# NORTH AMERICA LEAGUE OF LEGENDS CHAMPIONSHIP SERIES, LLC LCS 2021 COSPLAY CONTEST PRESENTED BY STATE FARM

# **OFFICIAL RULES**

NO PURCHASE OR FEE NECESSARY TO ENTER OR WIN. YOU HAVE NOT YET WON. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A GAME OF SKILL, NOT CHANCE. VOID WHERE PROHIBITED.

### 1. Eligibility.

NORTH AMERICA LEAGUE OF LEGENDS CHAMPIONSHIP SERIES, LLC ("SPONSOR") IS THE SPONSOR AND STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY IS THE PRESENTING SPONSOR ("PRESENTING SPONSOR") OF THIS CONTEST ("CONTEST").

THIS CONTEST IS **OPEN** ONLY TO CURRENT VALID **MEMBERS OF** LEAGUEOFLEGENDS.COM AND/OR ITS RELATED LOCAL SITES (THE "SITE") WHO (I) ARE NOT CURRENT EMPLOYEES, CONTRACTORS, OR EMPLOYEES OF SPONSOR OR ANY PARTICIPATING SPONSOR; (II) ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT TIME OF ENTRY; (III) ARE LEGAL RESIDENTS OF THE U.S. OR CANADA (EXCEPT THE PROVINCE OF QUEBEC, LEGAL RESIDENTS OF WHICH MAY NOT ENTER); AND (IV) ARE LEGALLY ABLE TO TRAVEL TO THE LCS 2021 SUMMER FINALS AND TO THE LEAGUE OF LEGENDS WORLD CHAMPIONSHIPS 2021 (OR OTHER SUCH EVENT CHOSEN BY THE GRAND PRIZE WINNER PURSUANT TO THESE RULES) ("ENTRANTS").

To be eligible to win a prize, Entries (as defined below) must be completed and received by Sponsor in the format designated below. Sponsor reserves the right to revise the foregoing eligibility criteria prior to the Commencement Date (as defined below). If you have not registered to become a member of the Site, you may do so by **CLICKING HERE** and completing the membership registration process (at no cost and with no obligation). Prior to completing your membership registration, you must accept the applicable Terms of Use and Privacy Policy for the Site in your region (e.g., for users registering in North America, the Terms of Use and Privacy Policy respectively located at http://na.leagueoflegends.com/en/legal/termsofuse and http://na.leagueoflegends.com/en/legal/privacy). If you are not willing to accept the Site Terms of Use and Privacy Policy, do not attempt to become a member and do not participate in this Contest. Directors, officers and employees of Sponsor, all other participating sponsors, their respective parent entities (if any), and any of their respective affiliates companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families and persons domiciled with each are not eligible to enter or win any prizes. All relevant national, federal, state, provincial and local laws and regulations apply. There is no cost to enter or win. In the event of any dispute, Entries (as defined below) will be deemed to have been submitted by the owner of the membership account named in the Contest submission as further discussed below.

#### 2. Disclaimer.

Sponsor, all other participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or Entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest, for reasons beyond Sponsor's control.

#### 3. Contest Period.

The Contest shall commence on Monday, April 12, 2021 at 3:00 PM Pacific Time ("**PT**") (the "**Commencement Date**"), and shall continue in duration until Friday, August 6, 2021 at 11:59 PM PT (the "**Deadline**"). Entries received after the Deadline are not eligible to win. Sponsor or Sponsor's designee shall be the sole determiner of all contest-related dates and time periods.

# 4. Entry in the Contest.

Beginning on the Commencement Date, the Entrant may enter the Contest by following the directions on the submission form located <u>HERE</u> (an "Entry"). The attached Contest submission must address the submission requirements and follow the rules set forth in the online Contest notification available at <a href="https://na.leagueoflegends.com/en/news/community/community-spotlight/state-farm-lcs-summer-finals-cosplay-contest">https://na.leagueoflegends.com/en/news/community/community-spotlight/state-farm-lcs-summer-finals-cosplay-contest</a>.

