



Name _____
Date _____
Age _____
Contact Info _____

Show Us Why You Think You Can Design The Next Best Heelys Style

“OFFICIAL RULES”

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This campaign (the “Campaign”) is open only to those who sign up at the [Campaign URL] and who are 13 years of age or older as of the date of entry. If you are under 18 years of age, you must have your parent submit your entry on your behalf. The Campaign is open globally and is void where prohibited by law. Employees of Heelys Sports Limited (“Heelys”), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Heelys International, LLC as final and binding as it relates to the content of this Campaign.
3. Campaign Period: Entries will be accepted at createyourown@heelys.com starting on August 14, 2017, 6:00 AM EST. The Campaign may be cancelled, terminated, modified, or suspended at any time by Heelys in its sole discretion.
4. How to Enter: The Campaign must be entered in accordance with the directions found at [Campaign URL]. You may submit up to one (1) entry per month by emailing your design to: createyourown@heelys.com. Entries will be posted to Heelys’ website or a dedicated Heelys’ Facebook page or both. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Heelys. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Heelys. Entries generated by script, macro, mechanical or other automated means and entries by any means which subvert the entry process are void. Multiple entries received from any person in excess of the stated limitation will be void. All entries become the sole property of the Heelys and will not be returned.
5. Odds: The odds of winning depend on the number of eligible entries received, the number of Facebook ‘likes’ received, or Heelys’ design-team’s judgment, as applicable.
6. Winner Selection and Notification:
 - “Monthly Winners”: Entries will be posted on a Heelys’ Facebook page. The entry receiving the most Facebook ‘likes’ (as tallied on the last day of each calendar month) will be that month’s winner (the “Monthly Winner”). Monthly Winners will be announced on the first day of the following month. Monthly Winners will receive a pair of Heelys footwear.

- “Quarterly Winners”: At the end of each calendar quarter, Heelys’ design team will choose a “Quarterly Winner” from the three (3) most recent Monthly Winners. Quarterly Winners will be announced the day after the last day of each calendar quarter (i.e. each April 1, July 1, October 1, and January 1). Quarterly Winners will receive USD\$100.
- “Grand Prize Winners”: Each July 1 and January 1, a “Grand Prize Winner” will be selected by Heelys’ design team from the two most recent Quarterly Winners. Grand Prize Winners will see their design entry developed into a Heelys footwear product (the “Grand Prize Winner”).

Winners will be notified by email or telephone within ten (10) business days following selection of Winner. Heelys shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If a Winner cannot be contacted, is ineligible, fails to claim the prize within thirty (30) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited. Heelys is not required to award elsewhere any prizes forfeited by the chosen winner(s). Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT HEELYS’ SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

THE POTENTIAL WINNERS (AND THEIR RESPECTIVE PARENTS OR LEGAL GUARDIANS) ARE REQUIRED TO EXECUTE THE FOLLOWING: (1) AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY RELEASE; (2) WARRANTY OF OWNERSHIP AND LICENSE; (3) PUBLICITY RELEASE; AND (4) ANY OTHER AFFIDAVITS, DECLARATIONS AND/OR RELEASES OR ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED BY PRIZE SUPPLIER(S). UNLESS PROHIBITED BY LAW, THE POTENTIAL WINNER (AND PARENT/LEGAL GUARDIAN) MUST SIGN THESE DOCUMENTS NO LATER THAN 15 DAYS FROM THE DATE OF RECEIPT OF PRIZE NOTIFICATION IN ORDER FOR SPONSOR TO AWARD THE PRIZE. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE MAY RESULT IN DISQUALIFICATION AND, AT SPONSOR’S DISCRETION, SELECTION OF AN ALTERNATE WINNER.

7. Prizes: Monthly Winners will receive a pair of Heelys footwear. Quarterly Winners will receive USD\$100. Grand Prize Winners’ will have their design developed into a Heelys footwear product. For non-cash prizes, the actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Heelys. No cash or other prize substitution shall be permitted except at Heelys’ discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Heelys to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

8. Rights Granted by You: By entering this contest (i.e. creating your own Heelys shoe design), You understand and agree that Heelys, anyone acting on behalf of Heelys, and Heelys' licensees, successors, assigns, and designees shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, picture, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this contest, You represent and warrant that your entry: (i) is an original work of authorship, free and clear of any claims or encumbrances, and (ii) does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Heelys. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Heelys from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Heelys may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

All entries, and all aspects thereof, shall be deemed "works made for hire" for Heelys within the meaning of the U.S. Copyright Law and/or other applicable comparable laws or, if they do not so qualify, all ownership rights thereto, including any intellectual property rights therein, shall be deemed assigned to Heelys. Any copyright, design right, moral right or similar such right and any other intellectual property right in or that may be created in any entry shall be the exclusive property of Heelys. You acknowledge and agree that: (i) Heelys may use your entry as the basis for the development of Heelys footwear which may be sold on a global basis and/or via the e-commerce; and (ii) You will not be entitled to any compensation, royalty, commission, profits, or share of revenue arising from the sale any such Heelys footwear products so developed and sold. You understand and intend that any entry submitted by you to Heelys may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which you disagree or are unhappy about may be published or otherwise become associated with any entry you submit to Heelys. By submitting any entry to Heelys, you hereby waive any privacy expectations that you may have with respect to any such entry submitted by you to Heelys. All entries submitted by You shall be the property of Heelys, and Heelys shall have no obligation to preserve, return or otherwise make them available to you or others.

