



OFFICIAL RULES

WHAM-O KID INVENTOR CONTEST

NO PURCHASE OR FEE NECESSARY TO ENTER OR WIN. A PURCHASE OR FEE PAYMENT WILL NOT IMPROVE THE CHANCES OF WINNING.

ASK YOUR PARENT OR LEGAL GUARDIAN TO READ AND DISCUSS THESE OFFICIAL RULES WITH YOU BEFORE ENTERING THE CONTEST.

1. General Conditions. The Wham-O Kid Inventor Contest (“**Contest**”) is sponsored by Wham-O, Inc., a California corporation (“**Sponsor**”) and certain co-sponsors (each a “**Co-Sponsor**”) identified on the Contest Page (as defined below). Each person who enters the Contest (each an “**Entrant**” and sometimes referred to herein as “**You**”) agrees to follow these Official Rules (the “**Rules**”) and the decisions of Sponsor and the Judges (as defined below), which decisions may be made in all cases in the sole and absolute discretion of Sponsor and the Judges, and which are final and binding on all matters relating to the Contest.
2. Limits on Inventions. If you enter the Contest, your invention:
 - 2.1 Can be a new and original toy or plaything that has never been sold before;
 - 2.2 Can be an improvement or change to an existing toy or plaything, as long as the change is important to the function of the toy or plaything (as determined solely by Sponsor in its discretion);
 - 2.3 Must be able to be manufactured and sold by Sponsor (as determined solely by Sponsor in its discretion);
 - 2.4 Must be your own original work, and not the work of someone else (including your parents or legal guardians);
 - 2.5 Cannot be a product or design which is already protected by the copyright, trademark, or patent rights of someone else;
 - 2.6 Cannot be previously published or disclosed (such as at a school science fair); and
 - 2.7 Cannot be entered in another contest or competition, whether entered previously or at the same time as this Contest.
3. Who Can Enter. You can enter the Contest if you are between the ages of 6 and 17 at the time you mail your entry. You must be a legal resident of the United States (excluding Puerto Rico). You cannot enter the contest if you or a member of your household (parent, sibling, or other person living with you) is an employee, officer or director of Sponsor or any Co-Sponsor or any of their respective related companies, or if you or a member of your household has participated in the promotion, administration or design of this Contest (including, but not limited to, employees of advertising agencies, website designers, or the Judges). Sponsor will only accept entries that have been completed and submitted as described below.
4. How to Enter. The Contest will start on January 7, 2008 at 12:01 a.m. Pacific Standard Time (the “**Start Date**”), and will end on March 31, 2008 at 11:59 p.m. (the “**End Date**”). After the Start Date but before the End Date, complete the following steps:
 - 4.1 Go to Sponsor’s website at www.wham-o.com (“**Website**”) and click the “Kid Inventor Contest” link to access the Contest web page (“**Contest Page**”).
 - 4.2 Follow the instructions at the Contest Page to download (i) the Contest Entry Form and (ii) the Contest Submission Agreement. **ASK YOUR PARENT OR LEGAL GUARDIAN TO HELP YOU FOLLOW THE**

INSTRUCTIONS REGARDING THE COMPLETION OF THE CONTEST ENTRY FORM AND THE CONTEST SUBMISSION AGREEMENT.

