



PARTICIPATION WAIVER

Participant Name(s)*: _____ D.O.B _____
 _____ D.O.B _____
 _____ D.O.B _____
 _____ D.O.B _____

Address*: _____

Date: _____

(* Please complete in BLOCK CAPITALS)

For the purposes of this Participation Waiver, the term “Hasbro” includes Hasbro, Inc. and any of its group companies and affiliates.

I, or my parent/guardian/legal representative (collectively, “we,” “us” or “our”), have the right to sign this Participation Waiver.

I/we hereby enter into this Participation Waiver, concerning:

- (i) my/our involvement with Hasbro’s research and related product testing and surveys as detailed below;
- (ii) the transfer of my/our personally identifiable information to the United States;
- (iii) Hasbro’s disclosure of certain confidential information, documents, and/or other materials; and
- (iv) my/our disclosure of opinions, suggestions, ideas, concepts, and general feedback pertaining thereto.

The obligations contained in this Participation Waiver with respect to any Hasbro disclosures will continue for a period of ten (10) years after the date of our signing this Participation Waiver.

We agree to use reasonable care to hold any and all Proprietary Information (as defined below) disclosed by Hasbro to us in the strictest confidence and shall not, without the express written consent of Hasbro, disclose any such information to any third party, or use such information for any purpose other than the above-referenced focus group and/or related product testing and surveys. We will take reasonable precautions to ensure that the Proprietary Information is kept entirely secret and confidential at all times.

Hasbro’s “Proprietary Information” includes any and all non-public information and data, whether written or oral, that Hasbro may furnish to us. Proprietary Information shall not include information that: (i) is or (through no improper action or inaction by us) becomes publicly available; (ii) was in our possession or known by us prior to receipt from Hasbro; or (iii) was rightfully disclosed to us by a third party under no obligation of confidentiality.

Any opinions, suggestions, ideas, concepts and general feedback which we may disclose to Hasbro will belong solely to Hasbro, and Hasbro will not be required to maintain such disclosures in confidence. We agree to sign any documents that may be reasonably necessary to carry out the meaning and intent of this provision. Without limiting the foregoing, for the consideration of the opportunity to participate in such research and related product testing and surveys, and for the Amazon.co.uk gift voucher or cash amount that has been given to us, the receipt of which is hereby acknowledged by us, we hereby irrevocably assign to Hasbro any and all right, title and interest in and to any such disclosures in perpetuity. We agree that no intellectual property right(s) arising out of the disclosures have been granted expressly or by implication to us. We agree that Hasbro shall be free to utilise such disclosures without any further compensation to us.

We understand that Hasbro may make visual and audio records (including webstreams) of our participation in research or other product testing activities. We consent to Hasbro’s use of all or part of such records for any use that Hasbro deems appropriate; including sharing with Hasbro’s external partners (these include agencies or individuals who carry out work on behalf of or in association with Hasbro and have signed up to Hasbro’s non-disclosure agreement). Hasbro will not use such records in its television, radio or print advertising.

We understand that Hasbro may transfer our personally identifiable information, including the visual and audio records mentioned above, to the United States, which does not have the same data protection laws as the European Union. We agree to this transfer of our personally identifiable information outside of the European Union. We have read and understood the Funlab Privacy Policy and agree to terms within it.



We agree that we will return all written material, and copies thereof, products and Proprietary Information provided by Hasbro to us at any time, upon Hasbro's request.

We hereby waive any and all actions for ordinary negligence that might otherwise be brought based on our participation in the activities contemplated under this Participation Waiver, including but not limited to actions for premises liability and/or negligent supervision. However, this clause does not include or limit in any way Hasbro's liability for:

- (i) death or personal injury caused by Hasbro's negligence; or
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other matter for which it would be illegal or unlawful for Hasbro to exclude or attempt to exclude its liability.

This Participation Waiver shall be binding on us, as well as our legal guardian, agents, and legal representatives. We agree to hold Hasbro harmless from and against any and all claims, suits, or actions that may be brought by us based on Hasbro's usage of any such disclosures of information we may have provided to Hasbro.

We acknowledge and agree that, due to the highly sensitive and proprietary nature of Hasbro's Proprietary Information, violation or breach of this Participation Waiver shall cause immediate and irreparable harm to Hasbro, not readily quantified or remedied through an action in law for money damages, and entitling Hasbro to immediate and permanent injunctive relief.

This Participation Waiver is governed by the laws of England and Wales and the jurisdiction of the English Courts.

This Participation Waiver together with the Funlab Privacy Policy represents our entire understanding of the subject matter described in it. The provisions of this Participation Waiver shall survive its termination and/or of our relationship with Hasbro.

- We have read and understood the terms of this Participation Waiver and agree to them.
- We have read and understood the Funlab Privacy Policy and agree to it.
- We agree for Hasbro to collect and store our personal information in accordance with the Funlab Privacy Policy and for Hasbro to use our personal information to contact us to participate in other Funlab projects in the future.
- We have a medical condition and/or allergy we want Hasbro to be aware of and require special assistance / Have special dietary requirements etc:
Details of allergy and/or medical condition:

Signature of Participant: _____

Parent / Guardian consent

I hereby certify that I am the parent or legal guardian of the above named Participant, and for value received, I do give my consent without reservation to the foregoing on behalf of him/her/them, and I consent to the transfer of my personally identifiable information and the personally identifiable information of the Participant outside of the European Union and to the United States.

Signature of Parent / Guardian (if the Participant is under 18 years of age):

Name*: _____

Relationship to Participant*: _____

Date: _____

(* Please complete in BLOCK CAPITALS)

Hasbro European Services

Signed on behalf of Hasbro European Services

Name:

Date: