

"THE RISE OF THE TEENAGE MUTANT NINJA TURTLES" SEWER SQUAD PIZZA POINTS REWARDS
TERMS AND CONDITIONS

These Terms and Conditions apply to The Rise of the Teenage Mutant Ninja Turtles ("ROTMNT") Sewer Squad Pizza Points Rewards program ("Pizza Points Rewards") which was created by Playmates Toys ("Playmates Toys") to provide great rewards to our loyal customers. By joining the ROTMNT Sewer Squad Pizza Points Rewards program, you can earn Pizza Points ("Pizza Points") when you purchase eligible ROTMNT merchandise from Playmates Toys. After accumulating enough Pizza Points, Members can then redeem their Pizza Points for great prizes ("Rewards") as described below.

Participation in the Pizza Points Rewards program is offered at the discretion of Playmates Toys. As a member of the Pizza Points Rewards program, you must comply with these Terms and Conditions; please read them carefully before enrolling in the Pizza Points Rewards program. Playmates Toys reserves the right to modify these Terms and Conditions at any time, without notice to you, but updating these Terms and Conditions on the website for the Pizza Points Rewards program, at www.pizzapointsrewards.com/terms. Your participation in the Pizza Points Rewards program constitutes unconditional acceptance of these Terms and Conditions. If at any point you do not accept any of these Terms and Conditions, or are no longer satisfied with the Pizza Points Rewards program, your sole remedy is to end your participation in the Pizza Points Rewards program.

For the sake of completeness, Playmates Toys Terms of Use (the "**Terms of Use**"), located at <https://playmatestoys.com/legal/terms-conditions/> and Playmates Toys Privacy Policy (the "**Privacy Policy**"), located at <https://playmatestoys.com/legal/privacy-policy/> are incorporated herein by this reference. Your registration information and other information collected in connection with the Pizza Points Rewards program may be shared with TPG Rewards, which administers the program on Playmates Toys behalf. Except as otherwise stated in these Terms and Conditions, the information that is collected in connection with the Pizza Points Rewards program will be used in accordance with the Privacy Policy.

If Playmates Toys amends these Terms and Conditions, we will revise the "last updated" date located at the top of these Terms and Conditions. For changes to these Terms and Conditions that Playmates Toys considers to be material, we will place a notice on the Pizza Points Rewards website by revising the link on the home page to read substantially as "Updated Pizza Points Rewards Program Terms and Conditions" for up to three (3) weeks or some other amount of time that Playmates Toys determines in its discretion. If you continue to participate in the Pizza Points Rewards program by earning Pizza Points, redeeming Pizza Points, logging into your Account or in any other way after these Terms and Conditions have been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of these Terms and Conditions will be available on the Pizza Points Rewards website and will supersede all previous versions of these Terms and Conditions.

1. Eligibility in the Pizza Points Rewards Program

Membership in the Pizza Points Rewards program is free, and open to people 18 years of age and older who live in the United States, with the exception of: employees, officers or directors of Playmates Toys and TPG Rewards, or any of their family members (parents, children, spouses). Anyone under the age of 18 will need their parent or legal guardian to register. Companies, associations or any other business entities are not eligible for membership. Playmates Toys reserves the right to exclude any member from the Pizza Points Rewards program at any time, in

its sole discretion. If at any point you become ineligible for the Pizza Points Rewards program according to these Terms and Conditions, you must cease using the Pizza Points Rewards program immediately.

2. Enrolling in the Pizza Points Rewards Program

Anyone eligible for the Pizza Points Rewards program can register using the program's online registration form, available at www.pizzapointsrewards.com. When you register for the Pizza Points Rewards program, you will be asked to create a username and a unique password and confirm your agreement to these Terms and Conditions, the Terms of Use, and the Privacy Policy. Upon completion of your registration, an account ("**Account**") will be created for you. You will need your username and password to verify Account activity online and to update Account information. It is your responsibility to maintain the confidentiality of your Account username and password. Playmates Toys is not responsible for any loss you may incur as a result of any unauthorized person using your username and password and accessing your Account information or redeeming any Pizza Points Rewards from the Pizza Points Rewards program. You cannot have more than one Account. If you attempt to obtain more than one Account, Playmates Toys may terminate your membership and all Pizza Points in your Account may be forfeited.

