

TY 30TH ANNIVERSARY BEANIE HUNT CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 13+ TO ENTER. ALL APPLICABLE LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH IS A CONTRACT. THE CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TIKTOK.

1. Contest Period: Contest begins on June 14, 2023 at 12:00:01 a.m. Eastern Time ("ET") and ends on December 31, 2023 at 11:59:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time keeping device for this Contest.

2. Eligibility: The Ty 30th Anniversary Beanie Hunt Contest the ("Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who, as of date of entry, are at least thirteen (13) years of age. **Minors must have permission from their parent/legal guardian to participate.** Employees and their immediate family members (spouse, parent, child, sibling and/or the household members of each) of Ty ("Sponsor"), Votigo Inc. ("Administrator"), and each of their affiliates, subsidiaries, advertising and promotion agencies (collectively, "Released Parties") are not eligible. This Contest is void wherever prohibited, and subject to all federal, state and local laws.

3. How to Enter: During the Contest Period, @tybeanies will post several Contest related posts to their TikTok account asking users to submit a video of them on their quest to locate the new, limited-edition 30th anniversary Beanie Babies. To enter, first follow @tybeanies on TikTok and follow the instructions to create your own TikTok post showing your quest and including #BeanieHuntContest, #BeaniesRBack and tag @tybeanies. Once your post is created, visit <https://binkd.co/tybeanies> and complete the Contest entry form including entering the link to your TikTok post to receive one (1) entry into the Contest (the "Entry"). Please do not include brands other than Ty® in your post. To enter via TikTok you must have a TikTok account with privacy setting set to "public / non-private". There is no cost to create a TikTok account, but it is subject to TikTok's Terms of Service (<https://www.tiktok.com/legal/terms-of-use?lang=en>).

You may submit multiple Entries during the Contest Period, but each entry must be unique.

By submitting your Entry, you agree that your Entry conforms to the Entry Guidelines and Content Restrictions listed below (collectively, the "**Guidelines and Restrictions**") and that Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Contest if it believes, in its sole discretion, your Entry fails to conform to the Guidelines and Restrictions. By submitting your Entry, in addition to rights granted below, you: (a) hereby waive any so-called moral (e.g., creative rights) in your Entry; and (b) represent and warrant that you have the right to grant the rights granted in these Official Rules.

Entry Guidelines:

- Entry must be in English.
- The Entry cannot have been submitted previously in a promotion of any kind.
- Entry must comply with TikTok's Terms of Service (<https://www.tiktok.com/legal/terms-of-use?lang=en>).

Content Restrictions: Entries may not contain or reflect any of the following:

- The promotion and/or the use of drugs (legal or illegal), tobacco, or firearms or other weapons.
- The promotion of any activity that may appear to be unsafe, illegal and/or dangerous.
- Material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, disparaging of Sponsor, any brand or anyone else, or any content that contains profanity, obscenity, nudity, or sexual content.
- Material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.
- Any content previously submitted in a promotion of any kind.

4. Grant of Rights: By submitting an Entry, entrants (and winners) grant to Sponsor (and Sponsor's affiliates, licensees and assigns) a royalty-free, irrevocable, perpetual, transferable, sublicensable, non-exclusive license to use, reproduce, edit, modify, publish, create derivative works from, and display such Entries in whole or in part, and otherwise exploit the Entry, in all media now known or hereafter devised, throughout the universe, in any way Sponsor sees fit, including but not limited to entertainment, instruction/education, promotional, internal, advertising and/or marketing purposes. In connection

with all rights granted herein, Sponsor (and Sponsor's affiliates, licensees and assigns) shall also have the irrevocable right to incorporate Entries, in whole or in part, into other works, in any form, media or technology now known or hereafter developed without territorial or time limitation. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the rights entrant is granting to use the Entry.

5. Judging to Determine the Winners: All Entries will be reviewed for appropriateness and compliance with these Official Rules. Based on the weekly schedule below, all Entries will be judged by qualified judges ("Judges") based on the following judging criteria:

- 30% Creativity/Originality: The submission stands out among other entries for its fun and unique style.
- 30% Presentation/Quality: The submission is thoughtfully executed.
- 40% Fits within the Ty brand Contest theme: The submission is a fun expression of your quest to locate the special, new Beanie Babies II products.

The Entry that receives the highest score each week will be deemed the Weekly Grand Prize winner pending verification. In the event of a tie, the highest score in the Creativity criteria shall be deemed the winner. In the event a tie still exists, the Sponsor shall pick the winner. Judges', and if necessary, Sponsor's, decisions are final with respect to all matters relating to the Contest.

