MAGICCON: Chicago COSPLAY CONTEST (the "<u>Competition</u>") Official Rules

This Competition is being held in connection with the MagicCon: Chicago event, scheduled to take place at the McCormick Convention Center in Chicago, IL from February 21 - 23, 2025 (the "Event").

1. COMPETITION PERIOD: The Competition begins at a time to be determined by Sponsor on Saturday, February 22, 2025, and ends at a time to be determined by Sponsor on Saturday, February 22, 2025 (the "Competition Period").

2. HOW TO ENTER: Each person who (i) enters the Competition (or, if such person is a Minor (as defined herein), such person's parent/legal guardian) and (ii) meets the eligibility requirements as described in Section 7 herein shall be referred to as a "<u>Participant</u>". Eligible Participants may enter the Competition by filling out and submitting the completed Competition entry form and waiver online at https://conventions.leapevent.tech/f/d6a750b4-0731-403a-b224-6aa88289b5d2 by no later than 11:59 PM (PT) on Sunday, January 19, 2025. Once accepted into the Competition, Participants must check in on Saturday, February 22, 2025, at a time and location on-site at the Event to be communicated at a later date, to confirm participation and complete the waiver. Failure to confirm participation and complete the waiver will result in such Participant being removed from and/or barred from the Competition. Each Participant's performance in the Competition shall be considered an "entry" for purposes of this Competition.

Each Participant shall present their costume on stage in front of the Judges (as defined herein) during the Competition Period. Each Participant's performance in the Competition must meet the criteria of Section 3 below, as determined by the Judges (the "<u>Criteria</u>"). Any Participant who fails to meet the Criteria shall be rejected from the Competition as ineligible and disqualified. Limit one entry per Participant. Multiple entries from the same Participant are not permitted. Entries by the same Participant in excess of the limits stated herein will be disqualified. Entering or attempting to enter the Competition multiple times through means which are deemed fraudulent in Sponsor's sole discretion will be deemed void and disqualified.

All entries must be received during the Competition Period. Eastern Time shall control for all purposes of this Competition. Sponsor's clock shall be the official timekeeper for the Competition. Entries will not be acknowledged or returned. Incomplete entries will be considered invalid and ineligible to win. Sponsor is not responsible for lost, misdirected, illegible, mistranscribed or late entries. Proof of sending or mailing of mail-in entries will not be deemed to be proof of receipt by Sponsor. Any entry containing material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor in its sole discretion, will be rejected as ineligible.

In the event of a dispute over the identity of a Participant, an entry will be deemed submitted by the authorized account holder of the email address associated with the email account from which the entry was submitted at the time of entry. "<u>Authorized account holder</u>" is defined as the natural person who is assigned to the account by the applicable online service provider or organization.

3. CRITERIA: The Competition shall take place at the McCormick Convention Center or another location at the Event as determined by Sponsor) and shall be overseen by three (3) Event staff members or "cosplay experts" selected by Sponsor in its sole discretion (each, a "Judge" and collectively the "Judges"). After checking in to the Competition, all eligible Participants will be instructed to attend the judging room at a specific time for the Judges to assess their entry. Sponsor may create an ordered roster of all Participants and each Participant (or group of Participants) shall demonstrate their entry or entries to the Judges as indicated, subject at all times to these Official Rules. The Judges shall decide the winners based on the quality and craftsmanship of each Participant's entry in connection with the character they are performing. Participants must still comply with these Official Rules and shall be ineligible for Prizes. Juniors (13-17 years old) and Family entries (adults with children) can participate in the Competition regardless of whether or not they made their own costume, but such Participants will not be judged or eligible for prizing.

Participants must submit an entry that meets the following criteria:

- Entries must have been made by the Participant wearing such entry, or the maker of the entry must be a participant in the group in which the entry appears. A portion of the entry (such as leotard, tights and shoes) may be from purchased and/or finished goods, but the majority of the entry should have been constructed by the Participant: at least 70% should be their own work. Any customization work to purchased wigs, props etc., should be the work of the Participant. If Participants have made heavy alterations and completely transformed a storebought garment and wish to enter it into the Competition, such Participant must be able to explain how they have altered it and the processes that such an endeavor entailed. Commissioned and bought costumes, or costumes mostly made up of bought general clothing are not accepted even in a group with some eligible costumes.
- The entry should not exceed 2.5m/8ft in any one dimension, and the Participant must be able to safely move in the costume with limited assistance and without impeding the Participant's ability to get on and off stage. Sponsor reserves the right to intervene should an entry be unsafe for the Competition, in Sponsor's sole discretion.
- All Participants must display their entry on stage through a walk on and in character posing. Background music may be provided by the Sponsor.

