

2022 Hi-Rez Showcase Online Cosplay Contest Official Rules

IMPORTANT LEGAL NOTICE!

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER OR WIN THIS SKILL-BASED CONTEST. MAKING A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Please read the following Official Rules ("Rules") carefully before participating in the 2022 Hi-Rez Showcase Online Cosplay Contest (the "Contest"), in connection with the online 2022 Hi-Rez Showcase, scheduled to take place in January 2022 (the "Event"). By participating in the Contest, you confirm that you have read and agree to be bound by these Rules and represent that you satisfy all eligibility requirements for the Contest.

1. Eligibility.

To enter this Contest, you must be (i) at least 18 years of age; and (ii) the age of majority in your jurisdiction of residence. The Contest is void in territories prohibited by any applicable sanctions programs administered and enforced by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury (including but not limited to Iran, Iraq, North Korea, Sudan, or Syria), the Province of Quebec, and where otherwise prohibited or restricted by law. Employees, directors, and officers of Hi-Rez Studios, Inc. ("Sponsor") or any of its affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family members of each of the foregoing and members of the same household of each of the foregoing (whether related or not) are not eligible to participate in the Contest or win any prizes. All applicable federal, state, and local laws and regulations apply. Void where prohibited.

IF YOU MEET ALL OF THE ABOVE CRITERIA AND REGISTER FOR THE CONTEST, YOU ARE HEREBY DEEMED A "CONTESTANT" FOR PURPOSES OF THESE RULES. IF YOU DO NOT MEET THE ABOVE CRITERIA, YOU ARE NOT ELIGIBLE TO PARTICIPATE OR WIN A PRIZE. SEE ENTRY DETAILS BELOW.

2. How to Participate.

Overview of Process. To enter the Contest, you must register as described below and submit a photo/video of yourself in your costume. You may only enter one (1) costume and obtain one (1) entry into the Contest. Three rounds of judging will be applied to determine the winners: (1) each entrant registers and submits a photo/video of his/her costume, (2) each semi finalist presents his/her costume in a video call with the judges, and (3) each finalist submits a video presenting his/her costume for final judging. Registration and participation are described in more detail below.

Stage 1, Registration & Photo Submission:

You may register online between 11:00:01 a.m. Eastern Time ("ET") on September 29, 2021 and 11:59:59 p.m. ET on December 1, 2021 ("Round 1 Period") by following the registration instructions at <<https://www.hirezshowcase.com/cosplay>> ("Website").

As part of your registration, you will be required to (a) provide some information about yourself, (b) upload up to 10 photos and/or video clips of your costume modeled by a person ("Costume"), and attest as to which of the following divisions ("Division") you fit within:

- **Journeyman Division** - This is the entry-level Division. This Division is for Contestants who have entered in fewer than 3 cosplay contests, created fewer than 10 costumes, **and** never won a cosplay contest previously.
- **Master Division** – This Division is for experienced cosplayers. This Division is for Contestants who have entered 3 or more cosplay contests, created 10 or more costumes, **or** won at least 1 cosplay contest.

Contest judges reserve the right to assign you to a different Division in the event that it is determined, in their reasonable discretion, that your skill level is representative of a different Division or if you have otherwise registered for an incorrect Division.

A maximum of 15 semi-finalists ("Semi-Finalists") will be selected based on the judges' assessment of the overall quality of the Costume in the photos and/or videos submitted. Only photos/videos that are uploaded in accordance with these instructions will be reviewed. All photos, videos, and Costumes must meet the applicable requirements in Rule 3 below. See Rule 4 below for details on judging and selection.

Stage 2, Semi-Finalists E-Meet with the Judges:

The Semi-Finalists will be invited via email to meet with the judges in a video call of approximately 10 to 15 minutes to present their Costumes. Semi-Finalists must be available for a video call between 8:00:00 AM ET and 6:00:00 PM ET on a day between December 6-9, 2021 ("Round 2 Period"). Video calls will be scheduled based on judges' availability, but Sponsor will, within its reasonable discretion, seek to arrange a mutually acceptable time with each Semi-Finalist. If a mutually acceptable time cannot be arranged with a Semi-Finalist, such Semi-Finalist may be disqualified, and an alternate may be selected, time permitting. Semi-Finalists are expected to comply with all standards for proper and appropriate behavior during the video call. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in termination of a video call and disqualification from the Contest. Any potential Semi-Finalist may be required to sign and return a declaration of eligibility and/or liability release as a condition of being named a Semi-Finalist and participating further in the Contest. Sponsor also may conduct a background check to confirm any potential Semi-Finalist's or Finalist's eligibility and compliance with these Official Rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner.

A maximum of three (3) Master Division finalists and three (3) Journeyman Division finalists ("Finalists") will be selected based on the judges' assessment of the overall quality of the Costume as presented in the video call. See Rule 4 below for details on judging and selection.

