

Blade & Soul Cosmetic Design Contest Official Contest Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE ONE'S CHANCES OF WINNING. THIS IS A SINGLE CONTEST WITH OFFICIAL RULES BASED ON RESIDENCY OF THE PARTICIPANT. THE SELECTION OF THE WINNERS WILL BE MADE AMONG ALL ELIGIBLE PARTICIPANTS.

1. Eligibility: The Blade & Soul Cosmetic Design Contest (“**Contest**”) is open only to legal residents of a member state of the European Union, Iceland, Montenegro, Norway, Serbia, Switzerland, Turkey (for the purposes of this Contest, residents of the foregoing countries will be deemed part of the European Union), the 50 United States of America, the District of Columbia, all provinces and territories in Canada (excluding residents of Quebec), the United Kingdom, the United Mexican States, Australia, and New Zealand, who are the age of majority or older (18 years of age in most jurisdictions) as of the date of entry. The sponsor of this Contest is NC Interactive, LLC (“**Sponsor**”). Employees of the Sponsor and its respective distributors, affiliates, subsidiaries, and advertising and promotional agencies, and their immediate family members (parent, child, sibling, and spouse of each), and those living in the same household of each are NOT ELIGIBLE TO ENTER OR WIN. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Contest (“**Official Contest Rules**”). All federal, state, provincial, municipal, and local laws and regulations apply.

2. Entry Period: Entries will only be considered valid if the submission email is received by the Sponsor between 9:00 AM Pacific Daylight Time (“**PDT**”) on 31 May 2021 and 11:59 PM PDT on 27 June 2021 (“**Entry Period**”). Emailing a Design (defined below) to the submission email, BnSCommunity2@ncsoft.com, constitutes your entry into the Contest and your consent to, and agreement with, these Official Contest Rules.

3. How to Enter: The category is: an in-game costume design for use in the Blade & Soul game (each a “**Design**”). Each participant is limited to one entry. To enter the Contest, participants must email to BnSCommunity2@ncsoft.com a Design within the Entry Period. Upon submission of a Design within the Entry Period, the participant (“**Entrant**”) will receive an entry (each an “**Entry**” and collectively, the “**Entries**”) into the Contest. Submissions must be in high quality and high resolution.

4. Email Submission Requirements: The Design submission email subject line should be “Blade & Soul Cosmetic Design Contest” and the body of the email must include the statement “I hereby confirm this is my original artwork to be submitted as an entry in the Blade & Soul Cosmetic Design Contest.” In addition, the Entrant should also include the following information within the email: (a) the Entrant’s real name; (b) the Entrant’s chosen display name; (c) the Entrant’s character name; (d) the Entrant’s server; (e) the Entrant’s chosen region (*i.e.*, either North America or Europe); and (f) the Entrant’s account email. The submission email (a) is limited to a maximum of one image of a costume design; (b) must have a limited text description of fewer than 150 words; and (c) a Design inspiration may be added to the Design entry (but is not required).

5. Costume Design Requirements: The costume design must satisfy the following requirements to be eligible for the Contest:

- (a) The costume design must showcase male and female versions of the Jin race (e.g., Male Jin costume and Female Jin costume).
- (b) The costume design must include front and back views.
- (c) The costume design may, but is not required to, include face and head accessories, although the face and head accessories may not be present in the final or differ in appearance in the final in-game design.
- (d) The costume design must be shown on physical or digital design form (i.e., physical illustration, digital artwork, etc.).
- (e) The costume design file form must be in either .jpg or .png format. There is no file size limitation; however, Sponsor requests that Entrants keep the file size reasonable.

6. Entry Limit: Limit of one Entry per Entrant during the Entry Period. Subsequent Entries by the same Entrant are invalid and will be disqualified. Any attempts made by the same person to submit more than one Entry are void. All Entries must be received during the Entry Period in order to be eligible for any Prize offered in this Contest. Any Entry before or after the Entry Period is void and will not be eligible for a Prize.

7. Conditions of Design; License: Any Design that is deemed by the Sponsor, in its sole discretion, to be infringing intellectual property rights, offensive, immoral, obscene, pornographic, overtly sexual, profane, defamatory, violent, infringing criminal laws, breaching reasonable security, health and safety rules, not keeping the image of the Sponsor, or in violation of these Official Contest Rules will be void. Further, any Design that contains trademarks, copyright-protected or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights will be void. Sponsor reserves the right, at its reasonable discretion, to void any Entries from Entrants whom Sponsor believes have attempted to tamper or have tampered with the administration, security, or fairness of this Contest. Entries or Designs submitted by automatic, programmed, or like methods will be disqualified.