Each Participant agrees and acknowledges that their costume, and any related elements and materials, do not contain material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, each as determined by Sponsor in its sole discretion, and that their costume shall not contain any nudity. Further, no costume may include harmful or potentially harmful materials, including, but not limited to, water, cigarettes, flames, fireworks, silly string, or any other substance that can be fired, launched, or dripped, at Sponsor's sole discretion. Additionally, each costume must comply with all laws including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy. Any costume which Sponsor determines to be in violation of the Criteria will be rejected from the Competition as ineligible and disqualified from the Competition.

4. PRIZES: The winners of the Competition will be awarded the following prizes (each, a "<u>Prize</u>" and, collectively, the "<u>Prizes</u>"):

- A. One (1) Participant will win the Best in Show Award and be awarded (i) a US\$4000.00 cash prize, (ii) two (2) Legendary Weekend badges to the final MagicCon event scheduled in 2025 (each with a total estimated retail value of US\$450.00), and (iii) the opportunity to compete in the Grand Championships held at the final MagicCon event scheduled in 2025.
- B. One (1) Participant will win the Best in Show Runner-Up Award and be awarded (i) a US\$2000.00 cash prize, (ii) one (1) Legendary Weekend badges to the final MagicCon event scheduled to be held in 2025 (with a total estimated retail value of US\$450.00), and (iii) the opportunity to compete in the Grand Championships held at the final MagicCon event scheduled in 2025.
- C. Three (3) Participants will win one of the three (3) Judges' Awards, one (i) such Judge's Award in each of the following categories: Novice, Journeyman, and Expert, with each such winner being awarded (i) a US\$1,500.00 cash prize, and (ii) one (1) Weekend Badge to the final MagicCon event scheduled to be held in 2025 (each with a total estimated retail value of US\$75.00)

Additional prizing and winner categories may be announced during the Competition, in Sponsor's sole discretion.

Limit one Prize per Participant/household. Prizes do not include any travel expenses, personal expenses, or any other costs not specifically described in these Official Rules as included in the Prize and will be the responsibility of the winner. All expenses on receipt and use of any Prizes and any applicable taxes on the Prizes are the sole responsibility of the winner. By participating in the Competition, each Participant acknowledges that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prizes. The fulfillment of the Prizes may be handled by Wizards of the Coast or their affiliates.

Prizes are nontransferable or assignable until a winner has complied with all of their obligations under these Official Rules.

No substitutions may be made for any Prize (or portion of a Prize), except that, in the event that any Prize (or portion of a Prize) becomes unavailable for any reason whatsoever or becomes unreasonably difficult to fulfill, Sponsor reserves the right to substitute such Prize (or portion of a Prize) for one of equal or greater value. If any winner is unable or unwilling to accept or participate in any part of a Prize, that portion of the Prize will be deemed as forfeited by such winner and no substitution will be made except at Sponsor's sole discretion. Failure to take delivery of any Prize may result in forfeiture, and such Prize being awarded to an alternate winner. Any portion of a Prize unclaimed or unused by a winner will be forfeited and will not be substituted. Cash redemptions for Prizes shall not be allowed, except at Sponsor's sole discretion.

Any Prizes that may be depicted in advertising, promotional, or other Competition materials are for illustrative purposes only. The actual Prize may vary. In the event there is a discrepancy or inconsistency between the description of a Prize contained in any promotional materials and the description of a Prize contained in these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

Should any Participant engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior in connection with the Competition (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to suspend the participation of such Participant and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to such Participant.

5. WINNER SELECTION: After the Competition Period ends, the Judges will review all eligible entries received in the Competition Period based on the criteria and the Judges' assessment of each Participant and their entry into the Competition in comparison with all other eligible participants and entries in the Competition in order to select winners. In the event of a tie, the Judges may also request reasonable additional activities from the relevant Participants, including "sudden death" style competition. The winner selection will be conducted by the Judges and by Sponsor, whose decisions are final and binding on all matters related to this Competition.

