

## ESRB “Join the Conversation” Official Rules

Updated August 28, 2018

### NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING.

By participating in the ESRB Conversations Social Promotion Contest (“Contest”), each entrant agrees to abide by these Official Rules and the decisions of the Entertainment Software Rating Board (the “Sponsor”).

**1. Eligibility:** This Contest is open only to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older. The Contest is void where prohibited by law. Employees of the Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and/or those living in the same household of Employees, whether or not related, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations.

**2. Agreement to Rules:** By participating, the entrant (“You”) agrees to be fully and unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Sponsor as final and binding as it relates to the Contest.

**3. Contest Period:** Entries will be accepted starting at 3:00 p.m. Eastern Time (“ET”) on August 29, 2018 and ending 11:59 p.m. ET December 14, 2018 (“Contest Period”). The Contest Period will be divided into the following monthly periods (each, a “Monthly Period”):

Monthly Period	Start Date (all Monthly Periods start at or around 12:01 a.m. ET)	End Date (all Monthly Periods end at or around 11:59 p.m. ET)
1	August 29, 2018	September 30, 2018
2	October 1, 2018	October 31, 2018
3	November 1, 2018	December 14, 2018

**4. How to Enter:** The Contest must be entered by submitting an entry using the online form provided at [ESRBConversations.org](http://ESRBConversations.org) (“Contest Website”). The entry must fulfill all Contest requirements, as specified on the Contest Website, to be eligible to win a prize. Entries that are incomplete or do not adhere to the Official Rules or specifications may be disqualified at the sole discretion of the Sponsor. Video or audio entries exceeding two (2) minutes in length, written or text entries exceeding five hundred (500) words, and photographic or meme entries exceeding ten (10) separate images, upon the sole discretion of the Sponsor and its agencies, will not be included in the judging, but can still be submitted and shared by the entrant.

Only one (1) entry per person. Multiple entries from any person will be void. Each entry must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the Official Rules. If You use fraudulent methods or otherwise attempts to circumvent the Official Rules, your submission may be removed from eligibility at the sole discretion of the Sponsor.

**5. Entry Sharing via Social Media Channels:** Sharing your entry, including the use of the Contest hashtag #JoinTheConversation or @ESRBRatings through your personal social media channels is encouraged; however, sharing your entry, and the use of the Contest hashtag, is not required to be a Monthly or Grand Prize Winner.

**6. Requirements for Entries:** Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent; derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; or contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); any activities that may appear unsafe or dangerous; or any particular political agenda or message;

- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted entry;
- Defames, misrepresents, or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses, or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, music, or other works of art or images published on or in websites, television, movies, or other media) without permission;
- Contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate; and/or
- Violates any law.

Entry may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity.

By submitting your entry, you agree that your entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your entry for any reason, including if it determines, in its sole discretion, that your entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

**7. Prizes:** (i) Monthly Prize(s), ten (10) per Monthly Period, thirty (30) total, each Monthly Prize winner will receive a \$25 GameStop gift card, terms and conditions apply to gift card use, approximate retail value: \$25 each; (ii) Grand Prize(s), four (4) total, each Grand Prize winner will receive travel, hotel, and event tickets for four (4) individuals to one of the following 2019 U.S. PAX events: PAX South (San Antonio), PAX East (Boston), PAX West (Seattle), PAX Unplugged (Philadelphia). The specifics of the prizes shall be solely determined by the Sponsor. Each Grand Prize package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to the applicable destination; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (one (1) room, double occupancy); and four (4) passes to the selected event. approximate retail value: \$4,500 total. Actual value may vary depending on winner's residence and event selected. Any difference between actual value and approximate retail value will not be awarded. All travel arrangements will be made through Sponsor's agent. Trips must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by Sponsor and the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs associated with prize acceptance and use not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, baggage fees, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, and other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is at least 18 but still considered a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability and publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for air travel at Sponsor's sole discretion and no compensation or substitution will be provided for difference in prize value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason in which event that portion of prize is forfeited in its entirety, no substitution will be provided except in Sponsor's sole discretion, and winner will not be reimbursed for tickets. Tickets may be subject to Sponsor's and the carrier's standard policies and procedures. By accepting prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Winner and guests agree to abide by all venue rules and regulations. Failure to do may result in forfeiture of prize. No cash or other prize substitution shall be permitted except at the Sponsor's discretion. All prizes are nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes,

shall be the sole responsibility of winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. All prize details are at Sponsor’s sole discretion. Limit one (1) Monthly Prize and one (1) Grand Prize per person.

