THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA AND IS GOVERNED BY CANADIAN LAW

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The "R" Top 40 Toys Contest (the "**Contest**") begins on November 1, 2019 at 12:01 a.m. Eastern Time ("**ET**") and ends on November 30, 2019 at 11:59 p.m. ET (the "**Contest Period**").

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence at the time of entry, and (ii) are a registered member of the R Club[®] program (a "**Registered R Club[®] Member**"), except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Toys "R" Us (Canada) Ltd. (the "**Sponsor**"), its affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "**Contest Parties**").

Becoming an R Club[®] member is free of charge. To become an R Club[®] member, obtain a plastic membership card at the point of sale of any Sponsor retail location in Canada, or sign up for a digital membership card at <u>http://www.toysrus.ca/shop/index.jsp?categoryId=132348346</u>. To become a Registered R Club[®] Member and be eligible to enter, register your R Club[®] membership card by completing, with all required information, the online registration form available at <u>https://apps.toysrus.ca/tru/ca/pc/Account/Register?lc=en&locale=en_CA&ab=TRU_Rclub_RegisterCard_062617_EN</u>.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying that you have read and agree to be legally bound by these Official Rules and Regulations (the "Rules").

4. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. No purchase of any kind is required to become a Registered R Club[®] Member.

To enter, go to www.toysrus.ca/top40contest (the "**Website**") and follow the on-screen instructions to obtain the Official Contest Entry Form (the "Entry Form"). Fully complete the Entry Form with all required information, which includes a requirement to: (i) enter your full name, valid email address and telephone number; (ii) enter your registered R Club[®] member number; and (iii) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules. Once you have fully completed the Entry Form with all required information and have agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form (an "Entry"). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period. All eligible Entries submitted and received in accordance with these Rules during the Contest Period will be entered into the random prize draw.

5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person per R Club[®] Member number. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple R Club[®] member accounts, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, the Entry Form) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry (including, without limitation, the Entry Form) is not in compliance with these Rules (all as determined by Sponsor in its sole and absolute discretion).

6. VERIFICATION:

All Entries, Entry Forms, R Club[®] memberships and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, R Club[®] membership and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

7. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THE CONTEST, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF); (II) PARTICIPATION IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry he/she submits does not contain any reference to any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence; and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

8. PRIZES:

There will be five (5) Prizes (each, a "Prize" and collectively, the "Prizes") available to be won, as follows:

(I) "R" Top 40 Toys: One (1) "R Top 40 Toys Prize", consisting of each of the Toys listed below. The total approximate retail value ("ARV") of this Prize is \$2806.57 CAD.

PAW Patrol Mighty Twins 2-in-1 Power Split Vehicle PAW Patrol Mighty Cruiser with 3 Vehicles and Sounds PAW Patrol Mighty Gift Set L.O.L Surprise O.M.G Winter Disco Doll L.O.L Surprise 2-in-1 Glamper LEGO® Star Wars™ Millennium Falcon™ LEGO® Star Wars™ Kylo Ren's Shuttle Monopoly Voice Banking Ms. Monopoly Pictionary AirTM Frozen 2 Ultimate Arendelle Castle Frozen 2 Elsa's Dark Sea Dress Frozen 2 Feature Elsa Doll Nerf Fortnite AR-L Dart Blaster Fortnite Battle Bus - Battle Royale Collection Fortnite 7" Figures (3 figures total)@29.99) Nerf Fortnite RL Blaster Baby Shark Dancing Doll Baby Shark Singing Puppet with Tempo Control Baby Shark Robo Alive BEYBLADE Burst Turbo[™] Slingshock Master Set BEYBLADE Burst Turbo[™] Cross Collision[™] Battle Set Rainbow Surprise[™] Doll by Poopsie Blume™ Rainbocorns[™] Big Bow Surprise Orb Slimy[™] Unicorn Icecreamz Cool Maker Go Glam[™] Nail Stamper Boppi the Booty Shaking Llama Myla the Magical Unicorn Magical Lights Unicorn and Doll LEGO Friends Rescue Mission Boat Marvel Avengers: Electronic Gauntlet Legends Articulated Power Gauntlet Avengers Legend Infinity Gauntlet The Dough Café Science4You - Spectacular Science Kit Detective Pikachu 16" Plush Hot Wheels Super 6-Lane Raceway LeapBuilders ABC Smart House Wonder Builders Around Town Starter Kit

Without limiting the generality of the forgoing, the following general terms and conditions apply to the R Top 40 Toys Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of the Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (iv) all characteristics and features of each toy included in the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion and subject to availability; (v) the Prize winner is solely responsible for all costs not expressly described herein; (vi) the applicable manufacturer's standard terms and conditions and warranty, if any, applies to the toys included in the Prize; and, (vii) the confirmed winner is prohibited from profiting from the sale of the toys included in the Prize.

(II) \$500 Toys "R" Us Gift Card Prizes: Four (4) Toys" R"Us Gift Card Prizes (each, a "Toys "R" Us Gift Card Prize") will be awarded, each consisting of one (1) \$500 CAD Toys" R"Us gift card.

Without limiting the generality of the forgoing, the following general terms and conditions apply to each Toys"R"Us Gift Card Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of the Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (v) the Prize winner is solely responsible for all costs not expressly described herein; and (vi) the Prize is subject to all of the terms and conditions stated by the issuer.

Limit of one (1) Prize per person. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, a confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

9. ELIGIBLE WINNER SELECTION PROCESS:

On December 2, 2019 (the "Selection Date") in Concord, Ontario at 2777 Langstaff Rd L4K 4M5 at approximately 10:00 a.m. ET, eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. There will be one (1) eligible entrant selected in relation to each available Prize. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules. Prizes will be drawn in the order listed above in Rule 8.

10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempt(s) to contact an eligible winner via telephone or email within five (5) business day(s) (for the purposes of this Contest, a "business day" means a day the banks are open in Toronto, Ontario) of the Selection Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 9 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release).

By participating in the Contest and accepting a Prize, each eligible winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. <u>IMPORTANT NOTE: The Sponsor may require, in its sole and absolute discretion, that an eligible winner sign and return the Sponsor's form of declaration and release prior to being confirmed as a Winner.</u>

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 9 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, Sponsor reserves the right to conduct a random drawing from amongst all eligible Prize claimants whose claims have not yet been redeemed to award the correct number of Prizes at the applicable prizing level (as stated in these Rules). The Prizes may stop being awarded in the event Sponsor becomes aware of such an error. In no event will the Sponsor be liable to award more than the number of Prizes, as provided in these Rules.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Form and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (http://www.toysrus.ca/helpdesk/panel/index.jsp?display=safety&subdisplay=privacy). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Form, R Club[®] membership and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

FOR RESIDENTS OF QUÉBEC ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

All intellectual property, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned, or used under license or with permission, by the Sponsor and/or its affiliates, as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its respective owner is strictly prohibited. Geoffrey, Toys "R" Us and R Club are trademarks of Toys "R" Us (Canada) Ltd.