

# "LEGOLAND<sup>®</sup> Discovery Center Bay Area Mini Master Builder Competition" [the "**Contest**"]

## **CONTEST RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

## BY ENTERING YOU AGREE TO THE FOLLOWING RULES:

## Sponsor

The Contest is being conducted by LEGOLAND<sup>®</sup> Discovery Center Bay Area, LLC, a Delaware limited liability company d/b/a LEGOLAND<sup>®</sup> Discovery Center Bay Area (the "**Sponsor**"), located at 870 Great Mall Drive, Milpitas, CA 95035 (a member of the Merlin Entertainments Group (**"Merlin"**)).

## Eligibility

The "LEGOLAND® Discovery Center Bay Area Mini Master Builder Competition" (the "**Contest**") is open to legal residents of forty-nine (49) United States (Residents of Rhode Island are not eligible to participate) and the District of Columbia who are under the age of eighteen (18) years old at the time of entry who have lawful access to the methods of entry set forth in these rules and who have obtained permission from their parent or legal guardian ("**Responsible Adult**"). Individuals who are or were employees of Sponsor, or its affiliates, manufacturers, sales representatives, subsidiaries or parent companies, advertising/sales promotion agencies, or judging organizations since January 1, 2023, as well as the immediate family (spouse, parents, siblings, and children) and/or those living in the same household of each are not eligible. The Contest is subject to federal, state, and local laws and regulations. Void where prohibited.

## Agreement to Official Rules

Participation in the Contest constitutes full and unconditional agreement by the Responsible Adult on behalf of the Entrant to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## **Contest Entry Period**

The Contest Entry Period begins on January 30, 2025 and ends on March 2, 2025 at 11:59 PM (the "**Contest Entry Period**"). Entries that are submitted before or after the Contest Entry Period will be disqualified. Entries will be accepted only for the duration of the Contest Entry Period.

## How to Enter

The following rules apply to all entries:

Duplicate or multiple entries from an Entrant will automatically disqualify them from the Contest. For each Eligible Entrant the Responsible Adult must complete and submit an entry form at a participating LEGO<sup>®</sup> Discovery Centre or LEGOLAND<sup>®</sup> Discovery Centre (the "Entry Form"). Admission to the participating LEGO<sup>®</sup> Discovery Centre or LEGOLAND<sup>®</sup> Discovery Centre is not required to submit the Entry Form.

By entering the Local Competition, the Responsible Adult confirms that the Eligible Entrant is eligible to do so and eligible to claim any prize they may win. The Sponsor may require the Responsible Adult to provide proof that the Eligible Entrant is eligible to enter the competition and/or claim any prize they may win.

The Responsible Adult agrees to co-operate (and to procure the co-operation of the winning Eligible Entrant) with any lawful reasonable requests by the Sponsor relating to any post-winning publicity. The Sponsor will (in accordance with its legal obligations) publish the Local Winner's name and town on its website. The relevant Responsible Adult and/or Local Winner may object to their information being published or made available or request a reduction in the amount of information made available by writing to the Sponsor 870 Great Mall Drive, Milpitas, CA 95035 or emailing the Sponsor at **BayArea@LEGOLANDDiscoveryCenter.com** within two (2) days of being notified that theirs was the winning entry.

By entering, the Responsible Adult confirms on behalf of the Eligible Entrant that they will partake in media and marketing communications to be reasonably required by the Sponsor from time to time.

The Sponsor agrees not to release any further details than the name of the Local Winner and the town of which the Local Winner is a resident without prior written authorization from the Responsible Adult. It will be the responsibility of the relevant Responsible Adult and the Eligible Entrant to ensure that their entry does not contain or reference, trademarks, logos, or designs owned by third parties. The Sponsor will not be responsible for any infringement of third-party intellectual property rights by any Responsible Adult or Eligible Entrant.

Only entries from individuals will be accepted. Any entries that the Sponsor believes have been made (a) via participation in a syndicate, and/or (b) using any robotic, automatic, programmed or similar entry method, will be disqualified from the Local Competition.

Any entry that, in the sole opinion of the Sponsor, is deemed to be inappropriate for publication is ineligible. Incomplete or illegible entries will be disqualified from the Local Competition.

## The Local Competition

The Local Competition will involve Eligible Entrants submitting a creative LEGO<sup>®</sup> Brick build (the "Local Entry") to a participating LEGO<sup>®</sup> Discovery Centre or LEGOLAND<sup>®</sup> Discovery Centre (the "Local Competition"). The creative Local Entry may be built at home or at a participating LEGO<sup>®</sup> Discovery Centre or LEGOLAND<sup>®</sup> Discovery Centre. There is a limit of one Local Entry per Eligible Entrant.

The Local Competition will run from January 30, 2025 until March 2, 2025 (the "**Closing Date**"). The winner of the Local Competition (the **"Local Winner**") will be notified by email on or before March 30, 2025 (the "**Announcement Date**").

## Winner selection

Local Entries will be reviewed by a panel of at least two (2) judges consisting of Sponsor employees (the "Local Judging Panel"). Entries will be evaluated based on the creativity and imagination used in the submitted build.

After selection of the Local Winner Sponsor will verify compliance with the Rules and eligibility to win. If the selected Entry is disqualified, the selection and verification process will be repeated until a winner is determined and qualified. By participating, Entrants agree to be bound by the Official Rules and the decisions of the judges, which shall be final and binding in all respects. Odds of winning a Contest prize depend on the number of eligible Contest Entries received during the Contest Entry Period.

