

## CARTOON NETWORK 30<sup>th</sup> BIRTHDAY SWEEPSTAKES OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

**If you choose to participate via mobile phone, message and data rates may apply based on your wireless carrier's rate plan. Internet access may not be available from your wireless carrier, or in your area. Message and data rates may apply even if your use of a mobile phone does not result in Sweepstakes entry.**

**1. ELIGIBILITY.** The Cartoon Network 30<sup>th</sup> Birthday Sweepstakes ("Sweepstakes") is open to legal residents of the 50 United States and the District of Columbia, **who are at least thirteen (13) years or age on the date of entry.** The following are also ineligible: employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of The Cartoon Network, Inc. ("Sponsor"), Warner Media, LLC, and each of their respective parents, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities (collectively, including Sponsor, the "Sweepstakes Entities").

The Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. By entering the Sweepstakes, Entrants agree to accept and be bound by all terms of these Official Rules and Regulations ("Official Rules"). Void in Puerto Rico, U.S. territories and possessions and where prohibited by law.

**2. HOW TO ENTER.** To enter the Sweepstakes, participants must log on to <https://www.cartoonnetwork.com/promos/CNSweepstakes> during the Entry Period (defined below) and follow the directions to enter by providing and submitting participant's email address. Participants may enter the Sweepstakes beginning at 12:01 a.m. Eastern Time ("ET") on October 1, 2022 until 11:59 p.m. ET on October 31, 2022 ("Entry Period"). No other methods of entry will be accepted.

Limit: one (1) entry per person/household/e-mail address per calendar day during the Entry Period. Multiple entries received in violation of the entry limitation, false or deceptive acts or entries, or entries generated by script, macro or other automated means will be void, will render a participant ineligible, and also may result in participant no longer being allowed to enter Sponsor's sweepstakes, contests or other promotions in the future, at Sponsor's sole discretion.

Entries must be submitted in the name of an eligible living individual and prize(s) can only be awarded to the individual e-mail account holder whose name is on or corresponds to each winning entry, provided however, a child who submits an entry in the name of his/her parent's e-mail account will be deemed the qualifying entrant. All entries become the property of Sponsor and will not be acknowledged or returned.

The Sweepstakes Entities and each of their respective employees, officers, directors, representatives and agents (collectively, the "Released Parties") are not responsible for

misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network, cable, satellite, Internet service provider, telephone, telephone lines or other connections, preemptions, blackouts or any other non-controllable acts concerning a television broadcast, failed, incomplete, garbled or delayed computer transmissions or other errors or problems of any kind which may limit or affect a person's ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes which corrupt or undermine the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of termination, Sponsor reserves the right, at their sole discretion, to award the prizes from among all non-suspect eligible entries received up to the time of such action.

**3. HOW TO WIN; ODDS OF WINNING:** On or about November 7, 2022, thirty (30) winners (when verified by the Sponsor, as set forth below) will be randomly selected by Sponsor from among all eligible entries received during the Entry Period.

The odds of winning will depend on the total number of eligible entries received. **MANY WILL ENTER, FEW WILL WIN. THERE WILL ONLY BE THIRTY (30) WINNERS.**

Potential winners will be sent an e-mail from the Sponsor (the "Prize Notification E-mail") notifying them of their status and containing a prize acceptance package; potential Winners must submit a fully completed prize acceptance package consisting of an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited by law) or a Prize Acceptance Form, and any other required documents (collectively, the "Winner Documents"), signed by a parent or legal guardian (required for any winner under the age of eighteen (18)) and sent back to Sponsor via scan/e-mail or fax for Sponsor's receipt within three (3) days of date of the Prize Notification E-mail (as specified in the supplied instructions). If any potential winners cannot be contacted or fail to sign and return the Winner Documents within the required time period, the person will be deemed ineligible, the prize will be forfeited and an alternate potential winner will be selected. The decisions of Sponsor in all matters regarding the Sweepstakes are final and binding.