Winners must be present to win and must claim their Prize immediately at the end of the Competition. After claiming the Prize, each potential winner will receive instructions on redeeming their Prize, if necessary. Sponsor reserves the right, in its sole discretion, to not select a winner(s) if an insufficient number of eligible, complete, appropriate or generally qualified entries are received.

Each potential winner may be required, in Sponsor's discretion, to execute and return an Affidavit of Eligibility, a Release of Liability, a Publicity Release, required payment information or tax forms, and/or proof of identification and eligibility (collectively, the "<u>Winner Forms</u>"), each as requested by Sponsor. If a winner is a Minor (as defined herein), the winner's parent/legal guardian will be required to complete the Winner Forms, and any Prize will be provided to the Minor's parent/legal guardian on the Minor's behalf. If a Participant fails or refuses to sign and return all of the Winner Forms provided by Sponsor within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Participant may be disqualified resulting in forfeiture of the Prize, and Sponsor reserves the right, but not the obligation, to select an alternate winner.

In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner Forms are returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the time periods stated herein, (d) a potential winner is found to be ineligible to enter the Competition or receive the Prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to claim the Prize or fulfill the Winner Forms obligations within the time period designated by Sponsor, then such potential winner shall be disqualified from the Competition and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible Participants. and Sponsor shall have no further liability or responsibility to such potential winner in connection with the Prizes.

6. **GENERAL RULES:** The Competition is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. The Competition is void where prohibited. By entering the Competition, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules, all of the representations, warranties and agreements contained herein, and all of the decisions that Sponsor makes in connection with the Competition,

including, without limitation, all decisions regarding the interpretation and implementation of these Official Rules and the administration of the Competition. All such decisions made by Sponsor shall be final and binding in all respects and not subject to challenge or appeal. Sponsor reserves the exclusive right to address and resolve any aspects of the Competition or incidents that affect the Competition that may not be expressly outlined in these Official Rules, and any such decisions shall be final and binding and not subject to challenge or appeal. Except as otherwise expressly set forth herein, all of Sponsor's rights pursuant to these Official Rules relate to and are exercisable against all Participants as a whole and against each individual Participant.

If there is a discrepancy or inconsistency between disclosures and other statements contained in any Competition materials and the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

The invalidity or unenforceability of any provision in these Official 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 Official 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. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

7. ELIGIBILITY: This Competition is open only to Participants who, at the time of entry, are (i) (a) legal residents of the 50 United States or the District of Columbia or (b) legal residents of Mexico or Canada, excluding Quebec; (ii) at least thirteen (13) years of age or the age of majority in their jurisdiction of residence, whichever is greater; (iii) the holder of a valid, registered and activated badge (or ticket, wristband or other authorized means of entry) to the Event; and (iv) in attendance at the Event during the Competition Period. Please note, this Competition is only open to amateur cosplayers. If a Participant has won or placed highly in a "professional" cosplay competition at another convention in the United States in the past two (2) years, as determined by Sponsor's sole discretion, such Participant shall not be eligible to enter the Competition.

If a Participant is under eighteen (18) years of age or has not reached the age of majority as defined by such Participant's jurisdiction of residence (each, a "<u>Minor</u>"), the written permission of a parent or guardian is required to participate in the Competition. No one under the age of thirteen (13) may participate in this Competition. All Participants must be able to provide proof of identification and eligibility if requested by Sponsor; and if Participant is a Minor, Minor's parent or legal guardian must provide proof of identification and eligibility if requested by Sponsor.

Employees of RELX Inc., Wizard of the Coast, and each of their parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of all such individuals, are not eligible to enter or win. Registered exhibitors at the Event, and their immediate family and household members, are not eligible to enter or win.

Please note that non-U.S. Participants may be subject to laws or regulations within their respective jurisdictions of residence that may restrict or limit their ability to participate in the Competition and/or to receive or accept Prizes. Non-U.S. Participants whose jurisdiction of residence prohibits its residents from participating in contest in the U.S. are not eligible. By entering the Competition, non-U.S. Participants acknowledge that they have reviewed the applicable laws and regulations of their respective jurisdictions of residence, if any, that may restrict or limit their ability to participate in the Competition and further acknowledge that they are solely responsible for ensuring that their participation in the Competition complies with all laws and regulations of their respective jurisdictions of residence.