Multiple Entries into the Contest are not allowed. At the sole discretion of the Sponsor, any Entry may be removed or disqualified at any time in the event that it (a) depicts or glorifies lewd, obscene, defamatory, indecent, disparaging, pornographic, abusive, harassing, illegal, vulgar or profane behavior, (b) is disparaging to any race, religion or ethnicity; (c) constitutes an unlawful invasion of privacy; (d) utilizes any of the foregoing either as part of the Entry or as the name of the Entry; (e) violates these Official Rules or the Site Terms of Use; (f) or is otherwise deemed to be unsuitable for any reason. In the event of removal, the Entry is disqualified from eligibility and will be deemed null and void. Entries shall not be returned to Entrant. Entrants will not necessarily be notified of removal or disqualification.

### 5. Grant of Rights in Entry.

Each Entrant shall retain its ownership interest and applicable intellectual property rights in and to its Entry. However, in consideration for the opportunities provided herein, each Entrant (or, in the event the Entrant is a minor, the Entrant's respective parent or legal guardian) hereby grants Sponsor, and its agents, affiliates, successors, and assigns, a perpetual, irrevocable, universal, non-exclusive (except for Entrant's personal use, including Entrant's use on the Site), fully-paid and royalty-free, sub-licensable and transferable license to use, distribute, and commercially exploit the Entry in any manner and for any purposes in connection to the Contest and the Sponsor's advertising and marketing endeavors as further explained below. Each Entry is, and will be treated as, non-confidential and non-proprietary. Sponsor retains the right to edit all Entries in any manner and for any purpose, but is under no obligation to do so. Each Entrant hereby represents and warrants that it owns the Entry (and the content therein) submitted by it, or that it otherwise has the right to grant use thereof as set forth in this section, and that the posting

and or subsequent commercial use of said Entry does not violate the privacy rights, publicity rights, copyright, trademark rights, contract rights, publishing rights, or any other rights of any person or entity. Sponsor reserves the right, but not the obligation, to use the Entry for any purpose, including, but not limited to, posting, commercial sales, reproduction, disclosure, advertising and promotional activities, distribution, transmission, publication, and broadcast. Sponsor reserves the right to use any ideas, concepts, knowledge, or techniques contained in the Entry for any purpose, including, but not limited to, developing and marketing products and/or services using such information, and each Entrant acknowledges and understands there shall be no further payment, consideration, royalties or other compensation from Sponsor, its agents, affiliates or assigns for any use of said Entry or the content therein pursuant to this Grant of Rights. Entrant agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. In the event that the rights in and to the Entry cannot be licensed to the extent required by this paragraph pursuant to the local law in which the Entrant resides, the foregoing licensing of rights shall be modified to the extent necessary to comply with such local law while giving Sponsor the maximum rights possible to use and exploit the Entry. Further, each Entrant and its respective heirs, hereby indemnify, discharge, release, and hold Sponsor, and any applicable co-sponsor together with their respective parents, agents, affiliates, successors and assigns and their respective directors, members, shareholders, officers, employees, agents and representatives (all of the foregoing, collectively, the "Released Parties"), harmless from any action and/or liability, in any form or manner, arising from any infringement of any third party's rights, inclusive of attorneys' fees and costs in connection with the Entry. In the event an Entry is deemed a prize winner of this Contest, the Entrant further agrees that it shall not seek to market, distribute, sell, sublicense, or otherwise commercially exploit the Entry in any form or manner without the express prior written permission of Sponsor.

# IF YOU DO NOT AGREE TO THE TERMS WITH RESPECT TO THIS GRANT OF RIGHTS IN THE ENTRY, DO NOT ENTER THE CONTEST.

#### 6. Potential Finalist Notification.

Up to ten (10) potential finalists ("Potential Finalists") will be notified via email and/or telephone, at the Sponsor's sole discretion, on or around August 12, 2021. The Potential Finalists will be required to respond (as directed by Sponsor) to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification. The failure to respond timely to the notification may result in forfeiture of the opportunity to move forward in the Contest. Potential Finalists will be required to verify address and complete, sign, and return within forty-eight (48) hours (or a shorter time if required by exigencies) an affidavit of eligibility, applicable tax forms, a liability release, and, unless prohibited by law, a publicity release and other legal documents as may be required by Sponsor in its sole discretion (collectively, the "Finalist Release Documents") covering eligibility, liability, advertising, publicity and media appearance issues. Legal residents of Canada may be required to complete a "Declaration of Eligibility" in lieu of an affidavit, as applicable. Failure to return the Finalist Release Documents within the specified time period may result in forfeiture of the opportunity to proceed in the Contest, and, at Sponsor's sole discretion, another Potential Finalist may be notified.