Stage 3. Finalists Submit Video Clip:

Finalists will be invited to submit a video clip of 1 to 2 minutes showcasing their Costumes to compete for first, second, and third place in their division. Video clips must be submitted to the e-mail address designated to Finalists by Hi-Rez and must be received between December 13-17, 2021 ("Round 3 Period"). A maximum of three (3) Master Division winners and three (3) Journeyman Division winners will be ranked within their division based on the judges' assessment of the overall quality of the Costume as presented in the video clip. See Rule 4 below for details on judging and selection of winners.

3. Photo, Video, and Costume Requirements:

All photos, videos, and Costumes must: (a) be the exclusive original work of the entrant; (b) be in keeping with the Sponsor's images, (c) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights of any person or entity, including but not limited to copyright, trademark, privacy or publicity, (d) not contain any commercial/corporate advertising, including but not limited to corporate logos, brand names, slogans, or copyrighted content, other than the Sponsor's, in a manner that could be deemed infringing; and (e) not depict any conduct or content that is unsafe, immoral, obscene or otherwise inappropriate as determined by Sponsor in its sole and absolute discretion. Each entrant further represents and warrants that it has permission from any and all recognizable persons depicted in a photo or video and agrees, upon request, to furnish written proof of such permission. Failure to meet any of the requirements above, or to otherwise comply with these Official Rules, may result in disqualification.

In addition, Costumes must meet each of the following requirements:

- A. Costumes must be based on one of Hi-Rez's interactive game franchises, including without limitation *Global Agenda*, *Tribes: Ascend*, *SMITE*, *Paladins*, *Paladins Strike*, *Realm Royale*, *SMITE Blitz*, *Hand of the Gods*, *Jetpack Fighter*, and *Rogue Company*.
- B. Costumes cannot include, or otherwise use, any functional or otherwise dangerous weapon props, including without limitation edged weapons (e.g., knives, daggers, swords, etc.), firearms of any kind (including, without limitation, airsoft and paintball), longbows, crossbows, or any other type of projectile weapon regardless of whether it is unloaded, clubs, maces, or other crushing weapons, or other weapons that are sharp or pointy enough to cut or pierce an individual.
- C. Costumes may not feature nudity, hate symbols, signs offering services or making requests for physical contact, uniforms which could be confused with law enforcement, or other official authorities, or any other offensive or inappropriate content as determined by Sponsor in its sole discretion.

Props that are not held or attached to a Costume will not be considered part of the Costume. Contestants may wear their Costume, or they may have a friend or family member model their Costume (or part of their Costume if the Costume requires more than one person). However, if a third party models a Contestant's Costume (alone, with the Contestant, or someone else) that third party is not considered a Contestant, is not eligible to win a prize, and may be required to sign a liability and/or publicity release before participating in a Costume Presentation.

4. Judging/Winner Selection.

A panel of judges will evaluate eligible Costumes in each round based on the Judging Criteria. The public will have an opportunity to vote in Round 3 as described below. See details on each round below. Judges' decisions are final and binding on all matters relating to the Contest.

Stage 1: All eligible Costumes presented in photos/videos received during the Round 1 Period will be judged by a panel of judges using the Judging Criteria, to determine a maximum of up to 15 Semi-Finalists in each Division to proceed to Round 2. Fewer than 15 Semi-Finalists in a Division may be selected if insufficient qualified entries are received for that corresponding Division.

Stage 2: All eligible Costumes presented in a video call during the Round 2 Period will be judged by a panel of judges using the Judging Criteria, to determine a maximum of up to three (3) Master Division finalists and three (3) Journeyman Division finalists to proceed to Round 3. Fewer than 3 Finalists in a Division may be selected if insufficient qualified entries are received for that Division.

Stage 3: All eligible Costumes presented in a video clip during the Round 3 Period will be judged by a panel of judges based on the Judging Criteria, plus public appeal (results of Public Voting may be considered by the judges, in their discretion, as one factor in assessing this criterion) to determine the ranking of a maximum of up to three (3) Master Division winners and three (3) Journeyman Division winners. Fewer than three (3) Master Division winners and three (3) Journeyman Division winners may be selected if insufficient qualified entries are received.

Judging Criteria: The judges will evaluate Costumes based on the following criteria: creativity and originality, technical execution, expression of the applicable game franchise theme, and quality of presentation ("Judging Criteria").

Community Voting: During the period from 12/30/2021 to 1/5/2022, the public will have the opportunity to cast votes for their favorite entries among the Finalists ("Community Voting"). Instructions for voting will be announced on Hi-Rez's official Twitter channel(s). This does NOT count towards who wins or does not win. This is strictly for fun. Use of script, macro or any device to automate voting, hiring outsourced vote-farming services, paying for votes, or engaging in any other conduct deemed inappropriate, disruptive or unsportsmanlike as determined by Sponsor in its discretion,

is prohibited, and any entries or votes received through such means will be void.

