

**Build-A-Bear Workshop® “The Beary Big Adventure Sweepstakes”  
OFFICIAL RULES**

**THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN AND ENTRY TO THE SWEEPSTAKES IS FREE.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
MANY WILL ENTER, BUT ONLY ONE (1) WILL WIN.**

**ENTRY PERIOD:** NO PURCHASE NECESSARY. A purchase will not increase your chance of winning. The Build-A-Bear Workshop® The Beary Big Adventure Sweepstakes (the “Sweepstakes”) begins at 12:00:00 a.m. Central Time (“CT”) on June 25, 2022 and ends at 11:59:59 p.m. CT on August 25, 2022 (the “Sweepstakes Period”). For purposes of this Sweepstakes, a “day” is defined as a 24-hour period, beginning at 12:00:00 AM CT and ending at 11:59:59 PM CT. The Sponsor’s computer, or that of its designee, which may include the Administrator, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received. All entries must be received by 11:59:59 p.m. CT on August 25, 2022. Entries received after the entry deadlines set forth herein will not be accepted or eligible to win. Many will enter but only one (1) will win.

**ELIGIBILITY:** Open only to legal residents of the 50 United States and the District of Columbia (collectively the “US”), who are eighteen (18) years of age or older at the time of entry (each person being the “Entrant”). Individuals employed by or otherwise associated with Build-A-Bear Workshop, Inc. (“Sponsor”), its promotional partners, agencies, affiliates, subsidiaries, Marden-Kane, Inc., members of their immediate families, and persons living in the same household as these individuals are not eligible to enter or win a prize. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**HOW TO ENTER:**

Go to: <https://www.buildabear.com/sweepstakes>;

Click on The Beary Big Adventure Sweepstakes icon;

Complete the required information on the entry form, which may include, among other things, first and last name, e-mail address, and related information as prompted; and

Click the “ENTER NOW” button.

Entrant must complete the entry form with all required information and click “ENTER NOW” for the entry to be eligible.

**There is a limit of one (1) entry per person per day.** All other forms of entry are void. All entries must be submitted by the Entrant; third party entries will not be accepted. No bulk or automated entries permitted. Releasees (defined below) are not responsible for entries received that are illegible, not completely filled out, misdirected, damaged, lost, delayed, or late. Mechanically reproduced, faxed entries are void. Entries in excess of the one entry per person per day limit are void. Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in Sponsor’s sole opinion, is offensive, contains unsuitable material, or if it is determined in Sponsor’s sole discretion that the Entrant has not complied with these Official Rules. By entering the Sweepstakes, Entrants acknowledge that they are eligible to enter the Sweepstakes and agree to comply with these Official Rules available at <https://www.buildabear.com/sweepstakes>.

**RANDOM DRAWING:** Grand Prize Winner will be selected in a random drawing on or about August 30, 2022 from among all eligible entries received. A random drawing will be conducted by Marden-Kane, Inc. (the “Administrator”), in Syosset, NY, USA, an independent organization whose decisions will be final and binding on all matters relating to this Sweepstakes, including, but not limited to, whether entries are received timely, whether entries are eligible, or whether an Entrant should be disqualified.

**WINNER NOTIFICATION:** Administrator will notify potential winner by email and/or phone at the email address and/or phone number provided with the entry on or about August 31, 2022. Potential winner will be required to execute and return an Affidavit of Eligibility and Liability Release and where legal, a Publicity Release (the “Affidavit”); and an IRS Form W-9 within five (5) days following the date of issuance of notification or the prize may be forfeited and awarded to an alternate potential winner. Potential Grand Prize Winner will be required to furnish his/her social security number that will be used only for the purpose of reporting the Winner’s prize earnings to the Internal Revenue Service (IRS), as required by law. The Sponsor (or a party acting on its behalf) must report the value of the prize to the IRS in the year the prize is received by the winner. This will be reported to the winner and the IRS in the form of a Form 1099. In the event it is deemed during the verification process that the potential winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the prize, such potential winner will be disqualified and another potential winner will be selected as outlined herein, if possible. Valid social security numbers will be determined by IRS requirements.

Failure to timely return any documents requested, return of prize notification as undeliverable, or noncompliance with these Official Rules will result in such potential winner being disqualified. Sponsor shall have no further obligation to that potential winner, and an alternate potential winner will be selected via a random drawing (time permitting). If potential winner (i) does not respond to any communication from Sponsor or Administrator within five (5) days of such

communication; (ii) refuses the prize; and/or (iii) the prize or prize notification is rejected or returned as undeliverable, such potential winner forfeits all rights to be deemed a winner in the Sweepstakes ("Winner") and receive the prize, that potential prize winner will be disqualified and an alternate potential winner will be selected through a random drawing by the Administrator from the remaining entries (time permitting). Prize must be accepted as awarded. Except where prohibited by law, the Winner's entry and acceptance of the prize constitutes permission for the Sponsor to use said Winner's name, photograph, likeness, statements, and biographical information, including, without limitation, for advertising and promotional purposes, without further compensation. POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ANY ENTRY THAT OCCURS AFTER THE PROCESSING SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

