

## The Teenage Mutant Ninja Turtle™ 25th Anniversary Totally Tubular Sweepstakes Official Rules and Regulations

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Many will enter a total of one (1) will win. A purchase will not increase your chances of winning a prize in this The Teenage Mutant Ninja Turtle™ 25th Anniversary Totally Tubular Sweepstakes (the "Sweepstakes"). SWEEPSTAKES BEGINS AT 12:01 AM (ET) ON January 1, 2009 AND ENDS AT 11:59 PM (ET) ON March 17, 2009.

**ELIGIBILITY:** Sweepstakes open to legal U.S. residents of the fifty (50) United States and Washington D.C., aged 18 and older at the start of this Sweepstakes. Void outside the United States, in Canada, Puerto Rico and all other U.S. territories, U.S. military installations in foreign countries and possessions and where prohibited or restricted by law. The following individuals are not eligible to participate or win a prize in this Sweepstakes: **(a)** Employees and their immediate families or members of their households of 4Kids Entertainment, Inc. ("Sponsor"), its agents, including advertising and promotional agencies, participating television stations or their affiliates, parent, subsidiary or related companies; **(b)** Individuals, including employees and their immediate families or members of their households, involved in the production or promotion of any programming produced by or affiliated with 4Kids Entertainment, Inc., including programs appearing within the CW4Kids programming block; **(c)** employees and their immediate families or members of their households of The CW Network, LLC, their respective agents, including advertising and promotional agencies, participating television stations or their affiliates, parent, subsidiary or related companies; and **(d)** employees and their immediate families or members of their households of Mirage Studios Inc., Playmates Toys, Inc., Peppercom Inc. and their respective agents, including advertising and promotional agencies, or their affiliates, parent, subsidiary or related companies (collectively referred to as the "Sweepstakes Parties").

**ENTRY:** Beginning January 1, 2009 at 12:01 AM (ET) through March 17, 2009 at 11:59 PM (ET), visit [www.TMNT25.com](http://www.TMNT25.com) and complete the required registration pursuant to the on screen instructions. Then, enter your first name, last name and email address on the Sweepstakes Entry Page. When you finish, click the "Submit" button to transmit your entry and enter for a chance to win. No incomplete, forged or altered entries will be accepted. Online entries will be accepted from January 1, 2009 at 12:01am (ET) until March 17, 2009 11:59pm (ET) (the "Sweepstakes Period"). No incomplete, forged or altered entries will be accepted.

**ENTRANT'S RESPONSIBILITY:** By entering this Sweepstakes, each entrant agrees to be bound by these Official Rules, and the decisions or determinations of the Sponsor shall be final and binding in all respects. The Official Rules will be posted on the Sponsor's website [www.TMNT25.com](http://www.TMNT25.com) throughout the Sweepstakes Period. Failure to comply with these Official Rules will result in disqualification. Entries submitted and received during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent drawings or sweepstakes operated by the Sponsor. Entries received after the Sweepstakes Period will not be automatically entered into any other promotion operated by the Sponsor concurrently or at a later date. The Sponsor is not responsible for printing errors, misdirected mail or electronic mail, or entries that are lost, stolen, illegible, corrupted, damaged, late, misrouted or incomplete. All entries must be received in accordance with the section captioned ENTRY.

**DRAWING:** A random drawing will be held, on or about March 18, 2009. One (1) potential Prize Winner will be selected from among the eligible entries received by the end date of the Sweepstakes Period. ANY PERSON SELECTED AND NOTIFIED AS A PRIZE WINNER WILL BE DEEMED A POTENTIAL WINNER PENDING VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES. Any potential winner that is deemed ineligible during the verification process will not be eligible to win a prize in this Sweepstakes. All prize winners will be notified by email sent to the entrant's email address, provided at the time of entry. In the event that insufficient eligible entries are received, the excess prize(s) will be deemed forfeited and will not be awarded. Prizes may be awarded in the name of the winner, as required. Each entrant shall only be eligible to win one (1) Prize per drawing.

**PRIZES:** One (1) Prize Winner will receive:

- A trip to NYC for two (2) including : the winner and a quest- for three (3) days and two (2) nights including: Airfare (ARV \$1,400), Hotel (ARV \$1,000) and Spending Money (\$600) (Total NYC Trip ARV \$3,000)
- A TMNT Bronze Statue (ARV \$1,500.00)

Total Prize Value is \$4,500.00

**ODDS:** The odds of winning a prize in this Sweepstakes are dependent upon the number of eligible entries received. Many will enter. A total of one (1) will win.

**INTERNET:** If for any reason Sponsor is not able to administer the Sweepstakes as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Sponsor or its agents that corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to suspend or cancel the Sweepstakes. Sponsor also reserves the right to disqualify any individual, who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted on [www.TMNT25.com](http://www.TMNT25.com) and a random drawing will be held from among all eligible entries received up to the point of termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive e-mail messages or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating or downloading any materials in the Sweepstakes. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. The use of automated software or computer programs to register or to enter this Sweepstakes is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**GENERAL:** Date of trip to be determined by the Sponsor and winner. Travel must be completed by December 31, 2009. If travel is not completed by December 31, 2009, the Prize will be deemed forfeited. The Prize winner at his/her option may elect to accept \$3,000.00 (the cash equivalent of the trip) in lieu of accepting the trip. Such decisions shall be made at the time that the Prize Winner accepts their Prize & sends back his/her Winner Documents. In the event that the actual Prize value turns out to be less than the stated ARV of \$3,000.00, the difference in value will not be awarded in cash.

