

Dads Who Play Barbie Challenge

AFFIDAVIT OF ELIGIBILITY/LIABILITY/PUBLICITY & RELEASE

I, _____ (**Name**), understand that I have been selected as a potential Finalist in the Mattel, Inc. (hereinafter "Sponsor") the "*Dads Who Play Barbie Challenge*" (hereinafter "Contest"). As fully set forth in the Contest Rules, with the potential to be selected as the Grand Prize winner I will receive the First Prize of receive one (1) Barbie® doll and \$250.00 cash (USD) to be awarded in the form of a check, Approximate Retail Value of prize: \$275.00, the Finalist Prize of one (1) Barbie® Dreamhouse®, Approximate Retail Value of prize: \$200.00 (USD) and the Grand Prize, a 4-day/3-night trip for up to four (4) to Los Angeles, California to tour the Mattel headquarters for a behind-the-scenes look at the Barbie® manufacturer and the opportunity to experience first-hand what it feels like to be a Barbie® designer and \$25,000 (USD) cash to be awarded in the form of a check, Approximate Retail Value of prize: \$4,500.00. See the Official Rules for full details, restrictions and conditions.

I am submitting this Affidavit of Eligibility/ Release with the understanding that it will be relied upon to determine my eligibility in the Contest. In connection with my participation in this Contest and my acceptance or use of the prize, I make the following representations, and agree to the following:

I warrant and represent that I: (a) am 18 years of age or older (or the age of majority in the country/province/state of my residence, whichever is older) as of date of entry a legal resident of the 50 United States and the District of Columbia, Canada (excluding Quebec), the United Kingdom, Germany, Australia, France or Mexico, (c) am not an individual who, within six (6) months prior to the start date of the Contest, performed services for Sponsor, LeadDog Marketing Group, Inc., Tongal, Inc., any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prizes, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals ("immediate family" and "household members" being defined in the Contest Rules), currently work for, or have other obligations to, a party such as an employer or principal that would have any ownership or other interest in the Submission (by contract or other commitment or restriction by which you may be bound), or your Submission would violate any rights of that party or would be contrary to any other obligations you may have to that party (d) satisfy all other requirements set forth in the Contest Rules, and (e) have not committed fraud or deception in entering the Contest.

Without limiting any of the Releases previously granted, I and my heirs, executors, administrators and assigns agree to the fullest extent permitted by law (excluding only negligence and/or other rights/interests that cannot be lawfully waived pursuant to the law of my given jurisdiction) hereby voluntarily release, discharge, waive, hold harmless and relinquish any and all actions, claims or causes of action against Sponsor, LeadDog Marketing Group, Inc., Tongal, Inc., Facebook, Inc., Google, Inc., Twitter, Inc., Instagram LLC, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prizes, and/or their respective parent, subsidiary, affiliated and successor companies, as well as their respective officers, directors, employees, agents and representatives (collectively, the "Released Parties") arising from any and all actions, claims, injury, loss or damage to person(s) or property arising in or relating in any manner, directly or indirectly, to my participation in the Contest and/or my acceptance, possession, receipt and/or use or misuse of any prize, except that the waiver does not restrict me from raising claims which cannot be waived under applicable local law in my jurisdiction such as claims regarding loss of life, body injury, or claims relating to a violation to a principle, cardinal duty under the relevant legal relationship.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the aforementioned parties to be released, and that no action will be taken by or on behalf of the undersigned with respect to any such rights, it being understood that this release shall be binding upon the heirs, executors, administrators and assigns of the undersigned.

Without limiting any of the rights previously granted, I hereby grant Sponsor and designees a royalty-free, non-exclusive license to use my video, name, voice, likeness and/or biographical information (city and state/province/territory and/or country of residence only) on the World Wide Web, and to otherwise use, reproduce, communicate to the public and cause to be seen and/or heard in public, in particular all digital

and online media, printed media, social media for all purposes in connection with this Contest, my video and the names, voices, images, photographs, and likenesses therein without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest for the duration of the copyrights. I understand Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation to me. I agree to cooperate with any and all publicity efforts of the Contest and my winning entry.

