

2023 SMITE World Championship Cosplay Show Official Rules

IMPORTANT LEGAL NOTICE!

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER THIS SHOW.

Please read the following Official Rules ("Rules") carefully before participating in the 2023 SMITE World Championship Cosplay Show (the "Show") scheduled to take place in January 2024 (the "Event"). By participating in the Show, you confirm that you have read and agree to be bound by these Rules and represent that you satisfy all eligibility requirements for the Show.

1. Eligibility.

To enter this Show, you must be (i) at least 18 years of age; and (ii) the age of majority in your jurisdiction of residence. The Show 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 Show 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 SHOW, 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. SEE ENTRY DETAILS BELOW.

2. 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 the Hi-Rez game franchise *SMITE*.
- 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).

3. 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 Show, 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 Show 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).

4. Data.

By entering the Show, 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 Show unless you provide consent for other use of such information.

5. Release of Liability.

BY ENTERING THE SHOW, 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 Show 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 Show, 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 Show, 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 Show, 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 Show 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.

6. Sponsor.

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

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