

## MARVEL CONTEST OF CHAMPIONS SUMMONERS' SANCTUM SURVEY SWEEPSTAKES

### Official Rules

**No purchase necessary to enter or win.**

**A purchase will not increase your chances of winning.**

- 1. ELIGIBILITY.** This Sweepstakes ("Sweepstakes") is open only to legal residents of the fifty (50) United States or the District of Columbia, who are eighteen (18) years of age or older, have an internet connection, have been invited to be a Marvel Contest of Champions Summoners' Sanctum Community member and have accepted that invitation, and have received an email with a participating Marvel Contest of Champions survey ("Survey") ("Entrant" or collectively, "Entrants"). This Sweepstakes is sponsored by Kabam, Inc., 575 Market Street, Suite 2450, San Francisco, CA 94105 ("Sponsor") and administered by Vision Critical Communications (US) Inc., 22 West 21 Street 8<sup>th</sup> Floor Suite B New York, NY 10010 ("Administrator"). Employees and immediate family of Marvel Entertainment, LLC, Sponsor and Administrator, advertising and promotion agencies who may be involved in the Sweepstakes, the Sweepstakes sponsors and prize donors, and all of their respective parent, subsidiary and affiliated companies are not eligible. Void where prohibited by law.
- 2. SWEEPSTAKES PERIOD.** The Sweepstakes begins at 12:01 a.m. Pacific time on June 1, 2019 and ends at 11:59 p.m. Pacific time on June 30, 2019 ("Sweepstakes Period"). At the end of the Sweepstakes Period, sponsor will conduct the Sweepstakes drawings. Entrant must enter the Sweepstakes as provided in these rules within the time period provided in the Survey ("Sweepstakes Deadline") to be entered into the Sweepstakes. All times are calculated according to Sponsor's time. Sweepstakes is subject to these official rules ("Official Rules"), which can be found online at [www.summonerssanctum.com](http://www.summonerssanctum.com).
- 3. HOW TO ENTER.** There are two ways to enter:
  - A. Online.** During the Sweepstakes Period, you will receive an email from Kabam inviting you to take a survey. Follow the instructions in the email to take the survey and provide any other required information. Once you submit your survey response, your completed survey will constitute one (1) automatic entry into the Sweepstakes. All online entries must be received during the Sweepstakes Period, as provided in the survey. If you do not respond to the survey by the Sweepstakes Deadline that applies to this survey, you will be disqualified and you will not receive another opportunity to enter.
  - B. Alternative Method of Entry.** On a 4 x 6 postcard, print the name of the Sweepstakes, your name, age, gender, email address, and Kabam handle/registered user name. During the Sweepstakes Period, mail the postcard with appropriate postage to: MARVEL CONTEST OF CHAMPIONS VIP SURVEY SWEEPSTAKES, c/o Vision Critical Communications Inc., Attention: Incentives Team, 200 Granville Street, MZ, Vancouver, BC Canada V6C 1S4. Mail-in entries must be postmarked by the end of the Sweepstakes

Period and must be received no later than seven days later in order to be entered in the drawings.

**ONE ENTRY PER PERSON** during the Sweepstakes Period. Entries do not roll over from one month to the next. All contact information provided must be valid, truthful and current. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail account governing the e-mail address was opened. Sponsor is not responsible for late, lost, postage due, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible Entries and for any problems, bugs or malfunctions Entrants may encounter when submitting their entry. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. Only complete valid entries will be accepted. Envelopes containing multiple entries will be disqualified. Sponsor will not verify receipt of entries. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned. Sponsor reserves the right to disqualify false entries or entries suspected of being false and to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules.

4. **ODDS.** The odds of winning a prize depend upon the number of eligible entries receive.
5. **WINNER SELECTION.** Seven (7) random first prize winners will be selected at random from all eligible Entrants (the "Drawing"). Thirty (30) random second prize winners selected at random amongst all remaining eligible Entrants (the "Second Drawing"). Selected Entrants are collectively referred to as "Selected Entrants." The date of the Drawing is herein referred to as the "Drawing Date."

