

## ASHES OF CREATION GLORIOUS GOURD CONTEST RULES

*Please read the following contest rules carefully. The Sponsors reserve the right to modify these rules to ensure fairness and legal compliance.*

**ELIGIBILITY: NO PURCHASE NECESSARY. This Contest is void where prohibited.**

Participation in the “Ashes of Creation Glorious Gourd Contest” (“Contest”) is available to all North American and European Union residents who are over the age of 18 and comply with the Contest rules, subject to applicable law. Participants residing in Arizona, District of Columbia, Florida, Illinois, Kansas, Kentucky, Maryland, North Dakota, Tennessee, Vermont and Louisiana may purchase the Game and participate in the Contest but may not be eligible to receive any Prizes. Your eligibility is contingent upon the specific laws of your state, province, principality or country of origin, and you are solely responsible for your compliance with those laws.

**CONTEST PERIOD:** The Contest will begin at 11:00 AM PDT on Friday, October 2, 2020 and no entries will be accepted after 11:00 AM PDT on Tuesday, October 27, 2020. The Sponsor will notify winners on or before Thursday, October 29, 2020.

**ENTRY REQUIREMENTS: Purchase of Ashes of Creation (the “Game”) is not required to enter this Contest.** To enter the Ashes of Creation Glorious Gourd Contest, [visit the official entry thread on the Ashes of Creation forums here](#) - you will need to create an Intrepid account if you do not already have one in order to submit an entry. Post a reply sharing your best Ashes of Creation-related pumpkin carving (either digital OR physical - [you must use this digital template provided here](#) for your digital submission, or [use this name submission placard](#) in your picture of your physical submission) for your chance to win. Any digital entries that do not use the [official digital template](#) or are missing a forum display name will be disqualified, and any physical entries that do not use the [official name submission placard](#) to include your forum display name will be disqualified. You can submit a maximum of one (1) entry; users who post more than one (1) entry will be disqualified. Entries will be judged based on the following criteria:

25% Relation to the theme (Ashes of Creation)

25% Quality

25% Creativity

25% Originality

**PRIZES AND WINNER SELECTION:** Three (3) winners overall will be selected based on the below criteria, and will receive the following prizes:

Grand Prize - Best Overall - One (1) Grand Prize winner will receive one (1) AMD SAPPHIRE NITRO+ RADEON RX 5700 XT 8G (ARV \$470), one (1) Ashes of Creation Vintage Logo Hat (ARV \$17.50), one (1) Ashes of Creation Vintage Logo Lanyard (ARV \$6), one (1) Ashes of

Creation Vintage Logo Mouse Pad (ARV \$6), and one (1) Ashes of Creation Alpha One Key (ARV \$0). The total ARV for this prize package is \$499.50.

Gorgeous Prize - Most Creative/Beautiful - One (1) Gorgeous Prize winner will receive one (1) Ashes of Creation Vintage Logo Hat (ARV \$17.50), one (1) Ashes of Creation Vintage Logo Lanyard (ARV \$6), one (1) Ashes of Creation Vintage Logo Mouse Pad (ARV \$6), and one (1) Ashes of Creation Alpha One Key (ARV \$0). The total ARV for this prize package is \$29.50.

Glorious Prize - Most Original/Epic - one (1) Glorious Prize winner will receive one (1) Ashes of Creation Vintage Logo Hat (ARV \$17.50), one (1) Ashes of Creation Vintage Logo Lanyard (ARV \$6), one (1) Ashes of Creation Vintage Logo Mouse Pad (ARV \$6), and one (1) Ashes of Creation Alpha One Key (ARV \$0). The total ARV for this prize package is \$29.50

**DISQUALIFICATION:** Participants may be disqualified from receiving Prizes on the following grounds:

1. Friends, immediate family or close relatives of the Sponsors or their employees are prohibited from entering or receiving prizes in connection with the Contest;
2. Posting multiple entries to the Contest entry thread;
3. Obscene, offensive, or infringing content in the Participant's submission;
4. Copying, directly emulating, reverse engineering, decompiling, or otherwise infringing on the intellectual property rights of any third party, including but not limited to other contest participants;
5. Producing any user-generated content that violates our Terms of Service or Community Guidelines;
6. The jurisdiction in which Participant resides determines participation violates that Jurisdiction's gaming, gambling, or lottery laws;
7. Participant's submission contains misstatement(s) of material information, misstates the origin of the submitted content, or submits content that does not belong to Participant;
8. Participant's submission contains any material misstatement of fact, defamatory or disparaging statements, or content intended to harass, target, or cause harm or distress to any individual, Participant, or the Sponsors;
9. Tampering with the administration of the Contest, or trying in any way to tamper with the Ashes of Creation Game, source code, or security measures;
10. Obtaining other Participant information and spamming or harassing other Participants;
11. Winning participant is unable to receive the prize applicable to that participant as described in the "Prizes" section of these Contest rules; or
12. Winning participant is unable or refuses to supply necessary information required for receiving the Prize.

