

Crayola Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

- A. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) as of date of entry. Employees, officers and directors of Crayola LLC (“**Sponsor**”), Snipp Interactive, Realtime Media LLC (“**Administrator**”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, “**Promotion Parties**”) their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. Employees, officers and directors (and their immediate family members which includes spouse, parent, child, sibling and their respective spouses (regardless of where they reside) and any other person residing in their households, whether or not related) of the NAPBL Entities (defined below), the MLB Entities (defined below) and each of their respective parents, affiliated companies, subsidiaries, licensees, vendors, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Promotion are not eligible to participate or win the prize. The “**NAPBL Entities**” shall mean The National Association of Professional Baseball Leagues, Inc. (“**NAPBL**”), each NAPBL club, each NAPBL league, Professional Baseball Promotion Corporation, Professional Baseball Umpire Corp., Baseball Internet Rights Company, LLC, BIRCO Holding Company, LLC, Minor League Baseball Charities, MiLB Enterprises, LLC, MiLB Enterprise Holdings, LLC and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the NAPBL and the NAPBL clubs and leagues, and all officers, directors, employees, representatives, partners, members and affiliates thereof. The “**MLB Entities**” shall mean the Office of the Commissioner of Baseball (“**BOC**”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. (“**MLBAM**”), Major League Baseball Properties, Inc., BAMTech LLC, The MLB Network, LLC, the Major League Baseball Clubs (“**Clubs**”), each of their parent, subsidiary affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- B. HOW TO ENTER THE PROMOTION:** The Crayola Sweepstakes (the “**Promotion**”) begins at 12:00:01 AM Pacific Time (“**PT**”) on January 15, 2017 and ends at 11:59:59 PM PT on May 15, 2017 (the “**Promotion Period**”). The Promotion contains a game of chance (“**Sweepstakes**”). The computer clock of the Sponsor is the official time-keeping device in the Promotion. You may enter the Promotion in one (1) of two (2) ways: submitting a valid receipt of a qualifying purchase, or online via www.crayola.com/allstar. No other method of entry will be accepted.
- 1. PURCHASE OF QUALIFYING PRODUCT METHOD.** During the Promotion Period purchase at least \$8 worth of specially marked qualifying Crayola outdoor products* (listed below) in store within a single transaction and submit a valid receipt of the qualifying purchase(s) during the Promotion Period. **Valid on purchases from January 15, 2017 to May 15, 2017. All submissions of receipts must be received by Monday, May 15, 2017 at 11:59:59PM PT to be eligible.** Participants can submit their receipt and register using one (1) of the following methods:

- a. Upload a photo of your receipt by texting the keyword “**ALLSTAR**” to **811811** to receive a text message with instructions. You will first receive a text message with opt-out instructions and disclosure for receipt of up to six (6) automated text messages to the number provided, along with instructions for receipt submission. Limit of 160 characters per text. You will then receive a link to www.crayola.com/allstar (the “**Website**”) via text and must completely enter your true and correct information in the required fields. Incomplete and/or inaccurate entries are void.
- b. Email a photo of your receipt to submit@crayola-allstar.com. You will then receive a link to www.crayola.com/allstar via email and must completely enter your true and correct information in the required fields. Incomplete and/or inaccurate entries are void.

Each eligible receipt that contains at least \$8 worth of specially marked qualifying Crayola outdoor products* received via any of the above methods will earn one (1) entry into the Promotion (“**Sweepstakes Entry**”). Upon validation of receipts, participants that are legal residents of the regions featured within the list below, will also receive a code (“**Code**”) for one (1) gameplay for the Instant Win Game (“**Game**”) at the Website.

QUALIFYING CRAYOLA OUTDOOR PRODUCTS*:

| Product | UPC |
|--|-----------------|
| Crayola 16 ct. Washable Sidewalk Chalk | 0-71662-61216-0 |
| Crayola 24 ct. Washable Sidewalk Chalk | 0-71662-61224-5 |
| Crayola 36 ct. Washable Sidewalk Chalk | 0-71662-62036-3 |
| Crayola 48 ct. Washable Sidewalk Chalk | 0-71662-61248-1 |
| Crayola Washable Sidewalk Paint Sprayer | 0-71662-03533-4 |

Before submitting a receipt, participants must highlight the qualifying product(s) on the receipt with a star or check. Photo of receipt must clearly show the receipt in its entirety. Participants should keep their receipt. Crayola reserves the right to require a participant to provide original receipt for verification purposes upon request.

