BABIES "R" US BABY REGISTRY CONTEST RULES & REGULATIONS

- **1. Contest Rules and Sponsor** These rules and regulations (the "Rules") govern the Babies "R" Us Baby Registry Contest (the "Contest"). Each contestant (and their custodial parent or legal guardian on their behalf if the contestant is a minor) should read these Rules in their entirety before participating in the Contest. By participating, each contestant (and their custodial parent or legal guardian on their behalf if the contestant is a minor) agrees to these Rules and to abide by them. The sponsor and administrator of this Contest is Toys "R" Us (Canada) Ltd. ("TRU").
- **2. Contest Period** The entry period for the Contest begins at 10:00 a.m. EDT on Thursday, March 6, 2025, and ends at 12:00 p.m. EDT on Friday May 23, 2025 (the "Contest Period"). A contestant's chances of winning the Prize are solely dependent upon the number of eligible entries received during the Contest Period and the ability of any selected contestant to complete the requirements for winning under these Rules.
- **3. Contest Eligibility** The Contest is open to residents of Canada over the age of majority except employees of TRU, its affiliates, its agents, its representatives, and any of their family members of relatives or persons with whom they are domiciled.

4. How to enter the Contest -

To enter the Contest, a contestant must complete registration with the Babies"R"Us Baby Registry (the "Registry") online at https://www.babiesrus.ca/en/babyregistry during the Contest Period and check the additional check box regarding the Contest on the registry form to enter the Contest. Existing registrants with the Registry are not permitted entry into the Contest. Only one (1) entry per person is permitted. If it is discovered that any person has used or attempted to use multiple ballots, names, and/or identities to enter the Contest, then (in the sole and absolute discretion of the Contest sponsor) such person may be disqualified from the Contest and all of such person's entries voided.

TRU accepts no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible registration attempts (all of which are void). A registration may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the registration is not made in accordance with these Rules during the Contest Period; and/or (ii) the registration is not complete or includes inaccurate information or is otherwise not in compliance with these Rules (all as determined by TRU in its sole and absolute discretion).

All registrations with the Registry and entries into the Contest are subject to verification at any time and for any reason. TRU reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to TRU – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any registration in the Registry or and/or other information entered (or purportedly entered) for the purposes of this Contest; (iii) to confirm the relationship between a contestant and a person holding themselves out as their custodial parent or guardian; and/or (iv) for any other reason TRU deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with the TRU's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of TRU within the timeline specified by TRU may result in disqualification in the sole and absolute discretion of TRU.

- **5. No Purchase Required** No purchase necessary to enter the Contest.
- **6. The Prize** There is one (1) prize (the "<u>Prize</u>") to be won under the Contest. The Prize consists of one (1) Babies "R" Us \$5,000.00 CAD Gift Card in either physical or electronic form. The retail value of the Prize is \$5,000.00 CAD. The Prize will be awarded consistent with the other terms and conditions of these Rules.
- 7. Waiver By participating in this Contest, all contestants (and their custodial parents or legal guardians on their behalf if the contestant is a minor), including the prize winner, agree that TRU, its partnerships, subsidiaries and affiliates and each of such entities' respective officers, directors, agents and employees (collectively, the "Released Parties") are not responsible or liable for any injury, loss, illness, litigation or damage that may occur from participation in the Contest or acceptance, possession, use or misuse of the Prize. Furthermore, The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any registration in the Registry or entry in the Contest and/or other information to be made, received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a contestant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as the Prize Winner or eligible contestant to be the Prize Winner; and/or (vi) any combination of the above. In the event that any dispute arises regarding the meaning or interpretation of these Rules, the contestants (and their custodial parents or legal guardian on their behalf if the contestant is a minor) agree that the dispute shall be resolved by applying the laws of the Province of Ontario and the federal laws of Canada applicable in that province and that it shall be resolved by and within the courts of that province.
- **8. The Draw** A random draw for the Prize will take place at TRU's head office at 2777 Langstaff Road, Concord, Ontario L4K 4M5 on or about the 30th day of May at 12:00 p.m. EDT, from all eligible entries received during the Contest Period.
- 9. **Selecting a Winner** In order to win the Prize, a contestant selected in the draw must first correctly answer a time limited, mathematical skill-testing question and sign a standard acceptance form (the "Acceptance Form") confirming compliance with these Rules, acknowledging acceptance of the Prize, and waiving and releasing the Released Parties from any claim or liability related to the Contest. Selected contestants will be notified by telephone and/or email within 14 days of the draw taking place and sent the Acceptance Form. They must respond by providing the completed and signed Acceptance Form to TRU at 2777 Langstaff Road, Vaughan, Ontario L4K 4N7, addressed to the attention of TRU Marketing within one week from when the initial contact is made. If a selected and notified contestant fails to

