Instagram account to enter the Sweepstakes and maintain such non-private account for at least sixty (60) days after the Sweepstakes Period ends to be eligible to win/claim a prize for potential winner notification purposes. Due to the way Instagram operates its service, Sponsor may not receive Instagram Entries from Instagram users with “protected” updates/private post (i.e., an entrant has set his/her account so that only people the entrant has approved can view his/her updates).

To participate in the Sweepstakes via Instagram, an entrant must already have or create a non-protected Instagram account. An entrant may create an Instagram account at no cost by downloading and installing the Instagram application on his/her mobile device. Use of Instagram will be subject to that service provider’s privacy policy and terms of use, which can be found at: <http://instagram.com/about/legal/privacy>. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, and Instagram does not have any responsibility or liability regarding the conduct or administration of the Sweepstakes or prizes. Entrants agree to release Instagram from any and all liability associated with this Sweepstakes.

- B. Twitter Entry:** An entrant may (i) log on to his/her Twitter account, (ii) follow both @MegaBloks and @MegaConstrux (if he/she does not already follow them), and (iii) compose a Tweet that includes a Photo and why the entrant likes to give or receive construction toys as gifts for children and includes the hashtags #MEGAHolidays and #Sweepstakes to receive one (1) entry (“Twitter Entry”).

To participate in the Sweepstakes via Twitter, an entrant must follow @MegaBloks and @MegaConstrux and have a non-private Twitter account to enter the Sweepstakes and maintain such non-private account for at least sixty (60) days after the Sweepstakes Period ends to be eligible to win/claim a prize for potential winner notification purposes. Due to the way Twitter operates its service, Sponsor may not receive Twitter Entries from Twitter users with "protected" updates (i.e., an entrant has set his/her account so that only people the entrant has approved can view his/her updates).

To participate in the Sweepstakes via Twitter, an eligible entrant must already have or create a non-protected Twitter account. An entrant may create a Twitter account at no cost by logging on to <https://twitter.com>. Use of Twitter will be subject to that service provider’s privacy policy and terms of use, which can be found at www.twitter.com/privacy. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter, and Twitter does not have any responsibility or liability regarding the conduct or administration of the Sweepstakes or prizes. Entrants agree to release Twitter from any and all liability associated with this Sweepstakes.

Instagram Entries and Twitter Entries are hereinafter referred to individually as an “Entry” and collectively as “Entries”.

By entering the Sweepstakes and using the hashtags #MEGAHolidays and #Sweepstakes, each entrant hereby agrees to be bound by the terms and conditions of these Official Rules. Each entrant hereby understands and agrees that, at Sponsor’s sole discretion, his/her Entry may be posted to Sponsor’s website, Twitter feed, Instagram feed, any of Sponsor’s other social media properties and/or websites, and/or other websites or social media accounts associated with the Sweepstakes or Sponsor. Submitting an Entry constitutes entrant’s grant to Sponsor, its parents and affiliates, and the employees, officers, directors, licensees,

designees, agents, successors and assigns (collectively, "Grantees"), of a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, post, distribute, publish or create derivative works from and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights entrant is granting to use the Entry. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Each entrant hereby acknowledges that such entrant does not reserve any rights in or to the Entry. The displaying of an Entry on any website/social media platform does not constitute verification of eligibility or compliance with these Official Rules and all Entries and entrants remain subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor at its sole discretion.

Entrants agree that Sponsor has the right, but not the obligation, to use and/or otherwise display the Entries as set forth above, and that if such Entries are, in Sponsor's sole discretion, displayed on any website/social media platform, such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further e-mailed by such third parties on the internet or otherwise.

Once an Entry is submitted in the Sweepstakes it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

Entry Requirements: All Entries must comply with the following restrictions:

- Must be an original work;
- Must include the hashtags #MEGAHolidays and #Sweepstakes;
- Cannot have been published previously by any party other than the entrant;
- Must be suitable for publication (i.e., may not be obscene or indecent);
- Cannot feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Sponsor's;
- Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Must have permission from any individual identifiable in any photograph besides the entrant, or must not include any identifiable individual besides the entrant. Entrant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. **If any such person is a minor, the entrant must be his/her parent/legal guardian;**
- Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;

- Cannot promote alcohol use by minors, 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;
- Cannot describe or depict any illegal activity or violation of any state or federal law;
- Cannot include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Cannot contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Cannot not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

Sponsor reserves the right, at its sole discretion, to disqualify an Entrant if his/her Entry fails to comply with any of these Entry requirements or any other provision of these Official Rules.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into his or her entry does so at his or her own risk. Further no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Sweepstakes represents and warrants as follows: (i) the Entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Sweepstakes Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

The Sweepstakes Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Entry in its sole and absolute discretion.