In the event that any Participant or any entry submitted by a Participant is determined to be ineligible at any time and for any reason, including, but not limited to, failing to meet the criteria or the terms of submission, Sponsor reserves the right to disqualify such Participant from the Competition immediately and any such ineligible Participant acknowledges that they forfeit any Prizes or rights to same.

Each Participant is solely responsible for any incidentals or expenses needed to be present at the Event or to participate in the Competition, including, but not limited, obtaining their own badge (or ticket, wristband or other authorized means of entry) to the Event and all travel costs, travel documentation, or accommodations, as may be applicable. All such costs shall be borne solely by the Participant, and Sponsor will not be held liable for any costs associated with Participant's participation in the Competition.

8. TERMS OF SUBMISSION: By entering this Competition, Participant represents and warrants that:

- (i) Participant is authorized to enter into this Competition and make the representations stated herein;
- (ii)Participant created the entry submitted as well as any elements or materials used in connection with the entry in accordance with the Criteria section;
- (iii) Participant's entry, and any related elements and materials, do not defame or invade the publicity or privacy rights of any person, living or deceased or otherwise infringe upon any person's or entity's personal or proprietary rights;
- (iv) No other party is entitled to claim royalties of any kind from the use of Participant's entry (or any related elements or materials thereto) by Participant or by Sponsor as set forth in these Official Rules;
- (v)Participant has read, understands, and agrees to be bound by these Official Rules and by the decisions of the Sponsor and the judges, which shall be binding and final on all matters relating to this Competition; and
- (vi) Participant acknowledges that submission of an entry and any related elements and materials will not be received or held "in confidence" or as confidential and Participant's submission of an entry or and any related elements and materials does not create a confidential relationship or obligation of secrecy between Participant and Sponsor or any of its affiliates or any of its licensees, successors or assigns.

9. USE OF DATA: Each Participant's information will be collected and used by Sponsor in accordance with the Privacy Policy (the "<u>Privacy Policy</u>") posted on https://privacy.rxglobal.com/en-us.html, which is incorporated herein by this reference. By entering the Competition, each Participant agrees and acknowledges that he or she has read, understood and agrees to be bound by (i) these Official Rules; and (ii) the Privacy Policy, each as may be amended by Sponsor. All Participants are expected to review the Privacy Policy carefully before participating in the Competition and each Participant acknowledges that, in the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control. In addition, Sponsor may engage third party entities to administer certain aspects of the Competition, including without limitation, the collection of Participant information. Notwithstanding anything to the contrary in the Privacy Policy, Sponsor may share Participant's information with third party entities to the extent needed to perform their duties and functions in connection with the Competition or otherwise in accordance with their own independent privacy practices.

10. PUBLICITY: Except where legally prohibited, by entering this Competition, Participant grants Sponsor and the Released Parties a royalty-free and non-exclusive perpetual right to use (1) Participant's entries and any related elements and materials; and (2) Participant's name, voice, likeness, photograph, video, testimonials, biographical information, and/or statements made by Participant in connection with future advertising, promotion and publicity for the Event and future editions of the Event in all media now known or hereafter discovered, worldwide without additional notice, approval, or compensation and in perpetuity. Participant agrees to waive all claims to and shall receive no royalties of any kind now or in the future from the Released Parties for use of any photos or videos related to Participant or Participant's entries (and any related elements and materials) which are used in promotion of the Event through any distribution channels, including, without limitation, on websites owned by Sponsor, the Event social media channel(s), or other websites or social media. Each winner's name may also be included in a publicly available winners list.

11. LIMITATION ON LIABILITY; FORCE MAJEURE: Each Participant agrees that Sponsor shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following: (a) incomplete, inaccurate, lost, late, misdirected or illegible entries, winner notifications, Prize claims, or Winner Forms or the failure to receive same due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Participant, Sponsor, or otherwise, that may prevent or limit any Participant's ability to participate in the Competition or send or receive messages requiring action or response by such

Participant; (b) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Competition; (c) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Participant or Participant's property resulting from participation in the Competition; (d) the awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or participation in any Prize related activities or any inability of any winner to accept a Prize for any reason; (e) any Participants who do not comply with or who violate the Official Rules or who have committed fraud or deception in participating in the Competition or in claiming a Prize; or (f) any delays or disruptions as a result of a Force Majeure (as defined herein).