#### 7. Prizes.

Each of the Potential Finalists that qualify shall become a finalist (the "Finalist") and shall be awarded a finalist prize (the "Finalist Prize") consisting of:

- round-trip coach class airfare for such Finalist and one (1) guest from the major U.S. airport nearest such Finalist's residence to attend the League Championship Series 2021 Summer Finals ("Summer Finals");
- 4-night hotel accommodations (one (1) room, double occupancy);
- \$65 daily stipend for meals; and
- other items and benefits as may be provided by Sponsor or the Presenting Sponsor.

The approximate retail value ("ARV") of each Finalist Prize is \$1,500 USD.

At the Summer Finals, prizes will be awarded to one winning First Place Entry (the "Grand Prize Winner"), one Second Place Entry, one Third Place Entry, and one winning "Fan Favorite" Entry from among the Finalists.

**First Place.** One Grand Prize Winner shall be awarded the grand prize (the "**Grand Prize**") consisting of:

- Round-trip coach class air transportation for Grand Prize Winner and one (1) guest valid for travel from the major U.S. airport nearest Grand Prize Winner's residence to attend the League of Legends World Championship (the "World Championship");
- 4-night hotel accommodations (one (1) room, double occupancy);
- \$5,000 USD in cash; and
- other items and benefits as may be provided by Sponsor or the Presenting Sponsor.

The ARV of the Grand Prize is \$10,000 USD.

**Second Place.** One second place winning Entry shall receive a \$2,000 USD cash prize (the "**Second Place Prize**").

**Third Place.** One third place winning Entry shall receive a \$1,000 USD cash prize (the "**Third Place Prize**").

Fan Favorite. One "Fan Favorite" winning Entry shall receive a \$500 USD cash prize (the "Fan Favorite Prize").

The total ARV of all potential prizes awarded in this Contest is \$28,500 USD.

The ARV for any prize represents Sponsor's and Presenting Sponsor's good faith determination thereof. That determination is final and binding and cannot be appealed. If any Potential Finalist is unable to attend Summer Finals and/or unable to participate in the Contest on the dates specified, the prize may be forfeited. If the Grand Prize Winner is unable to attend the World

Championship on the dates specified, the prize may be forfeited. Finalists and their guests will be subject to all rules and regulations of Summer Finals attendees as set forth by Sponsor. Failure to do so may result in forfeiture of such portion of prize. Upon any prize forfeiture, no compensation will be given.

In the event Summer Finals or the World Championship is cancelled or postponed, or if these events do not include a live audience (or only include a limited live audience) or is otherwise disrupted in Sponsor's sole discretion, the Finalist Prize or the Grand Prize or any other prize, as applicable, may not be awarded and no other compensation for that prize element may be provided. In that event, the Sponsor may choose to select the Contest winners via remote judging and/or provide alternate Contest details to the Finalists and may provide alternate prizing, in its sole discretion.

All portions of prizes are subject to availability and change and are at Sponsor's sole discretion. Any prizes, including, without limitation, the Finalist Prize, the Grand Prize, the Second Place Prize, the Third Place Prize, and the Fan Favorite Prize, may be considered income. ALL FEDERAL, STATE, PROVINCIAL, LOCAL, AND/OR WITHHOLDING TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF EACH OF THE FINALISTS. Each Finalist is advised to consult his or her own tax advisor(s) with respect to any tax implications that may arise from participating in the Contest.

All prizes will be awarded provided there are sufficient qualified Entries. Prizes returned as undeliverable, for reasons beyond the Sponsor's control, or otherwise not claimed within fifteen (15) days after delivery of notification will be forfeited and awarded to an alternate winner. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted; provided, however, that Sponsor, together with Presenting Sponsor, reserves the right to substitute a prize of equal or greater value for any prize in its sole discretion. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

# 8. Fan Favorite Voting.

From August 23, 2021 at 2 PM PT to August 27, 2021 at 2 PM PT or such other times as announced by Sponsor (the "Voting Period"), Sponsor will post photos of each Finalist on its official Twitter account with a poll, and fans will have the opportunity to cast one (1) vote for the Finalist that they believe has the most public appeal. At the end of the Voting Period, the one (1) Finalist with the highest number of votes will be deemed the "Fan Favorite," and will be awarded a cash prize of five hundred dollars (\$500). In the event of a tie, Sponsor will break the tie.