By entering, each Entrant warrants and represents that (i) the Design is the original work of the Entrant and does not infringe the intellectual property, privacy, confidentiality or publicity rights or any other legal rights of any third party (including the right of image); (ii) the Entrant owns or otherwise controls all rights to the Design submitted by the Entrant; and (iii) the Design has not been entered into or won any previous contests or awards and has not been published or distributed previously in any form of media. By entering this Contest, each Entrant unconditionally and irrevocably grants a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable license to Sponsor and its successors or assigns to use, reproduce, distribute, display, and create derivative works of the Design for any purpose now and hereafter as they so desire. By submitting a Design, Entrant grants Sponsor the right to use, publish, adapt, edit and/or modify such Design in any way, in whole or in part, and to use such Design alone or in combination with other works, as solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, without limitation or compensation to the Entrant and without right of notice, review, or approval of any such use of the Design.

8. Selection of Winners: There will be up to 10 winners in the Contest selected among all the eligible Entrants (each a “**Winner**” and collectively, the “**Winners**”). The Contest will have 1 grand prize winner (a “**Costume Grand Prize Winner**”), up to 9 runner-up prize

winner (each, a “**Costume Runner-Up Winner**”). A panel of judges (“**Judges**”) appointed by the Sponsor will review each of the Designs that are properly submitted, and then rank the Designs based upon the following criteria, allocated equally: (a) originality; (b) creativity; and (c) overall theme and style (collectively, “**Judging Criteria**”). Using the Judging Criteria, the Judges will select a minimum of 5 Designs (and up to a maximum of 10 Designs) (each a “**Finalist**” and collectively, the “**Finalists**”). The Finalists will be posted on the Contest Website, and the Costume Grand Prize Winner will be determined through voting by the public during the Voting Period, which will occur from 10:00 AM PDT on 1 July 2021 and 10:00 AM PDT on 5 July 2021.

9. Voting Rules. Limit of one vote per person per day during the Voting Period. All votes will be cumulative throughout the Voting Period. The Sponsor’s determination of the Costume Grand Prize Winner based upon the total number of votes received during the Voting Period is final and binding and not subject to review or appeal. Entrants are strictly prohibited from offering compensation, in any form whatsoever including monetary or otherwise, in exchange for votes. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant determined to be soliciting votes through an offer of compensation. Entrants, however, may request votes from friends, blog communities, social media groups, or similar communication mechanism; provided that the Entrant does not offer or provide any compensation, monetary or otherwise, as part of the request. If it is discovered that attempts were made by any individual to use (or attempt to use) any automated, script, macro, robotic or other program(s) to generate votes in a manner that the Sponsor deems, in its sole and absolute discretion, to violate the letter and spirit of this Contest, then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the votes, the Design and/or Finalist to which such votes relate.

10. Announcement of Winners. On 7 July 2021, the Winners will be announced by the Sponsor on the Contest Website. For Winners residing in Canada, before being confirmed as a Winner, the selected Entrant must correctly answer unaided, a time limited mathematical skill-testing question administered by email or telephone. Winners will be contacted via using the email address used for the Design submission. In the event of a dispute as to the identity of a Winner based on an email address, the winning Entry will be deemed to be made by the authorized account holder of the email address at time of entry. “**Authorized account holder**” is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. In the event a Winner cannot be contacted within 15 days after the Winners announcement on 7 July 2021, as determined in the sole discretion of Sponsor or its representatives, or a Winner rejects a Prize, an alternative winner may be identified. At the discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner or runner-up may result from any of the following: (1) a potential Winner’s failure to timely respond to the notification; (2) the return of the notification as undeliverable; or (3) any other non-compliance with the Official Contest Rules. In the event of a Prize forfeiture, the Sponsor may, in its discretion, award or not award the forfeited prize to an alternate winner or runner-up. The Sponsor shall not be responsible or liable for any failure by a potential Winner to accept the Prize for any reason.