I understand that the Released Parties are only responsible for the prize as described in the Contest Rules; any and all other unspecified costs relative to the prize are my sole responsibility.

I understand that if I am a non-U.S. Winner, I am solely responsible for U.S. Foreign withholding tax on prize in addition to taxes levied by my country of residence on value of prize won.

I agree to return immediately upon demand to Sponsor the prize or the value of the prize which has been or may be awarded to me if any statement made by me in this Affidavit is false.

I acknowledge that I have read or have had read to me and understood the foregoing Affidavit of Eligibility/ Release (the "Affidavit"). I represent that I have full authority to enter into the Affidavit and I am executing the Affidavit knowingly, voluntarily, willfully and free from any coercion or duress. I am fully aware of the Affidavit's contents and legal effect. The representations made in the Affidavit are true and I agree to abide by all of the terms contained therein.

I acknowledge that I had affirmatively accepted and agreed to the Official Rules of the Contest at the time my entry was submitted and again acknowledge that I have read, understand, accept and agree to all the terms & conditions contained therein.

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AFFIDAVIT OF ELIGIBILITY, INDEMNIFICATION AND PUBLICITY RELEASE

Name (Please Print)

Today's Date

Signature

Date of Birth

Street Address

Home Telephone

City, State/Province/Territory, Zip

Cell Phone

Country

GRANT OF RIGHTS/RELEASE

I appeared in and/or otherwise contributed to the creation of a video submitted by _____ ("Entrant") as an entry in **The Dads Who Play Barbie Challenge (the "Promotion")** sponsored by **Mattel, Inc. (the "Sponsor")**.

I grant Sponsor and its designees a royalty-free, non-exclusive, irrevocable, perpetual, worldwide, transferable, sublicenseable license to use the video in which I appeared and/or otherwise contributed to the creation of (to the fullest extent that I have any legal rights in such video), as well as my name, voice, image, photograph, and other indicia of my persona for advertising, trade and promotional purposes in any media, worldwide, without payment or consideration, in perpetuity, without notice, review or approval. Relative to such grant of rights, I further understand and agree that Sponsor and its designees have no obligation under any legal theory to make any use of the video (or my appearance and/or other contribution to the creation of same). I also agree, upon Sponsor's request and without consideration, to sign any and all additional documents that Sponsor deems necessary so as to record, perfect or effect the preceding grant of rights.

I, for myself, my heirs, executors and administrators and anyone who may take by or through me, release and agree to indemnify, hold harmless and defend Sponsor, LeadDog Marketing Group, Inc., Tongal, Inc., and each of their respective parents, subsidiaries, affiliated and successor companies, advertising and promotion agencies and prize suppliers ("Released Parties"), and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns, from any and all liability in conjunction with my appearance in or other contribution to the creation of Entrant's video, including but not limited to any claim of ownership or other intellectual property rights therein, any claim of attribution to the video, royalty payments or other consideration of any kind, or violation of right of privacy, right of publicity, defamation or libel. I further waive any "Moral Right of Authors" (*Droit Moral*) with regard to my appearance in or other contribution to the creation of Entrant's video.

I understand and agree that the preceding grant of rights and release and indemnification shall be binding and enforceable to the fullest extent permitted by law in my jurisdiction of residence. And, depending on my jurisdiction of residence, the release and indemnification may exclude negligence and/or other rights/interests that cannot be lawfully waived by a party pursuant to law. I further acknowledge and agree that, to the extent that the release and indemnification transcends what is permitted by law in my jurisdiction of residence, the release and indemnification shall be modified so that it most closely approximates the original intent of Sponsor and is lawful.

I further acknowledge that as the Entrant created the video and submitted it as an entry in the Promotion, I have no right under any legal theory to any prize that the Entrant may win in the Promotion in conjunction therewith.

I have read, fully understand and agree to all of the foregoing.

(Printed Name)

(Signature)

(Date)

If signatory is a minor, that is, not of age of majority in his/her jurisdiction of residence, the following must be completed and signed by his/her parent or legal guardian:

I, _____, as the parent or legal guardian of the above named individual, hereby ratify and agree to the foregoing Grant of Rights/Release on behalf of myself and my child.

Parent/Legal Guardian's Signature

Date