

**Build-A-Bear Workshop® “SeptemBEAR Sweepstakes”
(in the US and CAN, a “sweepstakes” and in the UK, a “prize draw”)**

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, FEW WILL WIN.

ENTRY PERIOD: NO PURCHASE NECESSARY. A purchase will not increase your chance of winning. The Build-A-Bear Workshop® SeptemBEAR Sweepstakes (the “Sweepstakes”) begins at 12:00:00 a.m. Central Time (“CT”) on September 1, 2021 and ends at 11:59:59 p.m. CT on September 30, 2021 (the “Sweepstakes Period”) which is further divided into four (4) week-long entry periods (each a “Weekly Entry Period”) as defined in the chart below. 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. For purposes of this Sweepstakes, a “week” is defined as a 7-day period during the Sweepstakes Period beginning on a Wednesday and ending on a Tuesday except for the last Weekly Entry Period where a week is defined as a 9-day period beginning on a Wednesday and ending on the following Thursday. 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 September 30, 2021. Entries received after the entry deadlines for a Weekly Entry Period set forth herein will not be accepted or eligible to win for such Weekly Entry Period. Many will enter but few will win.

Entry Periods, Drawing & Prize Details Chart (the “Chart”)

All dates are 2021 calendar year.

Weekly Entry Period	Weekly Entry Period Start Date at 12:00:00 AM CT	Weekly Entry Period End Date at 11:59:59 PM CT	Drawing Date (on or about)	Number of Winners	Prizes*
1	9/1	9/7	9/9	10	A new furry friend every month for a year.
2	9/8	9/14	9/16	10	A new furry friend every month for a year.
3	9/15	9/21	9/23	10	A new furry friend every month for a year.
4	9/22	9/30	10/4	10	A new furry friend every month for a year.

*See Prizes section below for more details on prizes.

ELIGIBILITY: Open only to legal residents of the 50 United States and the District of Columbia (collectively the “US”), Canada (excluding Quebec) (“CAN”) and the United Kingdom (“UK”) 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 IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW. For UK residents, the Sweepstakes shall be deemed a prize draw notwithstanding the use of the term sweepstakes herein.

HOW TO ENTER:

For US/CAN residents go to: <https://www.buildabear.com/sweepstakes>;

For UK residents go to: <https://www.buildabear.co.uk/prize-draw>;

Click on the SeptemBEAR 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 for a Weekly Entry Period and click "ENTER NOW" for the entry to be eligible for such Weekly Entry Period.

Information collected from an Entrant will be used only for purposes of this Sweepstakes and to contact an Entrant, if they are determined to be a potential winner, and to deliver prizes, unless the Entrant has opted in to receive additional information from Sponsor.

There is a limit of one entry per person per Weekly Entry Period. 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, late. Mechanically reproduced, faxed entries are void. Entries in excess of the one entry per person per Weekly Entry Period limit are void. Entries submitted during a Weekly Entry Period are eligible for that Weekly Entry Period only and are not eligible for any other Weekly Entry Period. 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: US/CAN: <https://www.buildabear.com/sweepstakes> and UK: <https://www.buildabear.co.uk/prize-draw>.

RANDOM DRAWINGS: A random drawing to select a Weekly Entry Period potential prize winner will be conducted on or about each of the drawing dates stated in the Chart above (each, a "Drawing Date") from among all eligible entries received between the start date and the end date for that Weekly Entry Period. All random drawings 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: Potential prize winners will be notified by e-mail on or about the drawing dates specified in the Chart above at the e-mail address provided with the entry. Winners may be required to complete and sign (where legal) an Affidavit or Declaration of Eligibility and Liability, and where legal, a Publicity Release (the "Affidavit") within four (4) days following the date of issuance of notification or the prize may be forfeited and awarded to an alternate potential winner. If a potential winner is a minor in his or her state/country/province/territory of residence, the potential winner's parent or legal guardian must sign all required documents. **See additional winner notification and fulfillment details in Prizes section below.** 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. If a potential winner (i) does not respond to any communication from Sponsor or Administrator within four (4) 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. Prizes 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 without further compensation. ALL POTENTIAL WINNING ENTRIES ARE 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.