- 4.3 Print out the Contest Entry Form, and neatly type or print your answers to the questions on the form. The Contest Entry Form will ask you to provide information such as your name, age, home address, email address, and your parent or legal guardian's email address and telephone number. The Contest Entry Form will also ask you to name and describe your invention, and answer questions about the kind of invention it is and how it is used or played with. You may also include photographs, drawings, or illustrations ("Pictures") of your invention, as long as the Pictures do not include a person and do not show a trademark or product of another company. All Pictures must be created by you (or a photograph taken by you); do not use clip art or templates. Your parent or legal guardian can help you answer the questions, but your entry must be your work alone.
- 4.4 Print out the Contest Submission Agreement, review the Contest Submission Agreement with your parent or legal guardian and sign the Contest Submission Agreement. **DO NOT MAKE ANY CHANGES TO THE CONTEST SUBMISSION AGREEMENT. IF YOU MAKE ANY CHANGES TO THE CONTEST SUBMISSION AGREEMENT, YOUR ENTRY WILL BE INVALID.**
- 4.5 Ask your parent or legal guardian to sign your Contest Entry Form and your Contest Submission Agreement in the spaces provided to indicate their consent, and mail your completed (i) Contest Entry Form and (ii) Contest Submission Agreement to Sponsor, addressed to "Wham-O Kid Inventor Contest, 2340 Powell St. Box # 390. Emeryville, CA 94608." **ALL ENTRIES MUST INCLUDE THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN ON BOTH THE CONTEST ENTRY FORM AND THE CONTEST SUBMISSION AGREEMENT. YOUR ENTRY WILL NOT BE CONSIDERED WITHOUT THESE SIGNATURES. ANY ENTRIES RECEIVED WITHOUT THE SIGNATURES OF A PARENT OR LEGAL GUARDIAN ON BOTH THE CONTEST ENTRY FORM AND THE CONTEST SUBMISSION AGREEMENT WILL BE DESTROYED BY SPONSOR AND NOT RETURNED TO YOU.**
- 4.6 **Your entry must be received by Sponsor by March 31, 2008**, so allow plenty of time for mail delivery (to be certain, allow a minimum of 14 days).
- 4.7 Once you have sent in your entry, it cannot be changed. When Sponsor receives your entry, all entry submission materials will become the sole property of Sponsor, and will not be returned to you. No entry will be returned upon completion of the Contest. You should make copies of your submission prior to sending it to Sponsor in order to have a record of your submission. Include a self addressed stamped envelope if you wish to receive verification that your entry has been accepted by Sponsor. Sponsor will not be responsible for, and will have the right to refuse, any entries that have been tampered with, or entries that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible, whether due to Internet or e-mail server failure, postal misdelivery or delay, or otherwise. Once you submit your entry, it is your responsibility to keep all contact information for you and your parent/legal guardian current with Sponsor. Sponsor will not be responsible for any failure to contact you or your parent/legal guardian if the contact information you provide is not kept current. To update contact information, please contact Sponsor at inventorcontest@wham-o.com
- 4.8 You may enter the Contest as many times as you like, as long as each entry is materially different (as determined by Sponsor and/or the Judges in their sole discretion) and is submitted separately with separate Contest Entry Forms and separate Contest Submission Agreements.
5. **Judging.** As long as your entry meets all of the requirements listed in Paragraphs 2, 3, and 4 above ("**Active Entry**"), it will go into the judging process. A panel of at least five (5) employees of Sponsor, including representatives of Sponsor's marketing department, research and development department, senior management, and sales department (collectively, the "**Judges**"), will evaluate the Active Entries, but will not have access to entrants' personal information. Judging will occur as follows:
- 5.1 Each entry will be evaluated according to the following criteria: (i) each Active Entry's ability to be successfully introduced into, and received by, the marketplace, focusing on "Originality of Concept/Uniqueness of Approach" (50%); and (ii) each Active Entry's "Marketability/Mass Appeal" (50%). The top five (5) scoring Active Entries (provided there are at least 5 Active Entries) will become finalists ("**Finalists**").
- 5.2 The Judges will then evaluate each of the Active Entries of the Finalists again based upon the criteria set forth in Section 5.1 above and select a winner from the five Finalists ("**Winner**") by June 30th 2008. Each Finalist (and such Finalist's parent or legal guardian) will be asked by Sponsor to sign a confidentiality agreement. Any Finalist that does not sign such confidentiality agreement (and does not have a parent or legal guardian sign such confidentiality agreement) will not be considered for the winning invention.

5.3 Entrants may be required to provide additional information to Sponsor or the Judges in order to facilitate evaluation of the entries.