Any attempt by any voter or entrant to submit or solicit more than the stated number of votes by using multiple/different email addresses, identities or any other method will void that person's votes and entry (if any), and he/she may be disqualified from further voting or other participation in the Contest.

5. Prizes.

The following prizes are available:

- Journeyman Division Prizes
 - First Place: \$1,000.00 U.S. Dollars
 - Second Place: \$650.00 U.S. Dollars
 - Third Place: \$350.00 U.S. Dollars
 - Runner-Up: \$250.00 U.S. Dollars

- Master Division Prizes
 - First Place: \$3,000.00 U.S. Dollars
 - Second Place: \$2,000.00 U.S. Dollars
 - Third Place: \$1,000.00 U.S. Dollars
 - Runner-Up: \$250.00 U.S. Dollars

Potential winners will be announced on January 6, 2022 during the Hi-Rez Showcase: Cosplay Show. Potential winners will also be contacted on or about January 6, 2022 via the e-mail address listed in their registration. No liability is assumed for any notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification or follow instructions therein by the deadline provided (or if no deadline is provided, then within 14 calendar days of such notification) may result in disqualification and selection of an alternate winner. Further, if any potential winner is found to be ineligible, or if he or she has not complied with these Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each winner may be required to execute a Declaration of Eligibility, a Liability Release, and a Publicity Release (where legal) if not already completed earlier as part of the process of becoming a Semi-Finalist or Finalist.

ANY APPLICABLE TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes returned as undeliverable may be forfeited and may be awarded to an alternate winner. Prizes are non-transferable and no substitution of the prize is offered, except at the sole discretion of the Sponsor.

6. Publicity/Usage Rights.

By entering, you warrant and represent that your Costume has been created by you as an original work, and you further acknowledge and agree that, to the extent permitted by law, Sponsor (and those acting with its authorization) may copy, reproduce, edit, broadcast and otherwise use any of your submissions as part of this Contest, including images, videos, or other representations of your Costume and the presentation of it in any way in any medium whether now existing or later discovered, worldwide, in perpetuity, including but not limited to posting online on Sponsor's social media pages, without consideration to you.

By entering, you warrant and represent that (i) all statements made in the registration and entry process are true, accurate, and complete; (ii) the Costume is unique to you and was created solely by you and no one else has any right, title, or interest in and to the submission and its contents; and (iii) nothing in your Costume infringes or violates any patent, trademark, copyright, trade secret, or other right of any other party.

Except where prohibited, participation in the Contest and/or receipt or use of any prize further constitutes each winner's consent for use of his/her name, likeness, voice, opinions, statements, biographical information, and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).

7. Data.

By entering the Contest, you hereby acknowledge that you will be submitting information about yourself to the Sponsor in the United States, and you agree to Sponsor's collection and use of any personal information you submit, all of which is subject to Sponsor's privacy policy at <https://www.hirezstudios.com/legal/>. Information you submit will only be used for administration of the Contest unless you provide consent for other use of such information.

8. Release of Liability.

BY ENTERING THE CONTEST, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU RELEASE SPONSOR AND ITS PARTICIPATING PARTNERS, JUDGES, AND THE VENUE AND ANY OF THE FOREGOING'S RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION, RELATED TO ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE CONTEST OR DELIVERY, INCORRECT DELIVERY, ACCEPTANCE, POSSESSION, USE OF OR INABILITY TO USE ANY PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES, AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION, OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHER THEORY. Notwithstanding the foregoing, nothing herein limits or excludes the liability of the Released Parties for fraud or for death or personal injury caused by the negligence of the Released Parties where such a release is prohibited by law.

By entering the Contest, you further agree that, to the extent permitted by law (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of Georgia, USA without regard to principles of conflicts of laws, and by entering, you consent to the exclusive jurisdiction of the state and federal courts in the State of Georgia, USA for resolution of any disputes relating to the Contest and waive any objection thereto. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

9. Miscellaneous.

You are responsible for having access to a computer or mobile device with internet access to participate in this online Contest. No responsibility is assumed for any damage to your mobile device or computer system which is occasioned by participating in the Contest, or for any computer system, mobile device, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, or stolen submissions, prize notifications or other Contest materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks,

servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein, including but not limited to acts of war, government, terrorism, disease, or other causes beyond the control of the Sponsor whether similar or dissimilar to the ones mentioned here. If the Contest is terminated before the designated end date and time, Sponsor will (if possible) select winner from all eligible, non-suspect entries unaffected by the problem.

10. Sponsor.

Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America.

11. Winners Names.

For the winners' names, send an email to contests@hirezstudios.com with the subject line "2022 Hi-Rez Showcase Cosplay Contest Winner List." All requests must be received by March 31, 2022.

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