All expenses not specifically mentioned above are not included and are solely the winner's responsibility, including but not limited to: Daily transportation, transportation to and from airports, gratuities, meals and other incidentals not specifically stated. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. The Prize Winner will be required to sign: (a) an affidavit of eligibility and compliance with official rules and any and all legal documents which sponsor may require (including a W-9 tax form); (b) a release of liability releasing Sponsor and Sweepstakes Entities from any and all liability, claims, demands and causes of action for personal injury (including death) and/or damage, theft, or loss suffered in connection with this Sweepstakes or the use or acceptance of the prizes or any portion thereof to be eligible for the Prize.

In addition, the Prize Winner and his/her travel companion must sign a travel release of liability releasing Sponsor and Sweepstakes Entities from any and all liability, claims, demands and causes of action for personal injury (including death) and/or damage, theft, or loss suffered in connection with this Sweepstakes or the Prize any thereof to be eligible for the Prize prior to ticketing.

Except as otherwise set forth herein, no prize awarded in this Sweepstakes is transferable, nor may such prize be sold, refunded, commissioned, bartered, exchanged or redeemed for cash. Each potential winner will be notified at the email address provided for during the entry process. The winner (as applicable) may be required to execute and return a Notice of Acceptance, Affidavit of Eligibility, Liability Release (or General Release) and a Publicity Release (where lawful) within seven (7) calendar days of the date of email notification. If any potential winner fails to return all required documents the selected potential winner will be disqualified and his/her prize will be forfeited and awarded to an alternate winner without exception. The winner may be required to present additional documentation, including but not limited to state or government-issued identification, W-9 tax form, unexpired passport, school identification card, birth certificate (certified or uncertified), utility bill or other verifiable records, to be determined by Sponsor or its agent(s), prior to fulfillment of a prize in order to determine if all eligibility requirements have been met. Each winner (as applicable) agrees to the use by Sponsor, and third parties, of such winner's name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Prizes will only be sent to winner's home address provided by winner in the Notice of Acceptance. A prize shall be awarded to only one designated individual unless otherwise determined by the Sponsor in its sole discretion. All prizes shall be awarded, in Sponsor's sole discretion, in the name of the winner. In the event of a dispute or claim, including without limitation any dispute or claim arising out of the declaration of the winner, the entrant shall have no claim or other recourse against Sponsor, Sweepstakes Parties, parent company, subsidiaries, affiliates, agents, employees, directors, officers, participating television stations or advertisers. If any selected winner is unable to be contacted at the email address provided for any reason, including but not limited to the entrant providing an incomplete or invalid email address, presence of any parental controls, spam or other filtering software present on entrant's computer, or if any prize notification or any prize is returned to Sponsor or

Sponsor's fulfillment company as undeliverable, such winner's prize will be awarded to an alternate winner, without exception. The Sponsor reserves the right to substitute any or all prize elements for others of equal or greater value for any reason. All prizes, will be awarded provided a sufficient number of eligible entries are received and prizes validly claimed by December 31, 2009, after which no alternate winners will be selected, nor unclaimed prizes awarded. All federal and state laws and regulations apply to this Sweepstakes which is void where prohibited. The Sweepstakes will be governed by the internal laws of the State of New York.

**RELEASE and WAIVER:** By participating in this Sweepstakes, each entrant forever and irrevocably release the Sponsor and Sweepstakes Parties, and their advertising and promotion agencies, prize providers, participating and affiliated television stations, networks and broadcasters, and their respective affiliates, parent and subsidiary companies, directors, employees, officers, and agents, from any and all liability, loss, injuries, damages, costs or expenses (including attorney's fees and legal costs) with respect to participation in this Sweepstakes, acceptance and/or use or misuse of any merchandise or prize, printing or distribution errors, claims based upon the right of publicity and invasion of privacy and acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for use which are expressly disclaimed. Each participant waives the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to redeem said prize, if applicable, and any liability that might arise from redeeming or seeking to redeem said prize.

As a condition of receiving a prize, the prize winner irrevocably and forever consent to the Sponsor's use of the prize winner's name, photographs, biographical information, voice, statements or likenesses for publicity or advertising purposes without compensation in any and all media now known or hereafter discovered, worldwide, without the right to receive notice, review or approve by the prize winner, where permitted by law.

**FORCE MAJEURE:** The failure of the Sponsor or prize providers to comply with any provision of these Official Rules and Regulations due to an act of God, hurricane, war, terror, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other *force majeure* event will not be considered a breach of these Official Rules and Regulations.

**TAXES:** All prize winners shall be responsible for any and all federal, state or local income or excise taxes, or other associated costs, as applicable.

**SPONSOR:** The Sponsor of The Teenage Mutant Ninja Turtle™ 25th Anniversary Totally Tubular Sweepstakes is 4Kids Ad Sales, 53 W. 23<sup>rd</sup> Street 11<sup>th</sup> Floor, NY, NY 10010.

**TRADEMARKS:**

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**RULES REQUEST/WINNERS' LIST:** For a copy of the Official Rules and Regulations, and names of the Prize Winner, send a self-addressed, stamped envelope to: The Teenage Mutant Ninja Turtle™ 25th Anniversary Totally Tubular Sweepstakes, 4Kids Ad Sales, 53 W. 23<sup>rd</sup> Street 11<sup>th</sup> Floor, NY, NY 10010. Official Rules/WINNERS' List requests must be received by December 31, 2009. Official Rules/WINNERS' List will be sent after selection of winners. Residents of Vermont may omit return postage for Official Rules/WINNER'S List requests only.