3. How to Submit Pizza Points Codes to Pizza Points Rewards

Once you are registered in the Pizza Points Rewards program, you will be eligible to earn Pizza Points for the purchase of qualifying Playmates Toys merchandise. As of October 1, 2018 Playmates Toys merchandise purchased that contain the Pizza Points code are eligible for Pizza Points.

To earn points for qualifying Playmates Toys merchandise, you must redeem your Pizza Points code on the Pizza Points Rewards website by clicking "ENTER CODE" on the menu or visiting www.pizzapointsrewards.com/redeem

Earning and Redeeming Pizza Points Rewards

You will earn points depending on the Playmates Toys merchandise purchased. Points breakdown are as follows:

- Basic Action Figure = 4 points
- Deluxe Figures = 6 points
- Basic Role Play = 6 points
- Vehicle with Figure = 8 points
- Giant Figures = 8 points
- Turtle Tank = 10 points
- Sewer Lair Playset = 50 points

As you submit valid Pizza Point Codes, earned Pizza Points will accrue in your Pizza Points Rewards Account. When you have enough Points, you can redeem them for great Rewards. Pizza Points can be redeemed for a variety of different Rewards, beginning with rewards that are redeemable for as few as 50 Points. Once Pizza Points have been redeemed for a Reward, those points will be deducted from your total Points in your Pizza Points Rewards Account. You can see a list of available Pizza Points Rewards, and the number of Pizza Points required for each

Reward, at the Pizza Points Rewards website at www.pizzapointsrewards.com/rewards. Some Rewards will be limited in quantity, as described on the Pizza Points Rewards website. Rewards are subject to availability as determined by Playmates Toys in its sole discretion. Playmates Toys reserves the right to modify, amend, limit or revise the Rewards available.

If you have any questions about the amount of Pizza Points that have accrued in your Account, you can email us at customerservice@pizzapointsrewards.com.

You may not transfer Pizza Points from your account to the account of any other Pizza Points Rewards Member. However, you may transfer any redeemed Pizza Points Reward to another person. All Pizza Point redemptions for Rewards are final.

Points have no cash value, and in no circumstances will Pizza Points be redeemable for cash. Points cannot be used in combination with any other discount, coupon or offer unless specifically allowed by Playmates Toys. Rewards may be taxable, depending on the value of the Reward, and the federal, state and local tax laws applicable to you and your Reward. Members are solely responsible for reporting any rewards on their tax returns and paying any associated tax liability.

Playmates Toys reserves the right to discontinue the participation in the Pizza Points Rewards program of any member that Playmates Toys suspects may be engaging in any fraudulent activity or may be using the Pizza Points Rewards program in a manner inconsistent with these Terms and Conditions or in violation of any applicable law. Playmates Toys reserves the right to terminate the Account of any member whose account is dormant for a period of at least six (6) months, in Playmates Toys sole discretion.

Playmates Toys may modify any of these Terms and Conditions, including, but not limited to, the methods through which Pizza Points can be earned, how Pizza Points can be redeemed, and the conditions under which Pizza Points may expire or be forfeited, at any time, with or without prior notice, even though these changes may affect a member's ability to use Pizza Points already earned. The Pizza Points Rewards program has no predetermined termination date and Playmates Toys may terminate the Pizza Points Rewards program at any time, with notice on the Pizza Points Rewards website and/or via email to the member's email address currently on file with Playmates Toys for their Account. Members will have a period of time selected by Playmates Toys from the date Pizza Points Rewards program termination is announced, within which to use their remaining Pizza Points before they are forfeited. Any questions or disputes regarding eligibility in for the Pizza Points Rewards program, the eligibility of any Pizza Points codes, Pizza Points or Rewards will be resolved by Playmates Toys in its sole discretion.

4. Your Privacy

Unless otherwise indicated in these Terms and Conditions, by enrolling in the Pizza Points Rewards program, you consent to the use by Playmates Toys and our contractors of your personal information for the purpose of administering the Pizza Points Rewards program and distributing Pizza Points Rewards, and to the use by Playmates Toys of your information as permitted by the Privacy Policy.

5. Additional Terms and Conditions

Any attempts by any member to access the Pizza Points Rewards program or Pizza Points Rewards website via a bot script or other brute-force attack shall result in that member becoming ineligible to participate in the Pizza Points Rewards program. Playmates Toys, in its sole discretion, reserves the right to disqualify and terminate

participation of any member it believes has been tampering with the operation of the Pizza Points Rewards program or the Pizza Points Rewards website, or acting in violation of these Terms and Conditions. Any attempt by any person to undermine the legitimate operation of the Pizza Points Rewards program may be a violation of criminal and civil law, and, should such an attempt be made, Playmates Toys reserves the right to seek damages from any such person to the fullest extent permitted by law.

By participating in the Pizza Points Rewards program, you agree to release Playmates Toys, its affiliates, related companies, and their respective officers, directors, employees and contractors (the "Released Parties") from any and all loss, harm, damages, cost or expense, including without limitation property damage, personal injury and/or death, due in whole or in part, directly or indirectly to participation in the Pizza Points Rewards program, including without limitation, related to (i) the collection, redemption, revocation or deletion of any Pizza Points, (ii) the issuance of any Pizza Points Rewards or the use thereof, and (iii) the suspension, modification, or termination of your membership in the Pizza Points Rewards program.

THE PIZZA POINTS REWARDS PROGRAM, ANY MEMBERSHIP THEREIN, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR GUARANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT. PLAYMATES TOYS MAKES NO WARRANTY IN ANY RESPECT AS TO ANY REWARDS OR SERVICES MADE AVAILABLE AS PART OF THE PIZZA POINTS REWARDS PROGRAM.

Playmates Toys is not responsible for any assurances, guarantees, representations or warranties made or implied by any parties associated with or involved in this Pizza Points Rewards program, including but not limited to any merchandisers, manufactures, suppliers or advertisers of any Reward. By participating in the Pizza Points Rewards program, each member accepts all responsibility for, and hereby releases, indemnifies and holds the Released Parties harmless from and against any claims that may arise from actions taken by such member or for any unauthorized access to member's Account by any third party

UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PIZZA POINTS REWARDS PROGRAM OR YOUR PARTICIPATION THEREIN. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, THE RELEASED PARTY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. BY PARTICIPATING IN THE PIZZA POINTS REWARDS PROGRAM, A MEMBER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM MORE THAN ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. EACH MEMBER SPECIFICALLY WAIVES ANY BENEFIT UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES "A GENERAL RELEASE DOES NOT EXTEND TO UNKNOWN CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED THE SETTLEMENT".

By participating in the Pizza Points Rewards program, you agree to defend, indemnify, and hold harmless the Released Parties from all liabilities, third-party claims and expenses (including reasonable attorney's fees) that arise out of or are related (in whole or in part) to your violation of these Terms and Conditions.

Notwithstanding any other provision of these Terms and Conditions, in the event there is a direct conflict between these Terms and Conditions and either the Terms of Use or the Privacy Policy, these Terms and Conditions will govern, control and prevail as to the Pizza Points Rewards Program, including but not limited to those Terms and Conditions dealing with limitation of liability, arbitration, governing law and jurisdiction.

These Terms and Conditions are governed exclusively by the internal laws of the State of California without regards to any conflicts of laws or choice of law provisions that would cause the application of any other jurisdiction's laws. Any dispute concerning the interpretation of these Terms and Conditions or your participation in the Pizza Points Rewards program must be resolved exclusively in the state or federal courts in Los Angeles County, California, and you agree to submit to the personal jurisdiction of such courts.

Any waiver by Playmates Toys of any breach of these Terms and Conditions by you shall not operate or be construed to be a waiver of any other breach of these Terms and Conditions. If any provision of these Terms and Conditions is held to be unenforceable, such unenforceability shall not render any of the other Terms and Conditions to be unenforceable, and such provision will be modified so as to best accomplish the intent of such provision within the limits of applicable law.