

Monster Jam® "DESIGN A TRUCK" Official Contest Rules

No purchase necessary to enter or win. A purchase will not improve one's chances of winning.

By entering this Contest, you agree to be bound by the terms of these Official Rules and by the decisions of FMS, which are final and binding on all matters pertaining to this Contest.

1. Contest Period and Eligibility: Feld Motor Sports, Inc. ("FMS") *Monster Jam "DESIGN A TRUCK"* Contest (the "Contest") is a contest designed to encourage *Monster Jam* fans to design a monster truck using a blank truck outline template provided on www.MonsterJam.com. Judges will choose the winning entry and prizes will be awarded in accordance with these Official Rules.

The Contest begins at 12:01 A.M. Central Time (CT) on March 25, 2010 and ends at 11:59 P.M. CT on April 30, 2010 ("Entry Period"). The Contest is open to entrants who are legal U.S. residents and 18 years or older at the time of entry. Void where prohibited by law.

Employees of FMS and its parents, subsidiaries, affiliates and agents, distributors, retailers, advertisers, advertising and promotion agencies and all others associated with the development and execution of this Contest and their respective employees and members of the immediate families of each are not eligible.

2. Entry Process: To enter your original *Monster Jam* truck design in the Contest, visit <http://www.monsterjam.com/news/article.2010-01-26.3346618599>, complete all information on the entry form, download the blank truck template provided, and create your *Monster Jam* truck design on the template ("Submitted Design"). To complete your entry online, scan your Submitted Design and upload it to the website with your entry form. To complete your entry via U.S. mail, send the paper copy of your Submitted Design, along with a printout of your completed entry form, to Feld Motor Sports, Inc., Attn: DESIGN A TRUCK Contest, 4255 Meridian Parkway, Aurora, IL, 60504. All Contest materials and instructions on how to participate in the Contest will be available on www.MonsterJam.com during the Entry Period. In the event of a dispute regarding the identity of a person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. In order to be considered "eligible entries", submissions must comply with these Official Rules and be (i) complete (as determined by FMS); (ii) in English (unless otherwise permitted by FMS); (iii) submitted to FMS via one of the two methods described above; and (iv) received by FMS during (or postmarked during, if sent via U.S. mail) the Entry Period. FMS is not responsible for lost, delayed, damaged, defaced, or mislaid submissions, however caused. Each entrant may submit only one Submitted Design. All Submitted Designs, industrial design and other intellectual property rights in any entries become the property of FMS upon submission, and will not be acknowledged or returned.

3. Conditions of Participation and Grant of Rights: Submission of an entry grants FMS the right to use and/or modify the Submitted Design in any way without limitation or compensation to the entrant and constitutes the entrant's consent to irrevocably assign and transfer to FMS all rights to the Submitted Design in perpetuity, as more particularly set forth in paragraph 8 of these Official Rules. The winning Submitted Design may be used, at the sole discretion of FMS, to design a Hot Wheels® *Monster Jam* toy, but FMS is under no obligation to use the winning Submitted Design. Submission of an entry grants FMS the right, except where prohibited by law, to use the Submitted Design, entrant's name, likeness, picture, address (city and state only), voice, biographical information and written or oral statements, for promotional purposes in promoting or publicizing FMS and its products or services, in any manner and in any medium now known or hereafter devised throughout the world, without compensation unless required by law. Submitted Design must not be offensive, as determined by FMS's sole discretion and must not defame or invade the privacy of any person. Submitted Design must be original, must not have been previously published, released or distributed and must have been created and owned exclusively by the entrant who submitted it, and must not otherwise infringe upon any person's

personal or proprietary rights, including but not limited to intellectual property rights. Any Submitted Design that includes references to third parties or contains parts not owned by entrant will be disqualified.

4. Judging: All entries will be judged by a panel of independent "Expert Jurors" and FMS employees based on the following judging criteria: 1) artistic merit (25%), 2) creativity (25%), 3) originality (25%), and 4) appropriateness of design (25%). In the event of a tie, the tied entries will be resubmitted to the judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criterion will be declared the winner.

The potential winner will be chosen on or around May 10, 2010, and notified by email and/or telephone. If potential winner does not respond to such notification within five (5) days of receipt of notification, or if potential winner is deemed ineligible, the prize will be forfeited and awarded to the second place entry. Decisions of the judges are final and binding. If any potential winner is not able, for any reason, to accept his or her prize, then FMS reserves the right to award the prize to another entrant (as applicable). Winner will be announced on www.monsterjam.com.

5. Prize: The winner will receive a pair of tickets to the *Monster Jam* event closest to his or her home (Approximate Retail Value ("ARV") \$80), and \$250 in Mattel® *Monster Jam* merchandise. In addition, in the event that FMS elects to have the winning Submitted Design made into a *Monster Jam* toy truck, the winner will receive twelve (12) die-cast copies of the toy truck utilizing the winning Submitted Design once manufactured (ARV \$60). Total ARV: \$390.00. The winning Submitted Design also will be displayed on the www.MonsterJam.com home page for one day. The winner is responsible for all taxes in connection with the prize as well as any other incidentals or costs associated with claiming the prize. All minors traveling to the *Monster Jam* event with the winner must be accompanied by one parent or legal guardian. There is no cash alternative and prizes must be taken as offered. FMS reserves the right to substitute prize(s) of an equivalent value should any prize(s) become unavailable for any reason. Winner may not exchange, transfer or assign any prize, or redeem it for cash.

