

Official Rules

CONTEST BEGINS AT 9:00:00 AM (PT - Los Angeles Time) ON March 5, 2022 AND ENDS AT 11:59:59 PM (PT - Los Angeles Time) ON March 21, 2022 (THE "PROMOTION PERIOD").

- THIS IS A SKILL-BASED CONTEST. NO PURCHASE IS NECESSARY TO ENTER OR TO WIN.
- THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER SOCIAL MEDIA PLATFORM.

Important: Please read these Official Rules before entering this Contest. By participating in this Contest, you agree to be bound by these Official Rules.

1) HOW TO ENTER:

- a) Membership to www.deviantart.com is required to enter the "simoneferriero's What's Your Wand? Challenge" (the "Contest"). Membership to www.deviantart.com is free. No purchase necessary to enter or win. Only entries from valid DeviantArt, Inc. ("Sponsor") accounts will be accepted. If Entrant is already a registered member, Entrant is not automatically entered into the Contest and would need to follow the instructions on the Contest Site to enter the Contest.
- b) Entrant must be at least thirteen (13) years old as of the entry date to the Contest.
- c) Contest is void where prohibited by law, including but not limited to, Cuba, Iran, North Korea, and Syria and any other territory subject to a trade embargo by the United States government.
- d) Entrant must follow the instructions in the contest journal on simoneferriero's DeviantArt profile <https://www.deviantart.com/simoneferriero/journal/What-s-Your-Wand-Challenge-908526899> ("Contest Site") and submit a completed entry of what their magic wand would look like.
- e) The completed entry ("Work") may originate in any visual medium but must be submitted at the Contest Site as a single JPG or PNG file. Sponsor has no obligation to advise Entrants of an incomplete or otherwise non-compliant entry.
- f) The completed entry ("Work") must include contest custom hashtag "#whatsyourwand".
- g) Entrants are not required to "like" or follow Sponsor on any social media pages or to pay any entrance fee in order to participate in the Contest or to be eligible for the Prizes, and any such action or payment will not increase or improve Entrant's chances of winning.
- h) The Work:
 - i. May be in any style or genre at the Entrant's discretion;
 - ii. Must be the Entrant's original work made for the Contest and solely for the Contest and may not use stock materials;
 - iii. May not have been previously licensed, sold, used, published, released, distributed, or otherwise exploited in any form;
 - iv. Must not have previously won any award;
- i) The Work may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by the Sponsor in its sole discretion; must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sponsor in its sole discretion; may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights, or involve physical harm to any person or animal; may not contain verbal or visual mentions of commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans, other than those permitted by these Official Rules; may not include any viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the Contest Site and/or the proper conduct of the Contest; may not use any watermarks but may contain a signature by the Entrant provided that the signature is capable of removal at the request of Sponsor if the Work is adapted for use by the Sponsor as a winning Work in accordance with these Official Rules; and, if found to be in violation of these Official Rules, will be disqualified and therefore removed from the Contest Site gallery.
- j) Only online entries will be accepted. No hard copies of the entry will be accepted for judging. Do not submit original files or original printed copies of Works.

- k) Entries will be deemed to be made by the person whose Sponsor account is provided in the submission form submitted via the Contest Site at the time of submission. In the event of a dispute relating to ownership of a winning Work, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified account, and consequently of the winning Work. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Work, and each Entrant hereby remises, releases and discharges the Sponsor, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of any such determination of the rightful owner of the winning Work by Sponsor.
- l) ENTRIES MUST BE RECEIVED BY 11:59:59 PM (PT) MARCH 21, 2022. No illegible, incomplete, forged or altered entries will be accepted. Works will not be returned.
- m) Entrants may enter as many Works as they like; however duplicate entries are not allowed.

2) ENTRANT'S RIGHTS:

All Works submitted will remain the exclusive property of the Entrant, provided that:

- a. during the Promotion Period, and for a period of one (1) year thereafter, Entrant (or his/her legal guardian who agreed to Entrant's participation in the Contest, if applicable) shall grant Sponsor, royalty-free license to display digital or physical copies and/or utilize the Works on the Contest Site and/or any of the licensee's site, social media, and/or in any other media, setting or location, accessible anywhere in the world, in connection with promotion of the Contest. Notwithstanding the foregoing, Entrant (or his/her legal guardian who agreed to Entrant's participation in the Contest, if applicable) agrees that any permissible display on social media posted prior to the expiration of the license period detailed herein shall remain accessible in perpetuity;
- b. if Entrant's Work is awarded a Prize, Entrant (or his/her legal guardian who agreed to Entrant's participation in the Contest, if applicable) agrees (i) that Sponsor and/or may arrange to have the Works reproduced in print form for display anywhere in the world in perpetuity (or, where permission in perpetuity is not enforceable, for at least ten (10) years from the end of the Promotion Period), and (ii) shall grant Sponsor a worldwide, exclusive, royalty-free license for a period of three (3) years to display digital or physical copies and/or utilize the Works on the Contest Site, social media, and/or in any other media, setting or location, accessible anywhere in the world, in connection with the Contest. Notwithstanding the foregoing, Entrant (or his/her legal guardian who agreed to Entrant's participation in the Contest) agrees that any permissible display on social media posted prior to the expiration of the license period detailed herein shall remain accessible in perpetuity;
- c. Entrant warrants, represents, and undertakes that his or her contributions to the Work are completely original to the Entrant and does not and will not infringe upon any third party rights, including without limitation intellectual property rights or personality rights of any kind in any manner, and that model and/or release forms have been obtained.
- d. Entrant (or his/her legal guardian who agreed to Entrant's participation in the Contest, if applicable) hereby waives all, and agrees not to assert any, moral rights, and/or similar or equivalent rights, and/or performer's rights, in the Work, wherever in the world arising at any time.

3) SELECTION OF WINNERS:

Final Winners will be announced on or about March 24, 2022.

What's Your Wand? Challenge (Skill-based award)

Three (3) Winners will be selected from all eligible and qualified Works by the host of the Contest (simoneferriero), on or about March 22, 2022. The odds of winning depend on the number and quality of Works received. The Winners will be selected on the basis of:

1. Relevance to contest and prompt
2. Artistic skill
3. Overall execution
4. Originality
5. Composition

Only one (1) Work per Entrant may be chosen as a Winner.

The judges' decisions are final on all matters relating to the Contest.

Sponsor reserves the right to refrain from issuing the Prizes, if there are insufficient valid Works that meet the criteria or comply with these Rules or otherwise at Sponsor's sole discretion.

4) PRIZES:

One First Place Winner will receive: (i) A Next-Gen Gaming Console (ii) 1-Year Core Pro. Total ARV of Prize Package: USD \$599

One Second Place Winner will receive: (i) 1-Year Core+, (ii) 8,000 DeviantArt Points + 900 Fragments. Total ARV of Prize Package: USD \$189

One Third Place Winner will receive: (i) 1-Year Core, (ii) 4,000 DeviantArt Points + 900 Fragments. Total ARV of Prize Package: Total ARV of Prize Package: USD \$98

Total ARV of all Prizes: Eight hundred and eighty six dollars (USD \$886). All prizes will be awarded (assuming sufficient number of Works), subject to Official Rules. No other substitution or transfer of Prizes are permitted. Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules, will be determined in Sponsor's sole and absolute discretion.

Despite Sponsor's good faith efforts, the Prizes as contemplated herein may be canceled due to circumstances beyond Sponsor's control or due to budgetary or other restraints which will cause the Prizes to be unreasonably costly or difficult to execute. Sponsor reserves the right to substitute the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion. In the event Sponsor, in its sole and absolute discretion, decides to substitute a Prize with the monetary ARV equivalent; the Winner is responsible for providing Sponsor with bank details capable of receiving such a substitute Prize.

The Winners will be solely responsible for all federal, state, provincial, and/or local taxes according to the laws and regulations applicable in such Winner's residence, and for any other fees, costs and other arrangements associated with the Prize which are not explicitly provided by Sponsor as set forth herein. Before the prizes will be awarded, the Winners may be required to provide Sponsor with bank wire transfer or PayPal details capable of receiving cash Prizing. Winners may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name of Winners for the actual value of the Prize received.

At the request of the Sponsor, Entrants must provide a copy of a driver's license or passport for identification, age confirmation and the reliability of the information provided with the Work, and any other documentation required by Sponsor to verify compliance. In case Entrant fails to provide the Sponsor with such documentation within three (3) days from the date of the request, or in case false or incomplete information is provided with the Work or other violation of the Official Rules or law, the Sponsor has the right to disqualify the Work, prohibit such Entrant from further participation in the Contest in any way and in any other promotion held by the Sponsor.

5) ELIGIBILITY:

The Contest is open to Sponsor members who are at least thirteen (13) years old as of the entry date to the Contest and reside in a jurisdiction where this type of contest is permitted, except employees and volunteers (and their immediate families and members of the same household) of Sponsor, and their respective affiliates, corporate parents or subsidiaries, agents, advertising and promotion agencies and/or any other individuals or corporations. Entrants aged thirteen (13) years old (or the age of majority in their applicable jurisdiction) may only enter if they have permission to do so from their parent or legal guardian, and such parent or legal guardian agrees to be bound by these Official Rules. No entry form is required to participate in the Contest. Your personally identifiable information will be handled and protected as part of your membership in Sponsor under its Terms of Service and Privacy Policy. There is no charge for Sponsor membership. The contest is void where prohibited by law.