#### **4. PRIZES.**

**GRAND PRIZES:** One (1) grand prize winner will receive a pair of custom Cartoon Network branded painted Vans shoe *with an approximate value retail value of \$60.00.*

**SECONDARY PRIZES:** Thirty (30) prize packs (one per winner) consisting of a Cartoon Network t-shirt (*approximate retail value of \$25.00*), Cartoon Network bucket hat (*approximate retail value of \$22.00*) and a Cartoon Network DVD box set (*approximate retail value of \$20.00*). *Each secondary prize pack has an approximate retail value (ARV) of \$67.00.*

***TOTAL ARV OF ALL THIRTY-ONE (31) PRIZES: \$2,070.00***

No substitution or transfer of prizes or cash redemption is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value in the event the advertised prize (or portion thereof) is not available for any reason, at its sole discretion. Winners are responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. All details of the prizes not specified herein at Sponsor's sole discretion.

**5. GENERAL.** By participating in this Sweepstakes, participants grant the Sweepstakes Entities the right, unless prohibited by law, to use the participant's name, voice, picture and likeness, and biographical information, without compensation, further notification or approval, for the purpose of advertising and publicizing the goods and services of the Sweepstakes Entities and all matters related to the Sweepstakes, in any manner or medium, throughout the world in perpetuity.

THE RELEASED PARTIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND PARTICIPANTS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS OR FOR LOST, LATE, MISDIRECTED, INCOMPLETE, CORRUPTED OR ILLEGAL/UNAUTHORIZED SUBMISSIONS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT SPONSOR HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

**CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**6. ARBITRATION/CLASS ACTION WAIVER: PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT OR CLASS ACTION IN COURT.**

The Sweepstakes Entities and you ("Parties") agree that these Official Rules affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

Any dispute/claim relating to this contract or its breach, the Official Rules or any prize awarded (“Claim”), that is not informally resolved within fifteen (15) days of notice, shall be finally resolved by arbitration in your state of residence. The arbitration will be administered by the AAA under its AAA Rules, will be conducted in English and by a single arbitrator, and any court with jurisdiction may enter judgment regarding the arbitrator’s award.

The Sweepstakes Entities will bear the cost of any arbitration filing fees and arbitration fees for claims of up to Seventy-Five Thousand US Dollars (\$75,000 USD), unless the arbitrator determines that the arbitration is frivolous. You are responsible for any other costs that you may incur in the arbitration, including, attorney fees and expert witness costs, unless the Sweepstakes Entities are otherwise required to pay such costs under applicable law. You may pursue your claim in small claims court where jurisdiction and venue over the Sweepstakes Entities is proper if your claim otherwise qualifies for such court and you do not seek any equitable relief.

The Parties agree that the Sweepstakes Entities and you will resolve any Claim on an individual basis, and that any Claim will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding (“Class Proceeding”). The Parties further agree that neither will participate in any current or future Class Proceeding brought by any third party relating to the contract, Official Rules, or any prize.

If any court or arbitrator determines that the class action waiver is void or unenforceable or that arbitration may proceed on a class basis, then the relevant claim will not be subject to arbitration and must be litigated in federal court located in New York, New York.

The agreement to arbitrate and class action waiver also apply to any Claims you assert against the Sweepstakes Entities’ or their advertisers or their respective present or future parent, subsidiary or affiliated companies.

**7. PRIVACY POLICY:** Any personal information collected during participation in this Sweepstakes will be used by Sponsor, its affiliates, agents and marketers solely for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and will otherwise be subject to Sponsor’s Privacy Policy as stated at <https://www.cartoonnetwork.com/legal/privacy.html>.

**8. OFFICIAL RULES OR WINNERS LIST:** For a copy of these Official Rules or the Winners List (which should be available on November 1, 2022), send a self-addressed, stamped envelope (residents of Vermont need not include return postage for rules requests) to the following address: (please specify “Official Rules” or “Winners”) Cartoon Network 30<sup>th</sup> Birthday Sweepstakes, 1050 Techwood Drive, Atlanta, Georgia 30318, Attn: Amber Freidenfelds. All requests must be received by December 1, 2022.

**9. SPONSOR:** The Cartoon Network, Inc. A WarnerMedia Company. All Rights Reserved.