6. General Conditions: FMS is not responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. FMS is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries, or failure to receive entries, including, without limitation, any injury or damage to any entrant's or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Contest. FMS is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Contest Prize and the winner. If, for any reason, the Contest is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of FMS which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest or for any reason FMS deems it necessary, FMS reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest or to determine the winner in its sole discretion. All interpretations of these Official Rules and decisions by FMS are final. No software generated, robotic, programmed, script, macro or other online or text message entries are permitted. FMS reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or entry; (ii) to have tampered with the entry process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to

have provided inaccurate information on any legal documents submitted in connection with this Contest.

CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FMS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

All federal, state and local laws and regulations apply. Potential winner may be required to sign, notarize, and return an Affidavit or Declaration of Eligibility, a Liability/Publicity Release, an I.R.S. Form W-9, and provide any additional information that may be required by FMS, within five (5) days of receipt of such documentation. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Each entrant certifies that his or her entry is original and that entrant is the sole and exclusive owner and rights holder of the Submitted Design and that entrant has the right to submit the entry in the Contest.

7. LIMITATIONS OF LIABILITY AND RELEASE: By entering, you release FMS and all prize suppliers, and the parents, subsidiaries, and affiliates of each of them and each of their respective directors, officers, employees, and agents, from any and all liability for any injuries, losses, illnesses, litigation or damages of any kind caused by or resulting from (i) your participation in this Contest, (ii) your acceptance, possession, use, or misuse of any prize, or occurring while traveling to or from or participating in any prize-related activity, and (iii) a breach of any representation or agreement made by you as a result of your participation in this Contest.

8. Intellectual Property: By entering this Contest you agree explicitly that all components of your artwork and Submitted Design are indeed original creations. Any intellectual property infringement, misuse or plagiarism of another person's work in any form will result in immediate disqualification from this Contest and forfeiture of your eligibility.

At the time you send your entry, in whole or in part, to FMS, and whether or not your entry is selected as the winner, you irrevocably transfer, convey and assign to FMS all right, title and interest in and to your entry and Submitted Design, in whole and in part, and all the intellectual property rights therein, throughout the world in perpetuity, including, without limitation, any and all copyrights and the registration, renewal, and derivative rights and you waive all moral rights and rights of attribution relating thereto and agree to execute all documents and perform all acts deemed necessary by FMS to apply for, register, perfect and record such transfer and assignment and/or waivers and protect FMS' right in the intellectual property. You further understand and agree that FMS shall have the exclusive right to apply for or register any patents, trademarks, mask work rights, copyrights and such other proprietary protections with respect thereto. You will not now nor in the future be paid for your Submitted Design or for granting FMS any of these rights. FMS, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Submitted Design (and have no obligation to you or any other person or entity after it is received). You agree to waive all claims to and shall receive no royalties of any kind now or in the future from FMS, its affiliates, licensees, successors and assigns for use of your Submitted Design including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Submitted Design as set forth in these Official Rules.

Your entry to this Contest does not create a confidential relationship between you and any of the entities involved in this Contest. You recognize that other persons may have provided FMS or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Submitted Design. You acknowledge and agree that FMS shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from FMS's use of such materials. You may not resell, assign or transfer any of your rights under these Official Rules, except as specified herein. Nothing contained in these Official Rules shall be construed to: (i) constitute FMS and any entrant as partners, joint venturers, principal and agent, employer and

employee, or co-owners in a joint undertaking; or (ii) allow entrant to create or assume any obligation on behalf of FMS.

You agree to indemnify FMS fully against any and all loss, injury, damage, costs or expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by FMS as a direct or indirect consequence of your intentional or unintentional breach of the terms and conditions herein. If FMS in its sole discretion finds that these terms and conditions have been breached by you, you shall immediately return all prizes to FMS, and FMS shall be entitled to take all appropriate steps to recover the same. You also agree that you will be liable for any cost incurred in the production of the toy truck using the winning Submitted Design or any other merchandise which included the winning Submitted Design, and subsequent loss of sales.

9. Use of Data. FMS will be collecting personal data Contest entrants, in accordance with FMS's privacy policies. Please review FMS's Privacy Policy at <http://www.monsterjam.com>. By participating in the Contest, entrants hereby agree to FMS's collection and usage of their personal information submitted in connection with this Contest and acknowledge that they have read and accepted FMS's Privacy Policy.

10. Winner List: For winners list or a copy of these Official Rules, send a self-addressed, stamped envelope by May 31, 2010 to: Feld Motor Sports, Inc., Attn: Design A Truck Contest, 4255 Meridian Parkway, Aurora, IL 60504. Vermont residents may omit return postage.

This Contest is sponsored by Feld Motor Sports, Inc.

Monster Jam® is the registered trademark of Feld Motor Sports, Inc.

Hot Wheels® & © 2010 Mattel, Inc. All Rights Reserved. Used with permission.