- 2. **Online Method.** To enter the Promotion without purchase, visit <http://snipp.us/lcFBt> and complete the registration form by entering your true and correct information in the required fields. All information submitted online by entrants is subject to, and will be treated in a manner consistent with, the www.Crayola.com Terms of Use accessible at: <http://www.crayola.com/terms-of-use.aspx> and Privacy Policy accessible at: <http://www.crayola.com/privacy.aspx>. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All online entries must include a valid email address for the entrant. Upon completion of the registration form you will receive one (1) Sweepstakes Entry and if you are a resident of one of the below Instant Win regions, you will also receive a Code to play the Game.

Limit of one (1) Sweepstakes Entry per person, per email address, per day, throughout the Promotion Period regardless of method of entry.

- C. **INSTANT WIN GAME:** The Game is not open to participants that live outside the regions below. Enter your Code on the Website to play the Game. When the Game is completed you will be notified if you are a winner or loser. All winners are subject to verification before any prize will be awarded.

INSTANT WIN GAME REGIONS:

- **Charlotte, NC**
- **Dallas-Ft. Worth, TX**
- **Ft. Smith-Fayetteville-Springdale-Rodgers, AR**
- **Ft. Wayne, IN**
- **Grand Rapids-Kalamazoo-Battle Creek, MI**
- **Indianapolis, IN**
- **Nashville, TN**
- **Philadelphia, PA**
- **Sacramento-Stockton-Modesto, CA**
- **Toledo, OH**

NOTE: All Codes are subject to verification. A Code will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the store administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) is not recognized as a valid gameplay Code; (vii) has been previously entered and used; or (viii) is incorrectly or incompletely entered or submitted by a participant. CUSTOMER'S AND A CONSUMER'S SOLE REMEDY FOR ANY FAILURE TO ENABLE A CODE ENTITLEMENT FROM A VALID CODE SHALL BE A REPLACEMENT CODE FOR THE SAME CODE ENTITLEMENT. Codes are for promotional use only, are not for resale, have no cash value, are valid in the United States only, and are subject to these Official Rules.

Limit of one (1) Instant Win gameplay per person, per email address, per day throughout the Promotion Period.

- D. RANDOM DRAWING:** The potential winners of the Promotion will be selected by random drawing on or about May 16, 2017 by the Administrator from all eligible entries received within the Promotion Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Promotion. The decisions of Sponsor are final and binding on all matters relating to this Promotion. Odds of winning a Promotion prize depend on the total number of eligible entries received during the Promotion Period. **Limit one (1) prize per person, family or household.**
- E. WINNER NOTIFICATION:** The potential prize winners will be notified by email and/or telephone number provided at the time of entry (the "**Prize Notification**"). In the event that any potential winner does not respond to any such Prize Notification within three (3) days of the date of issuance, or declines the prize for any reason a disqualification will result, the prize will be forfeited and, at Sponsors sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries. Each potential winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within five (5) days of the date of issuance. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules, or the return of the prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries.

Potential Instant Win winners will receive an email confirmation immediately after playing the Game. If such potential winner cannot be contacted within a reasonable time period, as determined in Sponsors sole and absolute discretion, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be randomly selected from among all remaining eligible entries for that drawing.

F. PRIZES/PRIZE RESTRICTIONS: Seven Hundred and Seventy One (771) prizes will be awarded during the Promotion as detailed below:

SWEEPSTAKES GRAND PRIZE (1): One (1) Sweepstakes Grand Prize will be awarded which consists of:

- One (1) All-Star Experience for four (4) (winner and three (3) guests) which includes:
 - Round-trip coach air transportation for winner and three (3) guests from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to the 2017 Minor League Baseball Texas League All-Star game
 - Two (2) standard rooms with double occupancy for two (2) days/two (2) nights
 - Four (4) VIP All-Star Game Tickets
 - One (1) Honorary captain of host All-Star team
 - One (1) Personalized All Star jersey
 - One (1) Crayola All Star experience patch
 - One (1) Exclusive on field access during pre-game activities
 - One (1) Home run derby and pre-game batting practice
 - One (1) Crayola All Star Experience poster signed by all players
 - One (1) Starting line up card introduction before All Star game
 - One (1) Year's worth of Crayola products

The Approximate Retail Value ("ARV") of the Sweepstakes Grand Prize is \$6,600

SWEEPSTAKES FIRST PRIZES (10): Ten (10) Sweepstakes First Prizes will be awarded. Each Sweepstakes First Prize consists of:

- One (1) Crayola Prize Pack

The ARV of each Sweepstakes First Prize is \$250

INSTANT WIN FIRST PRIZES (10): Ten (10) Instant Win First Prizes will be awarded. Each Instant Win First Prize consists of:

- One (1) On Field Experience at the closest Minor League Baseball team located in the winner's region from the region list above
- Winner and five (5) friends and or family game tickets
- One (1) On-field presentation by team mascot and players
- One (1) First pitch courtesy of Crayola
- One (1) Commemorative jersey
- One (1) Crayola prize pack