Sponsor reserves the right to modify, suspend, extend or terminate the Competition or any part thereof if Sponsor determines, in its sole discretion, that the Competition is not capable of operating as Sponsor intended, or that any error, omission, fraud, technical failure or problem, tampering, corruption, infection by computer virus, bug, unauthorized intervention, malfunction or other cause or factor beyond Sponsor's reasonable control impairs or may impair the administration, security, fairness, integrity or feasibility of the Competition or any portion thereof as contemplated herein, subject to any applicable law or regulation. In the event Sponsor is prevented from continuing with the Competition or awarding any Prizes by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Competition at its sole discretion or to select a winner from entries received prior to such Force Majeure or as otherwise deemed fair and appropriate by Sponsor.

Although Sponsor shall attempt to ensure the integrity of the Competition, Sponsor is not responsible for the actions of Participants in connection with the Competition, including any Participant's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Competition. Sponsor reserves the right, in its sole discretion, to disqualify any Participant and/or revoke any Prize award to any Participant Sponsor finds to be (a) tampering with the entry process or the operation of the Competition, or with any website promoting the Competition; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Competition through the use of any methods deemed to be fraudulent in Sponsor's sole discretion.

12. LIST OF WINNERS: To obtain a copy of any legally-required list of winners, please send a properly stamped, selfaddressed envelope to: Magic Con Cosplay Competition, 201 Merritt 7, Norwalk, CT 06851, Attn: Kelsey Neuhaus. All such requests must be received within ninety (90) days after the end of the Competition.

13. **RELEASE OF LIABILITY; GOVERNING LAW; DISPUTES:** Each Participant knowingly consents to participate in the Competition under their own free will and without duress or undue influence of any third party. By entering and/or otherwise participating in the Competition, each Participant, on behalf of themselves and their heirs, assumes all risk incidental to participation in the Competition and hereby waives, releases, discharges, and agrees to hold harmless Sponsor and its parents, subsidiaries, affiliates, divisions and partners, Wizards of the Coast LLC and each of its parents, subsidiaries, affiliates, divisions and partners, any third parties which are sponsoring the Competition or the Event, the owners of the venue where the Event is being held, the city in which the Event is being held if the city owns the Venue, and each of their respective representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from and against any and all actual or potential, known or unknown, claims, demands, causes of action, costs, losses, injuries, expenses, liabilities or damages of any kind or nature whatsoever, including without limitation mental and/or physical injuries or death and/or damages to or loss of personal property, which may occur in whole or in part, directly or indirectly, in connection with preparation for, or participation in, the Competition; or possession, acceptance and/or use or misuse of the Prize; or participation in any Competition-related or Prize-related activity; or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility or liability for any damages, losses, or injury to any Participant or to any Participant's property, regardless of how caused, relating to or resulting from the Competition and/or the acceptance or use of any Prize.

ALL PARTICIPANTS ACKNOWLEDGE THAT SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THE COMPETITION. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE PRIVACY POLICY, SPONSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE OPERATION OF THE COMPETITION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION RELATIVE TO THE COMPETITION AND/OR TO THE PRIZE(S). ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE COMPETITION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

Except where prohibited, by participating in this Competition each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Competition or any Prize awarded shall be resolved individually, without resort to any form of class action and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York and hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non convenient or lack of personal jurisdiction that they may have; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no indirect, punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "<u>Special Damages</u>"); and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

14. TAXES: All applicable federal, state, provincial, territorial, and local taxes of all applicable jurisdictions, as well as any transaction fees or other expenses not specified herein, are winner's sole responsibility. An IRS 1099-MISC may be issued to each winner reflecting the actual value of any Prizes received. PLEASE NOTE, THE WINNER MAY INCUR A TAX LIABILITY. Participants should consult a tax professional to determine their tax liability; Sponsor is not able to give tax advice.

15. SPONSOR: The "<u>Sponsor</u>" of this promotion is Reed Exhibitions, a division of RELX Inc. (201 Merritt 7 Corporate Park, Norwalk, CT 06851). Any third-party trademarks mentioned herein are the property of their respective trademark owners. The parties acknowledge that Wizards of the Coast, LLC is a third-party beneficiary to this Competition and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.