Selected Entrants will be notified by email using the address provided during entry within fifteen (15) business days of the Drawing. Selected Entrants will be required to complete and return a web-based Winner Notification Survey. If a Selected Entrant fails to return the Webbased Winner Notification Survey pursuant to its instructions within two (2) business days of attempted contact, Selected Entrant may forfeit prize and Sponsor may select at random another Selected Entrant, up to two times. Selected Entrant may receive prize claim documents and releases, all of which must be returned within three (3) business days, using the instructions provided in the notification, or Selected Entrant may forfeit the prize and Sponsor may select at random another Selected Entrant. In the event that a winner is still not determined after attempts have been made to contact 3 entrants, Sponsor and Administrator may elect not to conduct any further redraws and not award such Prize.

## 6. PRIZES.

### First Prize:

- a. Seven (7) Selected Entrants will each receive a prize consisting of one prize from the following seven possible prizes: **one (1) prize of \$200, two (2) individual prizes of \$100, and four (4) individual prizes of \$50** for an aggregate of \$600 in first prizes to be given

away during the sweepstakes period. Each of the aforementioned prizes shall be awarded. The prizes shall be awarded in the order they are listed herein and in the order the First Prize Selected Entrants are chosen.

**Second Prize:**

- a. In addition to the Drawing, thirty (30) participants will each receive: **one (1) in-game Odin's Vault package.**

Prizes will be fulfilled by Administrator's third-party incentives fulfillment provider ("Prize Provider"). Each Prize Winner will receive their prize electronically from Prize Provider (which may include direct secure online bank deposit, virtual VISA card, and/or other fulfillment options, and are subject to changes in availability). Prize Provider will directly contact selected entrants eligible to receive a prize and request completion of a Winner Notification Form. Subject to completion of the Winner Notification requirements within the time period provided, such selected entrant(s) will be declared winner(s) and Prize Provider will process and fulfill prizes as redeemed by such winner(s). Prizes subject to restrictions and an expiration date may apply. All prizes will be awarded if the number of eligible entries received equals or exceeds the number of prizes. Prizes may not be transferred, assigned, or substituted, except in Sponsor's sole discretion. All Prizes to be awarded in US dollars. Gift Cards are subject to terms and conditions specified by card issuer. Total approximate retail value of all prizes is \$600.

By completing, and returning the web-based Winner Notification Survey, the Entrant: (i) confirms compliance with these Contest Rules and Regulations; (ii) releases and forever discharges Administrator, its affiliates and subsidiaries, its advertising and promotional agencies and partners from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize; and (iii) consents to Administrator providing the selected winner's name, email address and province/state details to Prize Provider for the Prize Provider to contact the selected Entrant to fulfill the prize; gives permission to Administrator, at its option, to publish or otherwise use the Entrant's name, address, photograph, voice and comment; (iv) acknowledges that to fulfill the prize, the selected Entrant may be required to set up a password-protected account with Prize Provider and provide the following information: date of birth, gender, mailing address and certain banking information (if Entrant elects to redeem the Prize by bank deposit; options for redemption may include virtual VISA card, check or other options offered by Prize Provider) and agree to Prize Provider's Terms & Conditions which are located at (URL goes here)

Any difference between actual value and actual retail value will not be awarded. No transfer, or cash or other substitution of Prizes allowed except by Sponsor who may substitute a prize or prize component of comparable or greater value at Sponsor's discretion. The method of fulfilling the Prizes is subject to change at any time in Sponsor or Administrator's discretion. An alternate Selected Entrant may be randomly selected from

among the remaining eligible entries (up to three times) if a Selected Entrant: (i) cannot be reached; (ii) does not respond to the Notification within the time provided herein; (iii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the Prize for any reason. Non-compliance with these Official Rules may result in disqualification. **Limit one (1) prize per person and household.** If you have not received your Prize within six weeks after the end of the Sweepstakes Period, you must notify us at [support@summonerssanctum.com](mailto:support@summonerssanctum.com). Failure to notify us of non-receipt within eight weeks after the end of the Sweepstakes Period will result in forfeiture of the Prize. Sponsor will not make multiple attempts to contact Selected Entrants. If prize notification or any prize is returned as undeliverable, prize will be forfeited and an alternate Selected Entrant may be selected.