6. **Prize.** The Winner will receive a check for \$2,000 **IF THE WINNER AGREES, UPON SPONSOR'S REQUEST, TO EXECUTE SPONSOR'S FORM OF INVENTOR LICENSE AGREEMENT GIVING SPONSOR THE EXCLUSIVE RIGHT TO MANUFACTURE, USE, MODIFY AND SELL THE WINNER'S INVENTION.** Sponsor may choose to manufacture and sell the winning invention, in Sponsor's sole discretion, but has no obligation to do so. If Sponsor determines that it will not manufacture and/or sell the winning invention, Winner will still be entitled to receive the \$2,000 prize. If Sponsor does choose to manufacture and sell Winner's invention, Winner will receive royalties from each sale of his or her invention in the amount of 3% of Net Sales within a certain territory as will be more specifically set forth in Sponsor's form of license agreement ("Net Sales" meaning the gross receipts from sales in an arms length transaction to third parties by Sponsor and its affiliates, less only the following deductions: allowances for actual returns; all sales and use taxes imposed upon and with specific reference to particular sales to third parties; trade discounts and allowances; transportation costs separately billed to, or prepaid by Sponsor). Sponsor reserves the right to substitute for the cash prize one or more items of equal or greater value.
7. **Announcement; Award of Prizes.** The Winner will be announced by June 30th, 2008 on Sponsor's website. Sponsor will notify Winner and Winner's parent/legal guardian by phone or email, using the contact information submitted with Winner's entry. Winner's parent or legal guardian must affirmatively respond to the notification as directed and by the deadline specified in the phone call or email. As condition to receiving the prize, Winner and Winner's parent or legal guardian shall be required to execute Sponsor's form of inventor license agreement granting Sponsor an exclusive license to manufacture, use, modify and sell the invention submitted as an entry to Sponsor. Sponsor is under no obligation to manufacture or sell the winning invention. The parent or legal guardian of Winners will also be required to sign a Declaration of Eligibility and Release/Indemnity form, to the extent not prohibited by law and a confidentiality agreement (as set forth in Section 5.2 above). Winner must return the forms and license agreement to Sponsor prior to receipt of the prize. The prize will be delivered to Winner by mail or other carrier (e.g. Federal Express) within 2 weeks of submission of the required forms. Winner must take possession of the \$2,000 prize as directed by Sponsor. Failure to comply with any of the foregoing (including the failure of the Winner and/or the Winner's parent or legal guardian to sign the license agreement) may result in disqualification and the selection of an alternate Winner. Winner will be solely responsible for complying with any and all applicable federal, state, local, or other statutes, regulations, and other laws and for bearing any personal income or other taxes, fees, insurance, surcharges or other costs relating to any prize. Winner may be required to provide Sponsor with Winner's social security or tax payer identification number for tax purposes.
8. **Representations.** By entering the Contest, you represent and warrant that: (a) you meet all eligibility requirements of the Contest; (b) in entering and participating in the Contest, you have complied and will comply in all respects with these Rules and all applicable statutes, regulations, and other laws; (c) you are not violating any agreement by which you are bound, including any confidentiality or license agreement; and (d) the entry consists entirely of your own original work in which you hold all rights, and does not infringe or misappropriate any rights of any other individual or entity.
9. **Limits of Liability; Release.** By entering the Contest, you and your parent/legal guardian agree that Sponsor and any Co-Sponsor will not have any responsibility whatsoever for losses or damages of any kind that result from entry or participation in the Contest or the acceptance, possession, or use of the prize. Under no circumstances will you be permitted to (and you hereby waive all rights to) claim punitive, incidental, and consequential damages or other damages. To the maximum extent permitted by law, by entering the Contest, you and your parent/legal guardian release and hold harmless Sponsor, the Judges, the Co-Sponsors and any of their affiliates, and their respective officers, directors, employees, agents and representatives, from any and all responsibility or liability (including, without limitation, for any injuries, losses, or damages of any kind, such as compensatory, direct, incidental, consequential, punitive, or other damages) arising out of or relating to: (a) the Contest; (b) claims based on copyright, trademark, or patent infringement, or infringement of other intellectual property rights; (c) the acceptance, possession, receipt, or use of any prize; (d) any entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (e) computer, telephone, cable, satellite, network, hardware, or software malfunctions or failures; garbled or jumbled transmissions; Internet or website accessibility or delays or U.S. postal delays; (f) printing or typographical errors in any Contest-related materials; (g) any other technical or human errors occurring in connection with the Contest; and (h) any claim that Sponsor or any Co-Sponsor has infringed your proprietary rights by developing or manufacturing a toy or other product similar to your entry. You and your parent/legal guardian understand and agree that if anyone makes any claim against Sponsor or Co-Sponsor arising out of or relating to a claim that your entry infringes the proprietary rights of a third party, you will pay for any damages, losses, liabilities, costs, penalties, and expenses, including without limitation attorneys' and experts' fees and costs, incurred in connection with such claim.

10. Termination. Sponsor reserves the right to suspend, modify, or end the Contest at any time prior to the End Date for any reason, in its sole and absolute discretion, including without limitation in the event of fraud, abuse, or technical or other difficulties. In such cases, Sponsor will send an e-mail notification to the e-mail address associated with each entry.
11. Advertising. To the maximum extent permitted by law, by entering the Contest, you and your parent/legal guardian consent to the use by Sponsor, or any third party chosen by Sponsor, of any and all information related to the Contest in any manner permitted by these Official Rules. All such information becomes the property of Sponsor and will not be returned. By entering the Contest, you and your parent/legal guardian grant to Sponsor the right to use any of your contact information to contact you for any reason related to the Contest, and Sponsor, or any third party chosen by Sponsor, may use any of your information for any other purpose if Sponsor first receives written consent from you and your parent/legal guardian regarding such other purpose, except to the extent prohibited by law. By entering the Contest, if you are selected as a Finalist or a Winner, you and your parent/legal guardian grant to Sponsor and the Co-Sponsors the right to use and publish your name, state of residence, likeness, photograph, voice, and biographical material and any other information in the winning entry, both online and in print, for Sponsor's or any Co-Sponsor's advertising, marketing, promotion and other purposes, except to the extent prohibited by law.
12. Applicable Law. The Contest is void outside the United States of America (and also void in Puerto Rico), and where prohibited by law. Any dispute arising out of or relating to these Rules or the Contest must be brought exclusively in the state courts located in San Francisco County, California, and Sponsor and you and your parent/legal guardian irrevocably waive any objection to the venue and jurisdiction of such courts. If any part of these Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Rules will remain in full force and effect.
13. Finalist/Winner List; Mailing List. A list of Finalists and Winner names will be posted at Sponsor's website, and may also be obtained by sending a written request and a self-addressed, stamped envelope to "Wham-O Kid Inventor Contest," 2340 Powell St. Box #390, Emeryville, CA 94608. Sponsor's phone number is 510-596-4219. Requests for removal from Sponsor's mailing list may be made by sending a written request and a self-addressed, stamped envelope to "Mailing List" at the above address, or by calling Sponsor's telephone number.
14. Miscellaneous. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor and the Judges which are final and binding in all respects. Entrants who violate these Official Rules, 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 prohibit participation in the Contest of persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.