**PRIZE/ODDS: One (1) Grand Prize Winner will receive:** A trip for the winner and up to three (3) guests to Build-A-Bear Workshop's 25th Birthday Celebration in St. Louis, MO from October 20-23, 2022. Prize includes:

- Three (3) night's hotel accommodations (two (2) standard double occupancy rooms) at a hotel selected by Sponsor.
- Round trip coach class airfare for up to four (4) individuals (from a major getaway airport closest to the winner's home to/from St. Louis, MO).
- Up to four (4) tickets to the Build-A-Bear Workshop Silver Celebration Gala.
- A Build-A-Bear Adventure experience and tour of the Build-A-Bear World Bearquarters for the winner and up to three (3) guests where the winner will get some behind the scenes experiences.
- \$500 cash (awarded in the form of a check made payable to the winner) that the winner can use towards transportation, meals, souvenirs, etc.

Approximate Retail Value ("ARV"): \$5,000.00. Total ARV of all prizes: \$5,000.00. Odds of winning depend on the total number of eligible entries received.

**Additional conditions of Grand Prize trip:**

- Winner and guest(s) must be available to travel on the dates specified by the Sponsor (currently planned for October 20 – 23, 2022) or forfeit the prize.
- Winner and guest(s) must complete a Travel Release Form
- Ground transportation to/from winner's home/departure airport and from St. Louis airport to the winner's hotel is **NOT included** in the prize and is the responsibility of the winner.
- Winner and guest(s) must possess and are responsible for obtaining and must have valid ID or other required documentation for travel.
- Guest(s) travelling with winner must be 18 years of age or older at time of travel unless guest is a child or legal ward of the winner.
- Winner and guest(s) are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- Winner and guest(s) are bound by the terms and conditions of all airlines, hotels and other third-party service providers used in connection with the Prize.
- Releasees are not responsible if tickets, travel vouchers, certificates or other similar items are lost, stolen, or misplaced by Winner and will not be replaced or if booked transportations are missed for any reason.
- The Grand Prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, ground transportation, beverages, food (above the \$500 cash portion of prize awarded for transportation and meals and during the Silver Celebration Gala), baggage fees, alcoholic beverages, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the prize are the winner's sole responsibility.
- Actual value of the trip depends on winner's residence or departure city. Specifics of prize package are subject to availability and Sponsor's sole discretion. Complete terms and conditions of trip will be furnished with prize notification. Other restrictions may apply.
- Airline tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code share flights may be used. The prize cannot be used in conjunction with any other promotion or offer. The Winner must provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room.
- If a Grand Prize winner lives within a 150-mile radius of St. Louis, MO ground transportation may be provided by Sponsor in lieu of air transportation and no compensation or substitution will be provided for difference in prize value.
- Sponsor and/or its agent has the right to remove or to deny entry to the winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, be intoxicated, be a safety risk, or with intent to annoy,

abuse, threaten or harass any other person at the 25<sup>th</sup> Birthday Silver Celebration Gala or any other event/activity included as part of the prize.

- In the event that any portion of the trip or schedule activities have to canceled for any reason whatsoever, in whole or in part, including but not limited to cancellations, postponements, an event of force majeure, an “act of God” (e.g., natural disasters, weather, etc.) or an unforeseeable health event (e.g. pandemic or epidemic), or for any other reason, then Sponsor reserves the right to provide a substitute prize element of equal or greater value, and no other or additional compensation will be awarded.
- Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules.
- Winner and guest(s) must travel together on the same travel itinerary and booked flights.
- By accepting the prize, Winner and his/her guest(s) understands and agrees, that he/she **may** be photographed or videotaped while at the Silver Celebration Gala. Rights to any photo/video are owned solely by Sponsor and, except where prohibited by law, can be used in any media throughout the world in perpetuity and in any manner at Sponsor’s sole discretion without further review, notice, approval, consideration or compensation to the Winner, guest(s) or any third party.

**Prize Conditions:** Winner is responsible for the payment of all taxes on the prizes. All details of prizes not specified herein shall be determined solely by Sponsor and prize provider. Except as provided herein, no cash, transfers or prize substitution is allowed except at the discretion of Sponsor, who reserves the right to substitute a prize (or prize component) with one of comparable or greater value. If prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prize is awarded but unclaimed or forfeited by recipient, prize may not be re-awarded if timing does not permit. By accepting the prize, Prize Winner acknowledges compliance with these Official Rules. Sponsor must either publish or make available information that indicates that a valid award took place. To comply with this obligation Sponsor will send a list of all winners (including the surname and state/county) to anyone who applies for such information in accordance with the below Winners List section. No more than the stated number of prizes will be awarded.