The ARV of each Instant Win First Prize is \$500

INSTANT WIN SECOND PRIZES (750): Seven Hundred and Fifty (750) Instant Win Second Prizes will be awarded. Each Instant Win Second Prize consists of:

- One (1) pack of four (4) game tickets to the closest Minor League Baseball team located in the winner's region from the region list above
 - 75 packs of 4 tickets per market level team (10)

The ARV of each Instant Win Second Prize is \$60

The total ARV of all prizes is \$59,100

SWEEPSTAKES GRAND PRIZE RESTRICTIONS: Actual prize value depends on the location of the winner's residence and dates of travel. **Travel must be taken on Monday, June 26, 2017 and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated value and

actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest(s) must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guest(s) cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen at random from among all remaining eligible entries. Winner and travel guest(s) must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest's responsibility. In the event the winner lives within 100 miles from Frisco, TX, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. If winner and guest(s) cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Parties are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value, in its sole discretion. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner, and must complete and return a publicity and liability release within five (5) days of date of issuance. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner. All Sweepstakes Grand Prize details are at the sole discretion of the Sponsor.

GENERAL SWEEPSTAKES/INSTANT WIN PRIZE RESTRICTIONS: All costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the prize are the sole responsibility of each individual winner. The prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Seat locations at the game shall be determined in the sole discretion of Sponsor, NAPBL and/or the applicable Minor League Baseball club. Minor League Baseball game, event and exhibition dates and times are determined in the sole discretion of the NAPBL and/or the applicable Minor League Baseball club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any prize will govern in the event a legal game, event or exhibition, as defined by Minor League Baseball, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark regulations in connection with the prize. Sponsor and the applicable NAPBL Entities reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Minor League Baseball game, event or exhibition. Minor League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s). **Limit**

of one (1) Sweepstakes Prize and one (1) Instant Win prize per person/per household. All prizes will be fulfilled approximately four (4) to six (6) weeks after the Promotion has ended. Promotion Parties, NAPBL Entities, and MLB Entities are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- G. GENERAL:** By entering this Promotion, each entrant gives his/her express permission to be contacted by Sponsor, the NAPBL Entities, and/or MLBAM by telephone, email and/or postal mail for Promotion purposes. Each winner hereby expressly grants to the Promotion Parties, NAPBL Entities, MLBAM and each of their respective designees all rights to use and publish his/her name, statements, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("**Advertising**"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Released Parties do not assume any responsibility for any disruption in the Promotion, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Section F. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the Authorized Account Holder of the email address associated with the winning entry. The "**Authorized Account Holder**" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address. If, in Sponsor's sole determination, a dispute cannot be resolved, the entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- H. CONDUCT:** By participating in this Promotion, and submitting an entry, each entrant agrees to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations.

CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK

DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- I. **YOUR CONSENT:** Receipts that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of receipts for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties (defined below) and will not be returned. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. By participating in the Promotion, you agree (i) to release, discharge, indemnify and hold harmless Crayola, Snipp Interactive, Realtime Media, LLC, the NAPBL Entities, the MLB Entities and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "**Released Parties**") from any liability or damages which may arise out of participation in the Promotion or out of the acceptance, use, misuse or possession of any product or service attained through this Promotion.
- J. **TEXTING CONDITIONS:** By texting "**ALLSTAR**" to 811811 you consent to receive up to 6 automated text messages to the number you provided from Snipp Interactive to customer. Your consent to the above is not required to make a purchase. ***Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this game works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Game, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice.
- K. **LIMITATIONS OF LIABILITY:** The Released Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Website or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; (f) the cancellation or postponement of any Minor League Baseball game, event or exhibition; or (g) any injury or damage to participants or to any other person's computer which may be related to

or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will randomly award the prizes from among all non-suspect, eligible entries received for the Promotion up to the time of such action. Released Parties (a) make no warranty, guaranty or representation of any kind concerning the prize (or any portion thereof), and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- L. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Released Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- M. CHOICE OF LAW AND ARBITRATION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions, applicable to contracts entered into and performed exclusively in that State. As a condition of entering this Promotion, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to the Promotion, these Official Rules, or any prizes awarded (each, a "**Claim**"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Easton, Pennsylvania before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.
- N. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://www.crayola.com/privacy.aspx>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- O. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Sweepstakes Grand Prize Winner.
- P. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by May 31, 2017 to: Crayola Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428
- Q. SPONSOR:** Crayola LLC, 1100 Church Lane, Easton, PA 18044

R. ADMINISTRATORS: Snipp Interactive Inc., 1605 Connecticut Ave NW, Washington, DC 20009
Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

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