PRIZES: Forty (40) Total Prizes will be awarded (ten (10) prizes per Weekly Entry Period) - Prize Allocation will be via a random drawing. Prizes to be awarded from all valid US, CAN and UK entries received for a Weekly Entry Period.

Prize: a new furry friend each month for a year (twelve (12) furry friends in total). Prize to be awarded in the form of a voucher that the Winner can use to redeem for a furry friend online or in-store. Winners will receive each voucher via e-mail on the first Monday of each month beginning the month after the Winner receives their prize winner confirmation notification e-mail. Approximate Retail Value of each prize in a Weekly Entry Period ("ARV"): \$480.00 US/CAN; £345.00 UK each (based on each monthly voucher being \$40.00 USD/CAD each or £28.00 UK each). Total ARV of all prizes in the Sweepstakes: \$19,200.00 USD/CAD or £13,806 UK. Odds of winning depend on the total number of eligible entries received for a Weekly Entry Period. Many will enter but few will win. **Parental consent will be required prior to the awarding of a prize to those under the age of majority in their state/country/province/territory of residence.** A third party cannot collect a prize on behalf of a Winner unless otherwise permitted in accordance with these Official Rules.

ADDITIONAL CONDITION OF PRIZE: Limit one prize per person and limited one prize per household. Prizes cannot be transferred, exchanged, or redeemed for cash. No prize substitutions allowed except at the discretion of Sponsor. Sponsor reserves the right to substitute a prize (or prize component) with one of comparable or greater value and delay prize fulfillment based on shipping abilities. All taxes, sounds, accessories, fees and any incidentals and other expenses not specified herein, including without limitation, income taxes, associated with the prize and its receipt are the sole responsibility of the prize Winners. Sponsor shall have no liability or further obligation to the Winners other than to supply the prize as described, with no further compensation being paid in exchange therefore. All prizes will be accepted by Winner "as is". Releasees (defined below) are not responsible for damage to a prize or loss of a prize after the prize has been claimed. All prizes will be awarded provided a sufficient number of eligible entries are received. 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. If an Entrant resides in the UK and objects to any or all of their surname, county and winning entry being published or made available, please contact Sponsor. In such circumstances, Sponsor must still provide the information and winning entry to the Advertising Standards Authority on request.

By accepting the prize, each Winner understands and agrees, that he/she may be asked/required to submit a photograph of the Winner with each of their monthly furry friends. Rights to any photo is owned solely by Sponsor and 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 or any third party.

WINNERS ACKNOWLEDGE THAT PRIZES ARE AWARDED AS-IS. RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON-INFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF ANY PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

Actual value of prize may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

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, Winners 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/country/province/territory of residence, photograph, 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/country/province/territory, 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/country/province/territory 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, 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 Winners (as described in these Official Rules), and for advertising or promotional purposes and will not be sold or shared in any manner by Sponsor or any third parties. Sponsor shall not sell, share or otherwise disclose personal information to/with third parties, other than to/with third parties engaged by Sponsor to fulfill the above purposes.

This Sweepstakes are subject to, and the Sponsor and Administrator will at all times process your personal data in accordance with, Sponsor's Privacy Policy available at:

USA and CAN residents: <https://www.buildabear.com/privacy-policy.html>.

UK residents: <https://www.buildabear.co.uk/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 or 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 list of Winners, send an e-mail with subject line SeptemBEAR Winners to Winners@mkpromosource.com. Requests must be received no later than October 29, 2021. The list will be sent when the random drawings have been conducted and the Winners verified.

SPONSOR: Build-A-Bear Workshop, Inc., 1954 Innerbelt Business Center Drive, St. Louis, MO 63114 USA.

Sweepstakes Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Ste. 222, Syosset, NY 11791 USA.

ADDITIONAL RULES FOR CANADIAN RESIDENTS: In accordance with Canadian law, Winners residing in Canada will be required to correctly answer the skill testing question once they have been selected to win the prize and after they have received an e-mail from the Sponsor notifying them that they are a potential winner.

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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