Limit: There is a limit of one (1) Entry via each method listed above per day for a total of two (2) Entries per day. An entrant may submit multiple Entries using both methods of entry, but each Entry must be unique and different from any other Entry used by an entrant to enter the Sweepstakes. An entrant may use only one (1) Twitter account and/or Instagram account to enter. Entrants attempting to use, or suspected of using, multiple Twitter accounts, multiple Instagram accounts, or multiple identities may be disqualified, at Sponsor's sole discretion.

A day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET each calendar day during the Sweepstakes Period, except on October 23, 2017, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

4. **RANDOM DRAWING:** On or about November 21, 2017, the Administrator will randomly select one (1) potential “Grand Prize Winner” and ten (10) potential first prize winners (each, a “First Prize Winner”) from among all eligible entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:**
 - A. **Grand Prize (1):** The Grand Prize Winner will receive a MEGA™ holiday bundle, which consists of select holiday gifts from Mega Bloks® and Mega Construx™, selected by Sponsor in its sole discretion (“Grand Prize”). Only one (1) Grand Prize will be awarded in the Sweepstakes. The ARV of the Grand Prize is \$1,000.
 - B. **First Prizes (10):** Each First Prize Winner will receive MEGA™ products, selected by Sponsor in its sole discretion (“First Prize”). Ten (10) First Prizes will be awarded in the Sweepstakes. The ARV of each First Prize is \$50.
 - C. **Total ARV:** The total ARV of all available Prizes in the Sweepstakes is \$1,500.
 - D. **Odds of Winning:** The odds of winning a prize depends on the total number of eligible entries received during the Sweepstakes Period.
 - E. **General:** In no event will more than Ten (10) First Prizes and one (1) Grand Prize be awarded. If, for any reason, more prize notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) prize per person/household. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will only be sent to addresses within the fifty (50) United States and the District of Columbia.
6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Each potential winner will be notified at his/her Twitter or Instagram account via a Direct Message from @MegaBloks or @MegaConstrux (Twitter) or MegaBloks and MegaConstrux (Instagram) with instructions on how to claim their prize. Each potential winner must respond within 48 hours with his/her complete name, e-mail address, and date of birth. Each potential winner will then be notified at the provided e-mail address by the Administrator. A potential winner must respond to the initial notification within 48 hours of the notification being made by Sponsor or the prize may (in Sponsor's sole discretion) be forfeited in its entirety.

The Grand Prize Winner will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release (“Affidavit”) within five (5) calendar days of the date it is

sent to the potential Grand Prize Winner.

Upon verification of a winner's eligibility, Sponsor or Sponsor's designee will mail the prize to the winner at the address provided during verification. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize, or any winner notification is returned as undeliverable or the potential winner fails (a) to respond to a winner notification within forty-eight (48) hours, or (b) to complete the required information within the stated time period, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion. Each prize is not transferable and includes only the items specifically listed as part of the prize. Approximate retail values are as of the time these Official Rules were printed and the value of the Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the Prize at the time it is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including Entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in,

delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted at <https://rules.prizelogic.com/MegaSocialSweeps>.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF**

THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. PRIVACY POLICY: The Sponsor's privacy policy is available at <http://corporate.mattel.com/privacy-statement.aspx>.

10. PUBLICITY RIGHTS: By participating in the Sweepstakes and/or accepting a prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. GENERAL: This Sweepstakes is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the Entry will be declared made by the primary account holder of the e-mail account associated with the Entry, or the Instagram account or Twitter handle used to enter the Sweepstakes. Potential winners may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other

promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: MEGA Holiday Sweepstakes, Winners List Request - P.O. Box 251328, West Bloomfield, MI 48325. Winners list requests must be received by January 19, 2018.

Sponsor: Mattel, Inc., 333 Continental Boulevard, El Segundo, CA 90245-5012.

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