All winners are determined at Sponsor's sole and exclusive discretion, based on all evidence reasonably available to the Sponsors. Sponsors are under no obligation to contact or notify Participants if they are not qualified. Sponsors will not provide an opportunity to appeal or

contest any winner determination, and all such determinations are final. Disqualification, or demand for return of any Prize, does not preclude Sponsors from pursuing civil or criminal proceedings in connection with disqualifying conduct.

**SPONSORS:** This Contest is administrated by Intrepid Studios, Inc., its affiliates, third party partners, parent, subsidiaries, agents and assigns (herein "Sponsors"). Sponsors are not responsible for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, or misdirected entries. Sponsors reserve the right, in their sole discretion, to modify or terminate this Contest in the event of any act, occurrence, or reason that they believe would corrupt the integrity, administration, or fairness of the Contest. By participating in the Contest, Participants agree to release, discharge, and hold harmless all Sponsors, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and other individuals engaged in the development or execution of the Game and this Contest, from any liability, claims, losses, and damages arising out of or relating to their participation in this Contest or the acceptance, use, misuse, or possession of any Prize received in this Contest.

Under no circumstances shall the Sponsors, their parents, subsidiaries, or affiliates, or the directors, officers, employees, or other representatives of each of them (collectively, the "Sponsor Entities and Individuals"), be liable to Participants for any loss or damages of any kind (including, without limitation, for any special, direct, indirect, incidental, exemplary, economic, punitive, or consequential damages) that are directly or indirectly related to (1) the Game, the Contest, or your Participant Information; (2) the use of, inability to use, or performance of the Game or Contest submission thread on our forums ("Contest Website"); (3) any action taken in connection with an investigation by the Sponsors or law enforcement authorities regarding your use of the Game or Contest Website; (4) any action taken in connection with copyright owners; or (5) any errors or omissions in the Game's or Contest Website's technical operation, even if foreseeable or even if the sponsor entities and individuals have been advised of the possibility of such damages whether in an action of contract, negligence, strict liability tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the website). In no event will the Sponsor Entities and Individuals be liable to you or anyone else for loss or injury, including, without limitation, death or personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the Sponsor Entities and Individuals total liability to you for all damages, losses, or causes of action exceed one hundred dollars (\$100). The Sponsor Entities and Individuals are not responsible for any damage to any Participant's computer, hardware, computer software, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction. Your access to and use of the Game and Participation in the Contest is solely at your own risk.

If you are dissatisfied with the Contest or if you do not want us to use your Contest entry in our marketing and promotional materials, your sole and exclusive remedy is to contact us directly to remove your entry from the Contest. You recognize and confirm that in the event you incur any damages, losses or injuries that arise out of the Sponsors' acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any property owned or controlled by the Sponsors and/or its parents, subsidiaries, and/or affiliates or your Participant Information, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of the Game or Contest Website or any and all other activities or actions related thereto. By becoming a Participant, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected. *Accordingly, you agree to waive the benefit of any law, including, to the extent applicable, California civil code section 1542, that otherwise might limit your waiver of such claims.*

**PRIVACY:** Sponsors will not intentionally disclose any personally identifying information about you (including information submitted on the submission form, your social security number, your e-mail address, information obtained by the submission form or the Ashes of Creation website from cookies, and information regarding your IP address) to third parties without your consent except where the Sponsors, in good faith, believes such disclosure is necessary to comply with the law or other contractual provisions of the Contest or to enforce the rules of the Contest. Your acceptance of any Prize constitutes consent for the Sponsor's disclosure of personal information. The Sponsors reserves the right to collect general demographic and other market information that does not personally identify you to any person without additional consent. Sponsors utilize e-mails to notify winning Participants, and may also use e-mail to let Participants know of future contests, events and changes to Contest rules.

