

Terms and Conditions – DeviantArt Birthday Giveaway!

(the “**Giveaway**”)

THIS GIVEAWAY IS IN NO WAY SPONSORED BY OR OTHERWISE ASSOCIATED WITH ANY THIRD PARTY

Please read these terms and conditions (“**T&C**”) carefully, as they will apply to your entry to the Giveaway.

1. ELIGIBILITY:

The Giveaway is open only to those who are 13 years of age or older, at the date of entry. The following individuals are not eligible: employees, contractors, directors and officers of DeviantArt (“**Sponsor**”), the Sponsor respective parent, subsidiaries and affiliated companies, The Sponsor’s employees household members and the immediate family members (spouse, parent, child, sibling, spouse, grandparent or "step" of each) and those living in their households, residents of: Iran, Syria, Russia, Cuba, North Korea and any other territory subject to a trade embargo by the United States government; or residents with place of address in Russia, Belarus, Crimea, Donetsk and Luhansk regions of Ukraine, and Ecuador.

2. GIVEAWAY Overview:

The Giveaway starts on August 4th, 2022 at 9:00 am PT (Pacific Time), with the publication of a dedicated Giveaway Post, to be posted by Sponsor on DeviantArt’s official @team user account at the following URL: <https://www.deviantart.com/team/journal/Let-s-Party-Celebrate-DeviantArt-s-22nd-Birthday-918559977>, and ends on August 11, 2022 at 11:59:59 pm PT (“**Giveaway Period**”). To participate in the Giveaway, entrants must:

1. Be members of DeviantArt; *and*
2. Engage on the DeviantArt platform in the campaign by sharing, posting comments and upload, status update in an uplifting manner that contributes to the spirit of the campaign.

Comments/types of engagements that have been deleted prior to the time of the Announcement (as defined below) will not be considered. On or around August 11, 2022 at 11:59:59 pm PT, the Sponsor will conclude the comments, posts, shares, uploads and engagement activity on the DeviantArt platform including the date and time of when such engagement was

shared and announce the Giveaway winners, who will be the top 80 participants who contributed in the most uplifting way to the spirit of the contest (hereinafter, each referred to as "**Winner**").

Sponsor and its representatives have and maintain the right, at all times and in their sole discretion, to determine that a Giveaway Entry contains inappropriate content is irrelevant to the Giveaway or its goal or is otherwise not in compliance with these T&C and to disqualify such entry from the Giveaway.

You may engage as much as you want throughout the Giveaway Period, subject to the engagement being associated with a specific DeviantArt account, owned by an individual. No double-entries by the same individual are allowed.

The Winner will be notified on or around August 12, 2022 by e-mail and through DeviantArt Notes. Winner hereby acknowledges and agrees that s/he may be announced on the DeviantArt page (the "**Announcement**").

NOTE: Winner and his/her respective Giveaway entry may be subject to verification, including without limitation, verification of eligibility, and compliance with these T&Cs. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Giveaway and that all decisions of Sponsor are final and binding.

3. PRIZE:

Each of the 80 Winners will receive a Fella's Pizza Palace T-shirt, for his/her personal use only (the "**Prize**"). The Prize will be awarded via third party.

Each entrant represents and agrees to indemnify and hold Sponsor harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of them due to or arising out of the respective Giveaway entry, or the entrant's conduct in creating a Giveaway entry, or any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor or other actions in connection with this Giveaway, including but not limited to violation of an individual's right of publicity or right of privacy; false advertising or defamation.

Giveaway entries that do not comply with these T&C or that otherwise contain prohibited or inappropriate content as determined by Sponsor in its sole discretion will be disqualified and, if posted on any websites related to this Giveaway over which Sponsor has control, removed there from.

EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER S/HE NOR ANY THIRD PARTY WILL BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY OTHER THAN POTENTIALLY THE

PRIZES STATED HEREIN IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH GIVEAWAY ENTRY BY SPONSOR.

4. LIMITATIONS OF LIABILITY/RELEASE/INTERNET:

No liability or responsibility is assumed by Sponsor resulting from any user's participation in or attempt to participate in the Giveaway or ability or inability to post any comment in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor for technical problems or technical malfunction arising in connection with any occurrences which may affect the operation of the Giveaway. Sponsor will not be responsible for any typographical errors in these T&C or the announcement of Prizes or any inaccurate or incorrect data contained in related to the Giveaway. The use of any robotic, automatic, macro, programmed, third party or like methods in this Giveaway are prohibited and the use or attempted use of such will void any attempted participation effected by such methods, may result in the cancellation, termination, or modification of the Giveaway and the disqualification of the individual utilizing the same.

5. GENERAL:

By entering this Giveaway, participants agree to abide by and accept these T&C. Entrants waive any right to claim ambiguity in these T&C. These T&C are governed by the laws of the state of New York. Any and all disputes that are not subject to the resolution under these T&C, will be resolved individually, without resort to class action, in the appropriate courts in New York City.