



CONTEST SUBMISSION AGREEMENT

A PARENT OR LEGAL GUARDIAN MUST CONSENT TO THE TERMS OF THIS CONTEST SUBMISSION AGREEMENT AND SIGN THIS FORM TO INDICATE CONSENT FOR YOU TO ENTER THE CONTEST. DO NOT MAKE ANY CHANGES TO THIS CONTEST SUBMISSION AGREEMENT. IF ANY CHANGES ARE MADE TO THIS CONTEST SUBMISSION AGREEMENT, YOUR ENTRY WILL BE INVALID AND YOU WON'T PARTICIPATE IN THE CONTEST.

This Contest Submission Agreement (“**Agreement**”), effective as of the date listed on the signature page of this Agreement, is by and between Wham-O, Inc., a California corporation (“**Sponsor**”) and the Co-Sponsors (as defined in the Rules) on one hand, and the “**Entrant**” listed on the signature page of this Agreement on the other. This Agreement outlines the terms and conditions under which Entrant will participate in the Wham-O Kid Inventor Contest (“**Contest**”). As a condition to participating in the Contest, Sponsor/Co-Sponsors and Entrant agree as follows:

The Contest is governed by the Official Rules (the “**Rules**”) and the decisions of Sponsor and the Judges, whose decisions are final and binding on all matters relating to the Contest. If Entrant violates the Rules, tampers with the operation of the Contest, or engages in any conduct that is detrimental or unfair to Sponsor, the Contest or any other person entering the Contest (in each case, as determined in Sponsor’s sole discretion), Entrant may be disqualified from the Contest. **Entrant and Entrant’s parent or legal guardian must read the Rules which are incorporated by reference herein (and which may be found on Sponsor’s website at www.wham-o.com).**

Once Entrant has submitted an entry, it cannot be changed. When Sponsor receives any entry, it will become the sole property of Sponsor, and will not be returned. Entrant’s submission will not be returned at the end of the Contest. 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.

It is Entrant’s responsibility to keep all contact information for Entrant and Entrant’s parent/legal guardian current with Sponsor. Sponsor will not be responsible for any failure to contact Entrant or Entrant’s parent/legal guardian if the contact information provided is not kept current.

Entrant understands that although his or her invention is being submitted for evaluation by Sponsor in part for its potential success in the marketplace, Sponsor is not required to make any use of the winning invention (“**Winning Invention**”). Sponsor may or may not manufacture and/or sell a product based on the Winning Invention, and the decision whether or not to manufacture and/or sell such a product is in the sole and absolute discretion of Sponsor.

Each Finalist (as defined in the Rules) (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. Entrant also understands that to receive the \$2000 cash prize, the Winner of the Contest must execute Sponsor’s form of inventor license agreement (“**License**”). If Sponsor chooses to manufacture and sell the Winning Invention, all of the terms of the License will apply,

including without limitation that Winner will receive royalties from each sale of the Winning Invention in the amount of 3% of Net Sales within a certain territory ("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.

By entering the Contest, Entrant represents and warrants that:

- (a) Entrant meets all eligibility requirements of the Contest, as set forth in the Rules;
- (b) In entering and participating in the Contest, Entrant has complied and will comply in all respects with the Rules and all applicable statutes, regulations, and other laws;
- (c) Entrant is not violating any agreement by which Entrant is bound, including any confidentiality or license agreement;
- (d) The entry consists entirely of Entrant's own original work in which Entrant holds all rights, and does not infringe or misappropriate any rights of any other individual or entity, such as trademark, copyright, or patent rights;
- (e) The entry has not been previously published or disclosed, such as at a school science fair; and
- (f) The entry has not been submitted to another contest or competition, whether entered previously or at the same time as this Contest.

By entering the Contest, Entrant and Entrant's 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 Entrant be permitted to (and hereby waives all rights to) claim punitive, incidental, and consequential damages or other damages. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, BY ENTERING THE CONTEST, ENTRANT AND ENTRANT'S 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 ENTRANT'S PROPRIETARY RIGHTS BY DEVELOPING OR MANUFACTURING A TOY OR OTHER PRODUCT SIMILAR TO ENTRANT'S ENTRY.** Entrant and Entrant's 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 Entrant's entry infringes the proprietary rights of a third party, Entrant and Entrant's parent/legal guardian 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.

To the maximum extent permitted by law, by entering the Contest, Entrant and Entrant's 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 the Rules. All such information becomes the property of Sponsor and will not be returned. By entering the Contest, Entrant and Entrant's parent/legal guardian grant to Sponsor the right to use any of Entrant's contact information to contact Entrant for any reason related to the Contest, and Sponsor, or any third party chosen by Sponsor, may use any of Entrant's information for any other purpose if Sponsor first receives written consent from Entrant and Entrant's parent/legal guardian regarding such other purpose, except to the extent prohibited by law. By entering the Contest, if Entrant is selected as a Finalist or a Winner, Entrant and Entrant's parent/legal guardian grant to Sponsor and the Co-Sponsors the right to use and publish Entrant's 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.

Entrant hereby represents that (i) Entrant has read the above Agreement (or it has been read to Entrant) prior to signing it, (ii) that both Entrant and Entrant's parent or legal guardian is fully familiar with the contents of the Agreement, and (iii) Entrant's parent or legal guardian has signed this Agreement below under the Section titled "Parent/Legal Guardian Consent."

ENTRANT SIGNATURE _____ **DATE** _____

PLEASE PRINT THE FOLLOWING FOR ENTRANT:

NAME: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

TELEPHONE:() _____ **BEST TIME TO CALL:** _____

EMAIL: _____

PARENT/LEGAL GUARDIAN CONSENT

I am the parent/legal guardian of the Entrant listed above, who is a minor child. I have read this Agreement and the Rules, and have discussed them with Entrant. I am familiar with the nature of Entrant’s invention and the contents of Entrant’s submission. I hereby give my consent for Entrant to enter the Wham-O Kid Inventor Contest. I understand that Entrant’s personally identifiable information is being submitted to Sponsor in this Agreement and in the Contest Entry Form, and I hereby consent to Sponsor’s collection of such information for the purposes of administering the Contest.

PARENT/GUARDIAN SIGNATURE _____ **DATE** _____

PLEASE PRINT THE FOLLOWING FOR THE ENTRANT’S PARENT/GUARDIAN:

NAME: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

TELEPHONE:() _____ **BEST TIME TO CALL:** _____

EMAIL: _____

ALL ENTRIES MUST INCLUDE THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN ON BOTH THE CONTEST ENTRY FORM AND THIS 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 THIS CONTEST SUBMISSION AGREEMENT WILL BE DESTROYED BY SPONSOR AND NOT RETURNED TO YOU.