Limit one (1) vote per person/IP address per calendar day (PT) for the duration of the Voting Period. Any suspected or deliberate attempt to manipulate or otherwise fraudulently tamper with the voting process may result in disqualification of any individual or Entrant, at the Sponsor's sole discretion.

Votes generated by script, macro, bot, commercial contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and votes by any means that subvert the voting process or do not conform to the spirit of these Official Rules will void the applicable votes and may disqualify the applicable Finalist. Finalists are prohibited from soliciting votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such Finalists may be disqualified. Any rankings or vote counts posted on the Twitch website are unofficial and should not be relied upon for any purpose. If attempts are made to vote in excess of the limitations set forth in these Official Rules and/or by means other than as specifically set forth in these Official Rules, Sponsor may, in its sole discretion, disqualify any related Finalist or votes. In the event that Sponsor determines that the user voting mechanism has been tampered with or otherwise manipulated, Sponsor reserves the right to cancel the Fan Favorite portion of the Contest or to cancel the Contest.

# 9. Sponsor Judging.

Sponsor, in its sole discretion, shall choose the prize winners from all eligible entries. Winners shall be chosen by Sponsor based upon the following criteria:

- Quality & Construction (33%): Show us those amazing details and techniques! How have you raised the bar in terms of craftsmanship in your costume? What are some materials and uses that set your cosplay apart from others?
- Creativity (33%): How inventive have you been with this build? Every costume comes with its own set of challenges, so let us know how creative you've been in solving for those tricky designs and project hiccups.
- Accuracy (33%): How faithfully does this cosplay represent the champion? We'll be looking at the accuracy of the costume and presentation to assess the character's thematic. Please note that an individual's natural body type and skin tone will not impact the judging or final results.

The decisions of Sponsor on all matters are final and non-appealable.

### 10. Sponsor Use of Entrants' Names and Likenesses.

By entering the Contest, each Entrant agrees that Sponsor and its successors, affiliates, agents and assigns, may use, edit, alter, (unless prohibited by law) Entrant's name, likenesses, images, photographs, voice, signature, city/nation/state/province of residence, biographical information and prizes for advertising, trade and promotion in any media or format now or hereafter known, including, but not limited to, on the Internet, social media applications, or via wireless application protocol, without further compensation, permission or notification, except where prohibited by law. By entering, Entrant also consents to the collection and/or retention of the foregoing Entrant-provided information by Sponsor. Each Entrant specifically understands and acknowledges that Entrant's Entry may be placed by Sponsor on the internet for worldwide viewing.

## 11. Acceptance of Rules; General Release.

By entering the Contest, and to the maximum extent permitted by law, each respective Entrant agrees to be bound by these Official Rules and by the decisions of the Sponsor, which shall be final for all purposes hereunder. Each Entrant further hereby releases, discharges, indemnifies, and holds the Released Parties harmless from any liability whatsoever, and waives 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, misdelivery, notification errors, 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. By expressly waiving claims resulting from negligence by the Sponsor, Entrant does not waive claims resulting from the Sponsor's intentional or reckless acts if as a matter of law or public policy in the relevant jurisdiction such claims cannot be waived. Entrant further agrees that if any portion of this paragraph or these Official Rules is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. Without limiting the foregoing, each Entrant hereby specifically waives application of California Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Entrant expressly waives the provisions of Section 1542 of the California Civil Code as well as any other statutes, rules, laws, ordinances, or common law principles or other authority of similar effect of any jurisdiction, and further waive any right to invoke said provisions now or in the future with regard to the Contest. Entrants and the winner further acknowledge and agree that this waiver is an essential and material term of these Official Rules and the Contest.

# 12. General Entry Rules:

Any individual or Entrant who attempts or otherwise encourages, directly or indirectly, entry or voting under multiple identities, or any software program or uses any other device, method, or artifice to enter or vote or encourage, directly or indirectly, false Entries or votes as determined by the Sponsor, will be disqualified. Sponsor, at its sole discretion, reserves the right to review and investigate all Entries and votes and to take any and all measures it deems necessary to ensure a fair Contest. Mutilated, lost, illegible, corrupted, or incomplete Entries or votes will be deemed ineligible, disqualified and void.

