

## **HOT WHEELS™ 2020 Kroger Honda Civic Sweepstakes**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**MANY WILL ENTER; ONE WILL WIN.**

**PROMOTION ENTRY PERIOD:** Sweepstakes begins at 6:00 a.m. Pacific Time (PT) on 7/12/20 and ends at 11:59 p.m. Pacific Time (PT) on 10/10/20 ("Entry Period").

**SPONSOR:** Mattel, Inc., 333 Continental Blvd., El Segundo, CA 90245 ("Sponsor").

**ADMINISTRATOR:** Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, NY 10001

**ELIGIBILITY:** **HOT WHEELS™ 2020 Kroger Honda Civic Sweepstakes** is open to U.S. citizens, 18 or older (or who have reached the age of majority in their state of primary residence, whichever is older) at time of entry, who are a licensed driver, and who meet the eligibility requirements detailed in this section. The Sweepstakes and any Website pages and advertisements relating thereto are intended for viewing within the United States only. Employees, officers and directors of Sponsor, Administrator, American Honda Motor Co. Inc. ("Honda"), The Kroger Company, and their respective, affiliated and subsidiary companies, advertising and promotional agencies and suppliers of promotion materials and services, and any other entity engaged in any way in the development, production, printing, distribution or execution of the Sweepstakes (collectively "Sweepstakes Entities") and members of the immediate family or household (whether or not related) of such individuals are not eligible. ("Immediate family" means spouse and parents, grandparents, siblings and children and their spouses, whether or not residing with the ineligible individual.) Void in Puerto Rico and U.S. territories and where prohibited or restricted by law.

**ENTRY METHOD:** Visit [www.hotwheels.com/carsweeps](http://www.hotwheels.com/carsweeps) ("Website") during the Sweepstakes Entry Period and follow all instructions to complete and submit the Sweepstakes entry form in its entirety ("Entry(ies)").

Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned. Proof of submission does not constitute proof of receipt. **Limit: one entry per person, per email address per day regardless of whether one person has more than one email address or more than one person uses the same email address.** If there is a dispute as to the identity of entrant, the prize will be awarded to the authorized account holder of the email address associated with the winning entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Neither the Sponsor, Administrator, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries that are altered,

deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, stolen or otherwise not in compliance with these Official Rules; technical errors or difficulties, garbled or jumbled transmissions; whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified.

**ONE (1) GRAND PRIZE (“Grand Prize” or “Prize”):** one (1) **2020 Honda Civic Coupe LX CVT (“Car”)** will be awarded to the grand prize winner (“Grand Prize Winner” or “Winner”). The Manufacturer’s Suggested Retail Price (“MSRP”) of the Grand Prize is \$21,050. The actual market value is subject to market conditions, which can fluctuate, and any difference between actual market value and MSRP will not be awarded. Grand Prize Winner will be solely responsible for any and all expenses related to the Car apart from its cost and any delivery/freight charges related to its delivery to a Sponsor-selected Honda dealership near Grand Prize Winner’s residence (“Dealer”), including but not limited to: fees for title, license and registration, insurance, taxes, gasoline, as well as all other expenses relating to the receipt and use of Car, including any travel and transportation costs associated with collecting the Car. Car will be delivered with standard equipment, as described above; any upgrades and options are at the sole expense of the Grand Prize Winner. Car color and other Car options and equipment are to be selected by Sponsor and/or Honda and are subject to availability. At the time Car is delivered, Grand Prize Winner must have a valid driver’s license and provide a valid Social Security number and evidence of auto insurance; failure to show any of the required documentation may result in prize forfeiture and selection of an alternate winner. Delivery of Car must be taken from the Dealer on a Sponsor-selected date. If Grand Prize Winner is unable to pick up the Car at the Dealer, an additional delivery fee may apply, which will be solely the Grand Prize Winner’s responsibility. **No prize substitution allowed except, at Sponsor’s sole discretion, a prize of equal or greater value may be substituted.** If the Grand Prize Winner cannot accept the Car, the Grand Prize will be considered forfeited in its entirety, and at Sponsor’s sole discretion, awarded to an alternate winner. A prize cannot be used in conjunction with any other promotion or offer.