11. Prizes (each a “Prize” and collectively, the “Prizes”) and Approximate Retail Value (“ARV”) in US Dollars. The following prizes (each a “Prize” and collectively, the “Prizes”) will be awarded in this Contest:

Prize for Costume Grand Prize Winner (1 in total). (ARV of \$294.98)

- 1 Steelseries Arctis 7 Headset (ARV: \$149.99)
- 1 Blade & Soul customized mousepad (ARV: \$19.99)
- 8,000 Hongmoon Coin (ARV: \$100)
- Costume Grand Prize Winner's Design will be developed for inclusion in the game as an in-game costume with a personalized tooltip and signature
- The in-game costume developed based on Costume Grand Prize Winner's Design will be mailed to the character provided in the Costume Grand Prize Winner's submission email once development is complete
- 1 costume outfit or illusion weapon of choice from a selection of costume outfits and illusion weapons determined by Sponsor (ARV: \$25)

Prize for each Costume Runner-Up Winner (up to 9 in total). (each, ARV of \$75)

- 4,000 Hongmoon Coin (ARV: \$50)
- 1 costume outfit or illusion weapon of choice from a selection of costume outfits and illusion weapons determined by Sponsor (ARV: \$25)

The total ARV of all Prizes is up to \$969.98.

12. Odds of Winning the Contest: Odds of winning the Contest depend on the total number of eligible Entries received during the Entry Period, the quality of the Design, and the number of votes based on the Judging Criteria.

13. Prize Delivery: The Prizes for the Winners will be in-game mailed to the character provided in each Winner's submission email.

14. Prize Conditions: All costs associated with acceptance or use of the Prize are the sole responsibility of the Winner. A Winner may waive his/her right to receive a Prize. A Prize is non-transferable, non-exchangeable, and non-refundable, has no cash value, and must be accepted by the Winner as awarded unless the Winner waives his/her right to receive a Prize. A Prize may not be upgraded, and no substitutions by the Winner will be allowed, except that Sponsor reserves the right, in its sole discretion, to substitute a Prize for one of equal or greater value if the designated Prize should be unavailable.

15. Conditions, Disclaimers and License: By entering the Contest, each Entrant agrees that: (a) he or she will abide by and be bound by these Official Contest Rules; (b) the Entry, including the Design, will not be acknowledged by the Sponsor; (c) except where prohibited by law, neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, its prize providers, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "Affiliates") are responsible for claims, losses or damages of any kind resulting from participation or inability to participate in the Contest, or the awarding, acceptance, use, misuse, possession, loss or misdirection of a Prize except where it is caused by the negligence of the Sponsor; (d) Sponsor is not responsible for any inability of a Winner to accept the Prize for any reason unless caused by the fault of the Sponsor; and (e) except where prohibited by law, by entering the Contest, all Entrants further agree that Sponsor has the sole right to decide all matters relating to the Contest, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Contest. Sections (c) and (e) are not applicable if the Entrant is a resident of Germany. Neither Sponsor nor its Affiliates are responsible for (i) any typographical or other errors in the printing of the promotion materials or the offering or announcement of the Prizes, (ii) any error, omission, interruption, defect or delay in

operation or transmission at any website, (iii) failure of any Entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iv) communications line, hardware and/or software failures, or (v) damage to any computer (software or hardware) resulting from participation in the Contest. If the Entrant is a resident of Germany, numbers (i) through (v) do not apply if the event is caused by fault of Sponsor.

Although Sponsor attempts to ensure the integrity of the Contest, neither Sponsor nor its Affiliates are responsible for the actions of Entrants or other individuals in connection with the Contest, including attempts by Entrants or other individuals to circumvent these Official Contest Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. If, for any reason other than fault of Sponsor, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, Acts of God or any other causes which could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right to modify these Official Contest Rules and to cancel, terminate, modify or suspend all or any part of the Contest, and in the event of cancellation or termination, to select Winners from among all eligible non-suspect Entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. If the Contest is terminated by Sponsor as set forth above, Sponsor will post notice of such termination on the Contest Website. Inclusion in such drawing will be each Entrant's sole and exclusive remedy under such circumstances. Proof of submitting an Entry will not be deemed receipt of such Entry by Sponsor.

Sponsor reserves the right, at any time and in its reasonable discretion, to disqualify or deem ineligible to participate in this Contest, any individual suspected of tampering with the entry process or the operation of the Contest; acting in violation of these Official Contest Rules or Sponsor's terms of service, privacy policy or other terms, conditions or guidelines; acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or violating these Official Contest Rules. Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Contest is a violation of these Official Contest Rules, and may violate criminal and civil laws. Should Sponsor believe or become aware that such an attempt has been, is being, or will be made, Sponsor reserves the right to seek remedies and damages from any responsible Entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation, criminal prosecution.