respond to TRU by providing a fully completed and accurate Acceptance Form to the addresses noted, such contestant shall be deemed ineligible to win the Prize and another contestant shall be randomly selected, with such process repeated until a valid Prize winner (the "Prize Winner") is found. The Prize will be delivered to the address indicated on the Acceptance Form, either by delivery of a physical gift card to the street address provided or by delivery of an electronic gift card to the email provided. Any submission made in connection with the Contest by a contestant shall become the property of TRU and will not be returned. All decisions of TRU in relation to all aspects of the Contest are final and without appeal.

- **10. Publication** TRU retains all rights to publish the identity of the Prize Winner and certain related information, as described below without having to provide notice to or obtain their consent (or that of their custodial parents or legal guardians) or to provide them (or their custodial parents or legal guardians) any remuneration. If TRU chooses to publish any information submitted by a Prize Winner, only the first name of the contestant and their city of residence will be posted in order to protect their privacy.
- **11. Intellectual Property** All intellectual property, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned, or used under license or with permission, by TRU and/or its affiliates, as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its respective owner is strictly prohibited. Toys "R" Us and Babies "R" Us are trademarks of TRU.
- **12. Costs of Participation** All incidental costs and expenses not specifically referred to herein as part of the Prize, including but not limited to delivery or pick up of the Prize (the "Expenses") are the sole responsibility of the Prize Winner. The Prize Winner shall not seek reimbursement for the Expenses from TRU, and TRU shall not be in any way responsible for any Expenses.
- **13. Consent** By entering the Contest and providing personal information including, but not limited to, name, address, city, province or territory, postal code, e-mail address, and telephone number (the "Information"), each Contestant (or if the contestant is a minor, his, her or their custodial parents or legal guardians, on the minor's behalf) grants permission to TRU to collect and use the Information for the exclusive purpose of administering the Contest and selecting the Prize Winner. Unless consent has been provided by the contestant (or his, her or their custodial parent or legal guardian, as applicable), no correspondence will take place between TRU and the contestant (or if a contestant is a minor, his, her or their custodial parent or legal guardian, on the minor's behalf) except in connection with the Contest and, in the case of a Prize Winner, as a result of entering the Contest and winning the Prize. To review TRU' privacy policy, go to: https://www.toysrus.ca/en/folder?cid=legal-privacy-policy
- **14. Sponsor Rights** TRU reserves the right to withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of TRU that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by TRU in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, TRU reserves the right to seek remedies and damages to the fullest extent permitted by law. TRU reserves the right to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. TRU reserves the right, in its sole discretion, to terminate

the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice, subject to the jurisdiction of the Régie des alcools, des courses et des jeux (the "Regie") where the Contest is open to residents of the province of Québec. TRU reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

15. Interpretation and Application of Law -In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. Where the Contest is open to residents of the province of Québec and there is any discrepancy or inconsistency between the English language version and the French language version of the Rules, the English version shall prevail, govern and control. The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté express que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectment soient rédigés en anglais.

The Contest is subject to all applicable federal, provincial/territorial, and municipal laws. All amounts cited in these Rules are in Canadian dollars.

To the fullest extent permitted by applicable law, the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, TRU or any of the other the Released Parties in connection with the Contest shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules. Any related dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

- **16. No Transfer or Substitution** The Prize must be accepted as awarded, and is not transferable or convertible to cash. TRU reserves the right to substitute prizes of equal or greater value if required.
- **17. Quebec residents** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Regie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement.
- 18. Questions Questions in relation to the Contest can be directed to www.toysrus.ca/en/contactus.