**PRIZE WINNER SELECTION AND VERIFICATION:** On or about October 15th, 2020, in a random drawing conducted by the Administrator, the potential Grand Prize Winner will be selected from all eligible Entries received. The decisions of the Administrator shall be final and binding. The potential Grand Prize Winner will be notified by email or phone within two (2) business days of the drawing. The potential Grand Prize Winner will be required to sign and return an affidavit of eligibility and liability and publicity release (“Affidavit”) to Administrator within five (5) business days of notification date or attempted notice is sent, in order to claim his/her Prize. Grand Prize Winner will be required to furnish his/her Social Security number to the Administrator and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. American Honda Motor Co. colloquially referred to as Honda (“Honda”) will be handling the 1099 process.

At the sole discretion of the Administrator or Sponsor, Prize forfeiture and the selection of an alternate Winner may result from any of the following: i) an Affidavit or a Prize notification is returned as undeliverable; ii) the Affidavit is not returned within the date specified on notification; iii) a Winner is otherwise found to be ineligible; iv) Winner cannot or will not accept or receive the Prize for any reason; v) Prize returned undeliverable; and vi) any other non-compliance with these Official Rules. There will be three (3) alternate drawings after which the Grand Prize will remain unawarded.

**GENERAL CONDITIONS:** Sponsor and/or Administrator is not responsible for any change of email address If any notification is returned as undeliverable, or if potential Winner is not reachable at email

address or phone number provided, potential Winner will be disqualified and prize will be awarded to an alternate potential Winner selected at random from all eligible Entries received. **If Prize is forfeited, it may be awarded, at the Sponsor's discretion, to an alternate potential Winner selected from among all eligible non-winning entries.** All taxes (including but not limited to federal, state, local, sales and income tax) are the Winner's responsibility. A Form 1099 will be issued to the Winner. Except where prohibited by law, entry and acceptance of Prize constitute permission to use Winner's name, prize won, hometown, likeness, photographs and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Any depiction of the Prize is for illustrative purposes only and may not reflect actual Prize won. **At the sole discretion of the Sponsor, no Prize substitutions will be available.** Prize is not redeemable for cash. No transfer of Prize to a third party is permitted. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these rules or entry forms to its members. All persons, by participating in this Sweepstakes, agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator shall be final and binding.

**RELEASES:** Entrants agree to release, defend and hold harmless Sweepstakes Entities as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of the Prize awarded herein; or 2) participation in the Sweepstakes or any Prize-related activities, including but not limited to traveling to or from any Prize-related activity. Sponsor is not responsible if Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. In the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, pandemics or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select a Winner by such method as Sponsor in its sole discretion shall consider equitable.

Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use or redemption of Prize. Sweepstakes Entities assume no liability or responsibility in connection with the safety or performance of Prize awarded hereunder nor in connection with any warranty or representation therewith.

By entering the Sweepstakes, entrant affirms that they have read, understood and accepted these Official Rules. The laws of California apply to and govern Sweepstakes, and any claims must be raised and resolved in California.

As a condition of entering the Sweepstakes and any other time you provide your information to Sponsor, you agree to the collection, processing, storage, and sharing (i.e., by way of example only, with Sponsor's parent company, its affiliates, and with third-party partners, service providers, etc.), of your information (including your personal information or personal data) by Sponsor for the purpose of administering this Sweepstakes (i.e., communicate with you, process your submission, etc.) and to comply with applicable laws, rules, and regulations. To learn more about how Sponsor handles your

information read Sponsor's Privacy Statement located at <http://corporate.mattel.com/privacy-statement.aspx> .. Additionally, if you opt in to receive information from American Honda Motor Co., and/or The Kroger Company, you agree for Sponsor to share your information (including your personal information or personal data) to the respective company or companies. For such opt-in, your information will be handled under such company's applicable privacy notice(s) and privacy policy, as disclosed/referenced on the entry page. Sponsor recommends you read such company's privacy notice(s) and privacy policy to learn more about how such companies handle your information.

The Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor will award any prize at random from among the eligible, non-suspect entries received for the Sweepstakes up to the time of the impairment. The Sponsor is not responsible for human errors, or any error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is also not responsible for any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any materials in conjunction with the Sweepstakes.

**CAUTION:** Any attempt by an entrant to deliberately damage Website or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person or persons to the fullest extent permitted by law.

**WINNER'S NAME:** For the Winner's name, send a self-addressed stamped envelope on or before November 15th, 2020, to: **HOT WHEELS 2020 Kroger Honda Civic Sweepstakes** Winner's Name, c/o Ventura Associates Int'l LLC, Department HD, 494 Eighth Avenue, Suite 1700, New York, NY 10001.

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