The Local Winner will be requested to take part in promotional opportunities as part of the Local Competition. All Responsible Adults will be asked to sign a global waiver on behalf of the Local Winner to confirm they consent to global publicity and content usage. They will also be asked to consent to participating in relevant PR/ media opportunities at a mutually agreed time throughout the term of their title (to end 2025). The decision of the Local Judging Panel is final and not open to appeal. No discussion will be entered into with disappointed Responsible Adults or Eligible Entrants who challenge the decision of the Local Judging Panel. The Sponsor will send the full names of the judges on the Local Judging Panel to Responsible Adults (and their Eligible Entrants) who have written to the Sponsor to request this information within one (1) calendar month after the Closing Date and who enclose a self-addressed envelope to FAO 870 Great Mall Drive, Milpitas, CA 95035

The first name and town of the Local Winner will be published on social media to announce the winner following acceptance.

The Sponsor will make all reasonable efforts to contact the Local Winner to notify them that they have been selected as the Local Winner within two (2) days of the Announcement Date. If the Local Winner cannot be contacted or does not respond to efforts to contact them within two (2) days after being contacted by the Sponsor; and/ or is not available to attend the unveiling day and/ or has not claimed their prize within seven (7) days of the Announcement Date, the Sponsor reserves the right to offer the prize to the Eligible Entrant whose entry is considered to be the next best entry by the Local Judging Panel.

All Responsible Adults (and their Eligible Entrants) hereby agree that the consent of any persons (including the consent of the parent or legal guardian of persons under the age of fourteen (14)) in the video (or other image submitted as part of the Entry) who are identifiable, and that upon submission of their Entry, Sponsor shall have an unlimited and irrevocable right to publish in any media whatsoever the Entry and any Images and use them, the Entrant's name and likeness for any lawful purpose, including promotional purposes, all in perpetuity without further compensation, except as may be prohibited by law.

By entering the Contest, each Entrant (on behalf of him/herself and his/her minor child/children as appropriate) also releases, Sponsor, and each of their affiliates, representatives, subsidiaries or parent companies from all liability arising from his/her entry in the Contest and, if the winner, utilization of the prize, and agrees to sign any additional documentation which Sponsor may reasonably request addressing this or any other Contest rules. Sponsor reserves the right to request from any Entrant additional documentation it reasonably believes is necessary to validate any entry or award any prize.

Sponsor will not be responsible for incomplete, lost, late, post-due, misdirected, copied, transferred, illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. Any questions regarding the number of entries submitted or the owner of an email account shall be

determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

Each potential Prize winner will be required to complete, electronically sign, and submit a *Certificate of Eligibility* within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Certificate of Eligibility within the required time period (if applicable), the potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries.

## Prizes

There will be One (1) Local Prize consisting of:

The opportunity to be named the "LEGOLAND<sup>®</sup> Discovery Center Bay Area Mini Master Model Builder" for the remainder of 2025;

Up to five (5) Anytime Annual Passes to LEGOLAND<sup>®</sup> Discovery Center Bay Area for the Local Winner and their family to visit, which will allow unlimited visits to the Discovery Center for one(1) year from the date of issue;

Prior to using the admission tickets the adults (over the age of eighteen (18)) must show a government issued photo ID and complete and execute a Liability/Publicity Release. A parent or legal guardian must complete and execute a Liability/Publicity Release on behalf of all guests under the age of eighteen (18).

Airfare or any other transportation and incidentals are not provided.

The Approximate Retail Value ("ARV") of the Local Prize package is \$820.00 USD.

The ARV of all Local Contest prizes is less than \$870.00 USD.

In addition to the prizes described above, the Local Winner will be offered the opportunity to submit a entry into the Global Mini Master Model Builder Competition.

## **General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to

the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### **Release and Limitations of Liability**

By participating in the Contest, Entrants agree to release and hold harmless the Sponsor, and its parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the incorrect downloading of the application, the processing of entries application downloads or in any Contest related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants' participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Entrant acknowledges that the promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram.

Participation in the Contest constitutes permission (except where prohibited by law) to use each Winner's name, likeness, biographical information, photographs, and any statements or remarks made about winning or participating in the Contest for advertising and promotional purposes (in any medium) without additional compensation. Entrants acknowledge and agree that Sponsor may share any and all information collected through the Contest from time to time with their subsidiaries, parent companies, or other affiliated companies. Sponsor may verify that the Winners are qualified.

#### Disputes

Except where prohibited, each Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California. The parties specifically agree to consent to personal jurisdiction in those courts sitting in or over Santa Clara County, California, and waive any claim of lack of personal jurisdiction therein. Furthermore, the parties waive any objection they may have to improper forum or *forum non conveniens*.

## Privacy

Information collected from Entrants is subject to Sponsor's privacy policy: <u>https://www.legolanddiscoverycenter.com/bayarea/security-privacy/privacy-policy/</u>

## **Rules and Winner List**

To obtain a complete copy of the official Rules and Regulations or the names of the Winners send a selfaddressed, stamped envelope to: LEGOLAND® Discovery Center Bay Area 870 Great Mall Drive, Milpitas, CA 95035 Please specify whether you want a copy of the Rules and Regulations or the names of the Winner.