**GENERAL CONDITIONS:** This Sweepstakes and these Official Rules are subject to all applicable federal, state, and local laws. Sponsor will not disclose the total number of entries received or the total number of entries received from an individual. Releasees are not responsible for printing errors in these Official Rules. By accepting a prize, the Winner or, if a minor in his/her state/country/province/territory of residence, their parent or legal guardian, consent to the use of their name, city/state of residence, photograph, video, visual and/or audio likeness for advertising or promotional purposes by Sponsor, and its designees, including but not limited to the posting of Winner’s name on the Sponsor’s website, in a Winners List or other announcements, without additional compensation, permission or notification except where prohibited by law. If any provision of these rules is invalid under the law, rules or regulations of a particular state, it will only apply to the extent permitted. In addition to the tax liability disclosures in these rules, Winners are subject to abide by the income reporting and, if applicable, the payment of any taxes due according to the laws, rules and regulations of the Winners’ state of residence.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Sweepstakes, Entrants and, if a minor in their state/territory/province, their parent or legal guardian, agree to release, indemnify, defend and hold harmless Sponsor, Administrator, Facebook, Twitter, and Instagram and each of their respective promotional partners, agencies, parents, affiliates, subsidiaries, and each of their respective agents, representatives, officers, directors, franchisees, shareholders and employees (collectively “Releasees”) from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded. This Sweepstakes and these Official Rules shall be interpreted in accordance with the laws of the State of Missouri, USA without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the state or federal courts located in Saint Louis County, Missouri, USA. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed, postage due, unintelligible, returned, or illegible entries or mail; for electronic, computer, or telephonic malfunction or error, failure to enter into the processing system, entries that are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If, for any reason, the Entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant’s sole remedy is another Sweepstakes entry, if it is possible. If in the Sponsor’s opinion, for any reason this Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, errors or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, including any other factors beyond

Sponsor's reasonable control such as a Force Majeure (e.g., war, riots, terrorism, civil unrest, strikes, blackouts, supply shortages, order of governmental authority,) an "act of God" (e.g., natural disasters, weather, etc.) or an unforeseeable health event (e.g. pandemic or epidemic), the Sponsor reserve the right at their sole discretion: (i) to disqualify any individual (and void his/her entry and/or prevent him/her from future participation in the Sweepstakes) who tampers with the entry process and/or who is acting in violation of these Official Rules, (ii) to modify or suspend the Sweepstakes, or to terminate the Sweepstakes, and/or (iii) at Sponsor's discretion conduct the random drawing to award the prizes using all eligible non suspect entries received as of the termination date. As a condition of entering the Sweepstakes, Entrants, and, if a minor, their parent or legal guardian agree that subject to applicable laws: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants, and, if a minor, their parent or legal guardian, hereby waive all rights to claim, indirect, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, if any, but in no event shall Entrants be entitled to receive attorneys' fees or other legal costs, and in no event shall such out-of-pocket expenses exceed two hundred fifty dollars (\$250) or the equivalent in any other relevant currency. Sponsor reserves the right to modify prize award procedures at its discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

In the event of a dispute regarding entries received from multiple Entrants, the entry will be deemed to be entered by the authorized account holder of the e-mail account included in the entry in question. The authorized account holder shall be defined as the natural person to whom the applicable e-mail address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS & SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**PRIVACY & PERSONAL INFORMATION:** Information collected from Entrants is used for the purpose of awarding and delivering prizes, operating the Sweepstakes consistent with the Official Rules, to notify the Winner (as described in these Official Rules), and otherwise in accordance with, Sponsor's Privacy Policy available at: <https://www.buildabear.com/privacy-policy.html>.

If you have more questions about the Sponsor's Privacy Policy or wish to be removed from our database, you may contact the Sponsor's Privacy Associate by e-mail, mail or phone: E-mail: [privacy@buildabear.com](mailto:privacy@buildabear.com) or [guest.services@buildabear.com](mailto:guest.services@buildabear.com); Mail: Privacy Associate, Build-A-Bear Workshop, 1954 Innerbelt Business Center Drive, St. Louis, MO 63114-5760 USA; Phone: (toll free) 1-877-789-BEAR (2327).

**WINNERS LIST:** To request the name of the Grand Prize Winner, send an e-mail with subject line BABW Beary Big Adventure Sweepstakes Winner to [Winners@mkpromosource.com](mailto:Winners@mkpromosource.com). Requests must be received no later than September 25, 2022. The list will be sent when the random drawing has been conducted and the Winner verified.

**SPONSOR:** Build-A-Bear Workshop, Inc., 415 South 18<sup>th</sup> Street, St Louis, MO 63103.  
Sweepstakes Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Ste. 222, Syosset, NY 11791 USA.

This Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter, or Instagram. Any questions, comments or complaints regarding the Sweepstakes are to be directed to Sponsor, at the address above, not Facebook, Twitter, or Instagram.

Facebook is a registered trademark of Facebook, Inc. Twitter is a registered trademark of Twitter, Inc. Instagram is a registered trademark of Instagram, Inc.

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