9. Terms & Conditions: Heelys reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Heelys' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Heelys may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Heelys. Heelys reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Heelys has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other

technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Heelys reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Facebook, Heelys and Heelys' subsidiaries, affiliates, advertising and promotion agencies, partners, licensee, representatives, agents, successors, assigns, employees, officers, and directors from any liability, loss, litigation, claim, injury, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Heelys website. To read the Privacy Policy, <https://heelys.com/privacyinfo>.

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Heeling Sports Limited, 601 W. 26th Street, 9th Floor, New York, New York, 10001. Requests received after a reasonable period of time after termination of the Promotion may not be honored.

14. Sponsor: The sponsor of the Campaign is Heeling Sports Limited, 601 W. 26th Street, 9th Floor, New York, New York, 10001, U.S.A.

15. The Campaign hosted by Heelys is in no way sponsored, endorsed, administered by, or associated with Facebook.

If Contestant is 18 years of age or older:

By signing below, You, the Contestant, attest that you are at least 18 years of age and have affirmatively reviewed, accepted, and agreed to all of the foregoing Official Rules.

Signature

Name

Date of Birth

Date

If Contestant is under 18 years of age:

By signing below, You, the Contestant, attest that you are at least 13 years of age and have affirmatively reviewed, accepted, and agreed to all of the Official Rules.

Signature

Name

Date of Birth

Date

–AND–

By signing below, you attest that: (i) you are the parent or legal guardian of the Contestant signing above; (ii) you have affirmatively reviewed the foregoing Official Rules; (iii) you agree to and accept the Official Rules on your behalf and the Contestant's behalf; and (iv) such Official Rules shall be binding upon you and the Contestant.

Signature

Name

Date of Birth

Date

Parental Consent Form

Please review the Official Contest Rules [[link to Official Contest Rules](#)] and this form. If you agree that your minor child may participate in the “Create Your Own Heelys Contest” pursuant to the Official Contest Rules and the terms of this consent form, then please fill in the blanks and sign below. You can submit this form along with the contest entry via:

Email: createyourown@heelys.com.

Parent/Guardian Name: _____ Date: _____

Minor Child’s Name: _____

By signing this Parental Consent Form:

1. I hereby agree that my minor child may participate in the Create Your Own Heelys Contest being conducted by Heeling Sports Limited (“Heelys”), and irrevocably grant my permission and authorize Heelys to post, use, copy, and otherwise exploit my minor child’s name and entry for purposes of the Contest, and in advertising, marketing, publicity and promotion related to the Contest, and to reproduce and publish the same throughout the universe in perpetuity, in any and all media now known or hereinafter devised. I further agree that the Contest, my minor child’s participation in the Contest and all of the Contest elements, including all entries, belong entirely and exclusively to Heelys, so that Heelys and its licensees and assigns may duplicate, distribute, broadcast, exhibit, or otherwise use the Contest, its elements, or related entries and designs, without limitation or restriction throughout the universe in perpetuity. Heelys may edit and adapt my minor child’s participation as it deems appropriate.
2. I understand and agree that neither I nor my minor child will own any rights in the Contest or the Contest elements, nor shall I or my minor child be entitled to any monetary compensation for our participation. I am granting Heelys a free, non-exclusive, irrevocable license to use and commercialize my minor child’s contest entry. I acknowledge that Heelys shall have no obligation at all to use my minor child’s contest entry.
3. I agree that neither I nor my minor child shall make any claims against Heelys based upon distribution or exploitation of the entry or the Contest to which I have consented on behalf of my minor child. I release Heelys and its licensees and assigns from any and all claims and liabilities whatsoever that may occur in relation to or arising from my minor child’s participation in the Contest. I agree that this Consent and Release will be governed by and construed in accordance with the laws of the State of New York.
4. I grant to Heelys a free, non-exclusive, irrevocable license to use the artwork and designs in my minor child’s entry in the Contest and related distribution.
5. I confirm that I and my minor child live in the ___[country]_____.
6. I agree that my minor child may participate in the Contest described in the Official Contest Rules and is permitted to accept the prizes awarded to the winners.
7. I understand my minor child’s name and other information that I provide on behalf of or related to my minor child, as described in the Official Contest Rules, may be posted together with my minor child’s submission upon Heelys’ Facebook page, Heelys’ website, or other public forum without any additional notice to or permission by me.
8. I hereby warrant that I am a legal competent adult and a parent or legally appointed guardian of the minor child named above, and that I have every right to contract for the minor child in the above regard.
9. I certify and acknowledge that I have read, understood and agree to the terms and conditions set forth in the Official Contest Rules, and that I have read this Parental Consent Form prior to signing it; that I have the full authority to give my consent and release so that my minor child may participate in Heelys’ “Create Your Own Heelys Contest” and that I consent to provide the information concerning my minor child that is necessary to enter the contest and to receive the prizes to be awarded. Accordingly, and intending to be legally bound, I voluntarily agree to the terms set forth herein and acknowledge and agree that my minor child and myself are bound by these Official Contest Rules and I am bound by the terms of this Parental Consent. This release shall be binding upon my minor child, me, and our respective heirs, legal representatives, and assigns.

Parent/Guardian Signature