Sponsor, together with its parent, subsidiaries and affiliates, advertising and promotion agencies, suppliers (including all prize providers), printers, and distributors, and the respective directors, members, shareholders, officers, employees, representatives and agents of each and any other person or entity related in any way to this Contest are not responsible for (i) late, lost, incomplete, misdirected, or damaged Entries; (ii) technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections; or (iii) failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender, or by any of the equipment or programming associated with or utilized in this Contest which may limit the ability to participate; (iv) any human error that may occur in winner notification or other

Contest-related communications, or the processing, review, or tabulation of the Entries in this Contest; or (v) any printing errors in these Official Rules. If by reason of a printing, transmission or other error, more prizes are claimed or announced than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. In no event will more than the advertised number of prizes will be awarded.

If any factor (including infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other cause) corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, or this Contest is otherwise not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest or these Official Rules, and/or select the winners from the Entries received prior to the implementation of the disruptive action, or as otherwise deemed fair and appropriate by Sponsor. SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY FRAUDULENT ENTRIES AND ENTRANTS TO THE FULLEST EXTENT OF THE LAW. At Sponsor's sole discretion, Entrant and winners who do not comply with these Official Rules or otherwise attempt to interfere with this Contest in any way may be disqualified.

# ALL DECISIONS BY SPONSOR ARE FINAL. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES, DO NOT ENTER THE CONTEST.

#### 13. Finalist List.

The Finalists selected by Sponsor will be announced on or around August 12, 2021.

#### 14. Copyright Notice.

The Contest and all accompanying materials are copyright © 2021 Riot Games, Inc., and its licensors. All rights reserved.

### 15. Disputes/Governing Law.

By entering or participating, you agree that the laws of the United States of America and the laws of the State of California, without regard to the principles of conflict of laws, will govern the Contest and these Official Rules. As a condition of participating in this Contest, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest or the Official Rules, shall be resolved individually through binding arbitration, without resort to any form of class action. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures that are in effect at the time the arbitration is initiated (the "JAMS Rules"). By entering the Contest, you signify that you understand and agree that the arbitration of any and all disputes related to this Contest or the Official Rules shall be instead of a trial before a court or jury or a hearing before a government agency and that they are expressly waiving any and all right to a trial before a court or jury or before a government agency regarding any disputes and claims which you may have. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages (including reasonably attorneys' fees), other than your actual out-of-pocket expenses (i.e. costs

associated with entering this Contest) and you further waive all rights to have damages multiplied or increased.

#### 16. Miscellaneous.

If you have any questions about these Official Rules or the Contest, please e-mail them to Mel Capperino-Garcia at <a href="mailto:mcapperino@riotgames.com">mcapperino@riotgames.com</a>, send them via Discord <a href="mailto:HERE">HERE</a>, or send written questions to Riot Games, Inc., "LCS Summer Finals Cosplay Contest Co-Sponsored By State Farm" c/o Riot Games, Inc., 12333 West Olympic Blvd., Los Angeles, CA 90064. Sponsor reserves the right to post the question and answer for all to see.

### 17. Digital Millennium Copyright Act.

Pursuant to the U.S. Digital Millennium Copyright Act (or any comparable law elsewhere, as applicable), if an individual or an entity has a good faith belief that an Entry submitted by an Entrant infringes upon any third party copyright, please notify us by mail at Sponsors address below, attention Copyright Department, or by email at <a href="mailto:copyright@riotgames.com">copyright@riotgames.com</a> with the subject line stating "Copyright." The DMCA notice MUST include the following: (i) describe the alleged infringement in detail; (ii) the copyright owner or who retains authorized use; (iii) the URL(s) where the alleged infringement can be located; (iv) a statement indicating your authorization to file a DMCA complaint; (v) how you may be contacted; and (vi) any DMCA notice must also contain the following statement:

"I have a good faith belief that use of the copyrighted material described above is not authorized by the copyright owner or its agent, nor is such use otherwise permissible under law. I declare, under penalty of perjury, that the information presented herein is accurate, that I am authorized to represent the copyright holder, and I have a good faith belief that the use is infringing."

#### 18. Contest Sponsor.

The Sponsor of the Contest is North America League of Legends Championship Series, LLC. The Presenting Sponsor of the Contest is State Farm Mutual Automobile Insurance Company.