For any feedback or questions regarding the Contest, Prizes, or Winners, you can contact Sponsor by sending an email to: BnSCommunity2@ncsoft.com.

16. Release and Indemnification: EXCEPT WHERE PROHIBITED BY LAW, BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD THE SPONSOR, ITS AFFILIATES, TWITTER, TWITCH, AND FACEBOOK HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE CREATION OR SUBMISSION OF A COSTUME DESIGN INCLUDING, WITHOUT LIMITATION, ANY TRAVEL OR

OTHER ACTIVITIES RELATED TO THE ENTRANT'S CREATION OR SUBMISSION OF A COSTUME DESIGN FOR THE CONTEST, OR FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. THIS CLAUSE IS NOT APPLICABLE IF THE ENTRANT IS A RESIDENT OF GERMANY.

If the Entrant is a resident of Germany, Sponsor shall only be fully liable for damages if such damages were caused by gross negligence or intentional acts of Sponsor, its employees, agents and officers; in the case of simple negligence Sponsor is only liable for personal injury and death arising out of its negligence; and for breach of contractual obligations which the Entrant could trust not to be breached and which are essential to perform under this agreement and in this case only, liability is limited to the typical foreseeable damages. The Entrant's rights under the German Product Liability Act remain unaffected. Where liability is excluded or limited, such exclusion or limitation shall also be extended to Sponsor's parent company, affiliates and subsidiaries and their respective employees, agents and officers.

Each Entrant agrees to defend, indemnify and hold harmless the Sponsor and its affiliates from any and all claims, liabilities, damages, expenses and costs (including legal fees) brought or asserted by or on behalf of any third party against the Sponsor or its affiliates arising from or related to the Entrant's Costume Design infringing or allegedly infringing a third party's intellectual property rights, publicity, privacy or confidentiality rights, or defaming or otherwise causing harm to a third party.

If the Entrant is a resident of the UK and insofar as is permitted by law, the Sponsor and the Sponsor's Affiliates will not in any circumstances be responsible or liable to compensate the Winners or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up a Prize except where it is caused by the negligence of the Sponsor or the Sponsor's Affiliates. Your statutory rights are not affected.

17. Limitations on Liability: Except where prohibited, Sponsor and its Affiliates shall not be liable to any Winner or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, communicable disease or public health concerns, or any other cause beyond Sponsor's or its Affiliates' sole control.

18. Miscellaneous:

- (a) **Privacy:** Information submitted in connection with the Contest will be treated in accordance with these Official Contest Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently available at <https://us.ncsoft.com/en-gb/legal/ncsoft/privacy-policy.php>; provided, that in the event of any conflict between these Official Contest Rules and such Privacy Policy, the terms and conditions of these Official Contest Rules shall prevail.

- (b) **Applicable Law:** The Contest, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the state of Washington without regard to the conflicts of laws principles of any jurisdiction, but shall be subject to the mandatory consumer protection provisions of the country of residence of the Entrant. Unless the Entrant is a resident of Germany or France, venue with respect to any such disputes shall be had in the state and federal courts of the state of Washington. Venue with respect to any such disputes shall be had in the state and federal courts of the state of Washington. If the Entrant is a resident of France or Germany, the competent court will be determined according to French law or German law, respectively.

19. Official Contest Rules; English Version Prevails: The Contest will be run in accordance with the Official Contest Rules. Each Entrant must comply with the Official Contest Rules. The terms of the Contest, as set out in these Official Contest Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor's failure to enforce any term of the Official Contest Rules will not constitute a waiver of that provision. In the event of any conflict between the English version of these Official Contest Rules and any translation, the English version shall prevail. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Contest Rules

20. Sponsor: The Contest is sponsored by NC Interactive, LLC, 3180 139th Avenue SE, #100, Bellevue, WA 98005, USA.

21. Winner List: For the winner list, send a self-addressed, stamped envelope to: NC Interactive, LLC, Attn: Winner List Blade & Soul Cosmetic Design 3180 139th Avenue SE, #500, Bellevue, WA 98005, USA by December 31, 2021. A list of the Winners also will be posted in the news post on the Contest Website.

22. Disclaimer: This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitch, or Twitter. By participating in the Contest, you agree that you are providing your information to Sponsor and not to Facebook, Twitch, or Twitter.