Sponsor and each of its respective third-party vendors, advertising or promotion agencies, Prize Providers and Judges may use your personal information (including email address) for administration of the Contest, the fulfillment of Prizes and for marketing purposes. You expressly consent to the use of your information by Sponsor and each of its respective third-party vendors, advertising or promotion agencies, Prize Providers and Judges for such purposes, and to the use of your Work by the Judges for judging.

6) VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:

Potential winners will, and other potential winners may, be required to sign an affidavit of eligibility and, where permitted, a liability and publicity release, as well as provide model and/or property release forms, and if applicable, school verification. A prize may be forfeited if affidavit or releases are not returned within twenty-one (21) days after mailing or emailing to potential winner or if prize notification letter or prize itself is returned as undeliverable. Each Entrant agrees to Sponsor's use of his/her username on Sponsor, name, voice, likeness, and statements for promotional purposes in connection with use of the Entrant's Work as permitted in these Official Rules in any and all media now known or hereafter devised, without additional compensation, notification, permission or limitation (to the extent permitted by law).

7) GENERAL:

This Contest is void where prohibited or restricted by law and is subject to all applicable laws and regulations. This Contest will be governed by the internal laws of the State of California, U.S.A. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction within the State of California. Sponsor and judges are not responsible for late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due, incorrect or misdirected entries, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor and judges not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail account to receive e-mail messages. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing, posting, uploading or downloading information in connection with, this Contest, and reserves the right, in its sole discretion, to modify, cancel, terminate or suspend this Contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event of any such cancellation, termination or suspension, a notice will be posted on the Contest Site and the winners will be selected from among all eligible Works received prior to such time. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant from this Contest or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the Entrant's fraud or misconduct adversely affects the integrity of the Contest.

By participating in this Contest, each Entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, warrants that he/she is eligible to participate in this Contest, and agrees for Entrant and for Entrant's heirs, executors, and administrators to release and hold harmless Sponsor and their respective affiliates, subsidiaries, parents, agents, any relevant social media sites, officers, directors, and employees from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Contest and/or arising from or in connection with the awarding, receipt, and/or use or misuse of a prize or participation in any prize-related activities, including without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Works and other communications related to the Contest. Sponsor has complete discretion over interpretation of the Official Rules and administration of the Contest.

Sponsor reserves the right to amend these Official Rules from time to time if it considers it reasonable or necessary to do so. Updated versions of the Official Rules will be posted here and will bind all Entrants.

8) LIMITATION OF LIABILITY/DISCLAIMER OF WARRANTIES:

BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF.

YOU UNDERSTAND AND AGREE THAT THE PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. SPONSOR AND RELEASED PARTIES EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF PERFORMANCE, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE BROADCAST OF THE PRIZE WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF REVENUE OR INCOME.

YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST (AND, IN CASE YOU ARE A WINNER, YOUR PARTICIPATION AND EXECUTION OF THE PRIZE) IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR AND RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR THE PRIZE. SPONSOR AND RELEASED PARTIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH NO CLASS RELIEF. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

9) CAUTION:

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE ENTRANT AND HIS OR HER WORK WILL BE DISQUALIFIED FROM THE CONTEST, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10) WINNERS LIST:

To obtain a list of winners, go to www.deviantart.com. The list will be available after selection and verification of winners as provided in these Official Rules.

11) SPONSOR:

DeviantArt, Inc.

7111 Santa Monica Blvd., Ste B

PO Box 230

West Hollywood, CA 90046-3458

12) QUESTIONS REGARDING THIS CONTEST:

Any questions regarding the Contest should be directed to Sponsor by placing a comment under the contest article at the Contest Site.

Prize Providers are not a Sponsor of the Contest and are not associated with or responsible for the administration of the Contest in any way other than as specifically stated herein.

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PLEASE NOTE: THESE OFFICIAL RULES TAKE PRECEDENCE OVER ANY TERMS OR RIGHTS TO THE CONTRARY SET OUT IN SPONSOR'S TERMS OF SERVICE, SUBMISSION POLICY OR ETIQUETTE POLICIES, AND ANY SELECTION OF A CREATIVE COMMONS LICENSE WITH RESPECT TO YOUR WORK WILL BE TREATED AS NULL AND VOID TO THE EXTENT NOT CONSISTENT WITH THESE OFFICIAL RULES.

By clicking on the "Submit Entry" button below, you (or for those under the age of majority in his/her jurisdiction, your legal guardian who agreed to your participation in the Contest) agree that you have read and understand, and agree to be bound by, the above Official Rules.