**8. Contest Judging Criteria:** The Sponsor and its agencies will review all eligible entries received by the applicable Monthly Period deadline (as stated in the chart above) and for the entire Contest Period to determine the applicable winners. Entries will be judged using the following criteria: (i) the overall creativity of the entry; (ii) if multiple family members are featured (e.g., parent and child and/or additional family members) in their use of ESRB rating information; (iii) if the entry features a parent sharing a tip, testimonial or anecdote clearly illustrating their familiarity with the ESRB rating system and components; (iv) if the entry includes other resources (e.g., parental control settings, ESRB rating search app) available to help parents manage the games their children play; and (v) if the entry includes parental insight for physical video games purchased in a store or digitally delivered games and apps downloaded from a digital storefront directly to a game console or mobile device. In the event of a tie, a tie-breaker judge will judge the tied entries using the criteria to determine the winner(s). Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. All decisions of the Sponsor and judges are final and binding. Sponsor will not reveal the judging scores for any entry. Entries from one Monthly Period will not be included in subsequent Monthly Periods; however, all entries received for the Contest Period will be included when determining the potential Grand Prize winners.

**9. Winner Selection and Notification:** Potential winners will be notified by the Sponsor or authorized agent by email within five (5) days following selection of applicable winners and may be required to execute and return an Affidavit of Eligibility, Liability and, unless prohibited, Publicity Release within a time period specified by Sponsor. The Sponsor shall have no liability for winner’s failure to receive notices due to spam, junk e-mail or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. If a winner cannot be contacted, is ineligible, fails to claim the prize within sixty (60) days from the time award notification was sent, fails to timely return completed and executed affidavits and releases as required, or is otherwise not compliant with these Official Rules, the prize may be forfeited and an alternate winner selected for the prize at issue. Receipt by winner of the prize offered in this Contest is conditioned upon compliance with these Official Rules and any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER (IN THE SPONSOR’S SOLE DETERMINATION) WILL RESULT IN WINNER’S DISQUALIFICATION AS A WINNER OF THE CONTEST, AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**10. Rights Granted by Entrants:** By submitting an entry, each entrant waives all moral rights in and to the entry and grants to Sponsor and its licensees, successors, and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the entry and all elements of such entry, together with any other material, and the name, city and state/province of residence, voice, performance, image and/or likeness of entrant (including, but not limited to, profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect. Released Parties are not responsible for any unauthorized use of entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

**11. Intellectual Property:** By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If an entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of the Sponsor. If the content of any entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which the Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s rights.

**12. Terms & Conditions:** The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor’s control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, the Sponsor may select the winners for the prize at issue from all non-suspect, eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor using the judging procedure set forth above or as otherwise deemed fair and appropriate by Sponsor. The Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of

the Contest or website or violates these Official Rules and void all associated entries. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Official Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by any individual to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

**13. Limitation of Liability:** By entering, You agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the Contest and/or your acceptance, possession, use, or misuse of any prize or any portion thereof including any travel or activity related thereto. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, email or mail; or for lost, interrupted or unavailable network, server, internet service provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes, or in any Contest-related materials.

**14. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of New York having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waive all rights to, punitive, incidental, and/or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest). You further waive all rights to have damages multiplied or increased.

**15. Privacy Policy:** Information submitted with an entry is subject to the Sponsor's Privacy Policy, which you can read [here](#).

**16. Winners List:** To obtain a list of Winners, mail your request along with a stamped, self-addressed envelope to: ESRB, Marketing Department, 420 Lexington Ave., Suite 2240, New York, NY 10170. Requests must be received no later than 11:59 p.m. EST January 31, 2019.

**17. Data Collection and Retention:** The Sponsor will collect all submissions and will retain the data of each until 11:59 p.m. EST January 3, 2020. No other entity besides the Sponsor and its authorized agents will have access to any data collected in behalf of this promotion, including, but not limited to, Facebook, Twitter, or Instagram. The Sponsor will destroy all data using generally accepted practices no later than 11:59 p.m. EST January 3, 2020.

**18. Contest Sponsor:** Entertainment Software Rating Board (ESRB), 420 Lexington Ave., Suite 2240, New York, NY 10170.

**19. Social Media Indemnification:** The Contest hosted by the Sponsor is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or Twitter. You understand that You are providing your information to the Sponsor and not to Facebook, Instagram, or Twitter. By participating in this Contest, You agree to a complete release of Facebook, Instagram, and Twitter from any claims.

**20. Agreement of Official Rules:** Unless otherwise notified, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of these Official Rules.