**GRANT OF RIGHTS:** For purposes of this Contest, we grant you the non-exclusive, non-commercial, and limited right and license to use the Ashes of Creation game content for purposes of submitting and publicly displaying your contest entry. Any other use of Ashes of Creation game content shall be subject to the limitations set forth in our Terms of Service. By participating in this Contest you grant Sponsors the non-exclusive, irrevocable, perpetual, universal, and royalty-free right to use your name, in-game handle, general location, fan content, feedback, Contest entry, and any copyrightable subject matter associated therewith (including but not limited to your user-generated content or any derivatives or modifications thereof) provided by you in your Contest entry, and any other information regarding your submission ("Participant Information") in connection with the promotion and publicity of the Contest and the Game. Sponsors may post the forum display names and images of winning Participants on the Game's website, or via Twitter and other social media. By providing Participant Information to the Contest for Contest entry you waive any and all future claims against Sponsors, including but not limited to claims at law or equity, in connection with Sponsor's use of your Participant Information.

**YOUR CONTENT:** You retain the rights to, and are solely responsible for, any information, content, or materials provided in your Contest entries, including but not limited to your fan-created content ("Participant Content"). You may not submit Participant Content on the Contest submission page that you did not create or that you do not have permission to share. You agree to indemnify and hold Sponsors and their affiliates, agents, parents, subsidiaries, employees, officers, and assigns harmless from any and all claims arising from use or misuse of Participant Content, including but not limited to claims for infringement, defamation, harassment, or injury arising in connection with video submissions. We reserve the right to use Participant Content in any lawful manner as provided in the Grant of Rights herein.

**WAIVERS AND LIMITATIONS:** Sponsors are not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit a Participant to participate in the Contest), including without limitation any injury or damage to any Participant's or any other person's computer or video equipment relating to or resulting from participation in the Contest; inability to access the Game, or any web pages that are part of or related to the Contest entry submission website or Game website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

Sponsors are not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason the Contest is not capable of running as originally planned, or if the Contest, Game, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to the Contest in accordance with these Contest rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by Participants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Sponsors corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsors reserve the right, at their sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all other eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Contest entry submission page.

ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR GAME IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK

DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISCLAIMERS:** THE SPONSORS DO NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE GAME, OR PARTICIPATION IN THE CONTEST, IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE SPONSORS SPECIFICALLY DISCLAIM SUCH WARRANTIES. YOU UNDERSTAND THAT BY ENTERING THE CONTEST, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU PARTICIPATE. FURTHER, THE SPONSORS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

THE SPONSORS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR YOUR GAMEPLAY OR CONTEST ENTRIES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

**INTELLECTUAL PROPERTY:** Sponsors are the sole and exclusive owners of any and all intellectual property and proprietary rights in and to Ashes of Creation and any expansion, port, DLC, sequel, prequel, or derivative works thereof, and any and all copyrightable subject matter related thereto, including but not limited to all contest embodied therein (herein the "Game") and the Contest. Participants are prohibited from using the Game in any manner that conflicts with our Terms of Service or Privacy Policy, or otherwise violates these Contest rules.

**DISPUTE RESOLUTION:** Participants agree to follow this Contest's dispute resolution policy as set forth below in connection with any potential claims or disputes arising from your purchase and use of the Game, or Participation in this Contest:

- A. Informal Negotiations. Parties to a dispute concerning this Contest or purchase and use of the Game will attempt to informally negotiate a potential settlement or resolution to the dispute.
- B. Online Arbitration. In the event that informal negotiations are unsuccessful, the parties agree to follow the American Arbitration Association's online arbitration procedures to resolve the dispute.

- C. Binding Arbitration. If for any reason online arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the State of Illinois.

Any arbitration shall be limited to the claim between Sponsors and you individually. YOU AND SPONSORS AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER.

**MODIFICATION AND CHANGE TO CONTEST RULES:** Sponsors reserve the right to amend these Contest Rules at any time and without notice, and it is your responsibility to review these Contest Rules for any changes. If you continue to participate in the Contest after we change the Contest Rules, you accept all changes. The failure of Sponsors to comply with any provision of these Contest Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsors (excepting compliance with applicable codes and regulations), interference by the force, hostile domination by unknown sentient or Borg life forms, or any bacteria, virus, or other unknown infectious disease or pathogen resulting in a communicable disease with symptoms such as: (a) life termination and the subsequent reanimation of bodily functions; (b) limited brain activity; and (c) an insatiable urge for human flesh), or other force majeure event will not be considered a breach of these Contest Rules.