- 7. PRIZE CONDITIONS.** In order to receive a prize, Selected Entrants may be required to sign a Declaration of Eligibility, Liability Release and, where legally permissible, a publicity release, and may also be required to provide additional information (which may include, but not be limited to, social security or other tax information), waivers and releases. Except where prohibited by law, the Release may state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, hometown, likeness, and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor's website(s), social media pages and affiliated website(s) (collectively, the "Website")). Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address and phone number. Unless restricted by law, the Selected Entrant will be required to complete and return the Release within the time period specified therein. Selected Entrants must also (i) consent to Administrator providing Prize Provider with Selected Entrants' name, email address and mailing information for Prize Provider to contact the Selected Entrant to fulfill the prize, and (ii) acknowledge that to fulfill the Prize, the Selected Entrant may be required to set up a password-protected account with Prize Provider and provide certain information, as well as agree to Prize Provider's Terms & Conditions.
- 8. PUBLICITY.** By participating in the Sweepstakes, any Entrant in the Sweepstakes, irrevocably grants the Sponsor and its respective successors, assigns and licensees, the right to use such Entrant's, name, likeness, biographical information, written survey responses, or other submissions, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Sweepstakes or other promotions, and hereby release the Sponsor from any liability with respect thereto, unless prohibited by law.
- 9. PRIVACY POLICY:** All personal information collected by Sponsor and Administrator will be used for administration of the Sweepstakes. In addition, Entrants may receive email and text correspondence (depending upon method of entry) by or on behalf of Sponsor or Administrator, subject to the relevant party's privacy policy, which can be found at <https://www.kabam.com/corporate/privacy-policy> or [www.visioncritical.com](http://www.visioncritical.com). Sponsor and Administrator use commercially reasonable efforts to comply with the TCPA and CAN-SPAM

guidelines. Entrants may subsequently opt out of receiving further communications by following the instructions contained in the email or text communication.

**10. GENERAL CONDITIONS.** By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners in a random drawing from among all eligible, non-suspect entries received prior to action taken. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No entrant may enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed Prizes will not be awarded. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrant. Entrants may be issued an IRS Form 1099 for the ARV of any awarded prize. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

**11. LIMITATIONS OF LIABILITY.** If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the same Sweepstakes during the Sweepstakes Period. Selected Entrants also agree to release, discharge, indemnify and hold harmless Sponsor and Administrator and each of their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any

printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**12. DISPUTES.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. Decisions of Sponsor are binding and final. In the event of a dispute as to any entry, the authorized account holder of the email address used to conduct a search will be deemed to be the entrant. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

**13. SWEEPSTAKES RESULTS.** Sweepstakes results will be posted online for 30 days after the Drawing Date at [www.summonerssanctum.com](http://www.summonerssanctum.com)

**14. OFFICIAL RULES.** To obtain a copy of these Official Rules, send a self-addressed, stamped envelope to Marvel Contest of Champions VIP Recruitment Sweepstakes, c/o Vision Critical Communications Inc., 200 Granville Street, Mezzanine Floor, Vancouver BC V6C 1S4 Canada. VT and WA residents may exclude return postage.

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#### Abbreviated Rules

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED Sweepstakes ends 06/30/19. For Official Rules, prize descriptions and odds disclosure, visit [www.summonerssanctum.com](http://www.summonerssanctum.com). Sponsor: Kabam, Inc