Entry Period	Start Date (12:00:01 ET)	End Date (11:59:59 ET)	Winner Determination / Notification Date
1	6/14/23	6/20/23	6/28/23
2	6/14/23	6/27/23	7/5/23
3	6/14/23	7/4/23	7/12/23
4	6/14/23	7/11/23	7/19/23
5	6/14/23	7/18/23	7/26/23
6	6/14/23	7/25/23	8/2/23
7	6/14/23	8/1/23	8/9/23
8	6/14/23	8/8/23	8/16/23
9	6/14/23	8/15/23	8/23/23
10	6/14/23	8/22/23	8/30/23
11	6/14/23	8/29/23	9/6/23
12	6/14/23	9/5/23	9/13/23
13	6/14/23	9/12/23	9/20/23
14	6/14/23	9/19/23	9/27/23
15	6/14/23	9/26/23	10/4/23
16	6/14/23	10/3/23	10/11/23
17	6/14/23	10/10/23	10/18/23
18	6/14/23	10/17/23	10/25/23
19	6/14/23	10/24/23	11/1/23
20	6/14/23	10/31/23	11/8/23
21	6/14/23	11/7/23	11/15/23
22	6/14/23	11/14/23	11/22/23
23	6/14/23	11/21/23	11/29/23
24	6/14/23	11/28/23	12/6/23
25	6/14/23	12/5/23	12/13/23
26	6/14/23	12/12/23	12/20/23
27	6/14/23	12/19/23	12/27/23
28	6/14/23	12/26/23	1/2/24
29 (2 winners)	6/14/23	12/31/23	1/8/24

6. Identity of Entrant: If a dispute arises about the identity of an entrant, the Entry will be declared made by the authorized account holder of the email address submitted at time of Entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winners may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address/TikTok handle associated with the winning Entry.

7. Winner Notification: Potential Grand Prize winners will be notified via email. Potential Grand Prize winners will need to respond within five (5) days of the date and time notification is sent. If no response is provided within five (5) days, the potential winner may be disqualified and another winner may be selected. Once the potential winner responds, they (or parent/legal guardian of a minor in his/her state) will be sent an Affidavit of Eligibility and Liability & Publicity Release (where legal) and will be required to complete, sign and return the Declaration and Release via mail within five (5) days of when notification was sent in order for the potential winner to claim his/her prize. If a potential winner is disqualified for any reason, the prize will be awarded to the entry with the next highest score as determined by the Judges. A maximum of three (3) alternate winners will be contacted. If a winner is still not verified the prize will go unawarded.

8. Prizes and Approximate Retail Values ("ARV"): There are thirty (30) Grand Prizes available to be won. Each Grand Prize winner will receive \$1,000 USD issued in the form of a check.

The ARV of Grand Prize: \$1,000 USD.

The total ARV of all prizes available to be won: \$30,000 USD.

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received.

9. General Conditions: Sponsor reserves the right at any time, in its sole discretion, to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention, or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned, in which event all prizes will be awarded via the judging process outlined in these Official Rules. Sponsor, Administrator, and their agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of Entry will not be deemed proof of receipt by Sponsor or Administrator. Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the Entry process, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, including but not limited to, any fraud, technical failures or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of the Contest, Sponsor may, in its sole discretion, void any suspect Entries and modify the Contest or suspend the Contest to address the impairment and, at Sponsor's sole discretion, resume the Contest in a manner that best conforms to the spirit of these Official Rules.

10. Release and Limitations of Liability: By participating in this Contest, entrants agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt or use or misuse of the prizes. BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR AND ADMINISTRATOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR AND/OR ADMINISTRATOR), AND THOSE ACTING PURSUANT TO THEIR AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNERS' NAMES, PORTRAITS, PICTURES, VOICES, LIKENESSES, ENTRIES, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED. NO FORM OF ENTRY OTHER THAN AS STATED IN THESE OFFICIAL RULES WILL BE ACCEPTED.

11. Miscellaneous: The Contest and these Official Rules will be governed, construed, and interpreted under the laws of Illinois. Except where prohibited, by participating in this Contest, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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 above may not apply to you. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention, or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned.

Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Contest; tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest, or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from Entry into the Contest. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

12. Privacy: Any personally identifiable information collected during Entrant's participation in this Contest will be collected by Sponsor and used by it and its agents for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules, for any additional opt-in information Entrant agreed to upon participation, and in accordance with Sponsor's Privacy Policy, posted at <https://shop.ty.com/privacypolicy.html> and as allowed by law.

13. Winners List: For a list of winners, available after January 30, 2024 for a period of at least 30 days, send an email with the subject "The Ty 30th Anniversary Beanie Hunt Contest Winner's List" to winners@votigo.com.

14. Sponsor/Administrator: This contest is sponsored by Ty, Inc., 280 Chestnut Ave, Westmont, IL 60559. The Administrator is Votigo, Inc., 1630 30th St., STE A593, Boulder, CO 80301.