



Official Rules

CONTEST BEGINS AT 12:00:00 PM (PT - Los Angeles Time) on SEPTEMBER 7, 2018 AND ENDS AT 11:59:59 PM (PT - Los Angeles Time) ON SEPTEMBER 14, 2018 (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 (the "Contest Site") is required to enter the Square Enix Holdings Co., Ltd. "Dragon Quest XI" Contest (the "Contest"). Membership to www.deviantart.com is free. No purchase necessary to enter or win. Only entries from valid DeviantArt 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 September 7, 2018 to be eligible to enter the Contest.
- c. Contest is void where prohibited by law, including but not limited to, Cuba, Iran, North Korea, Sudan, and Syria and any other territory subject to a trade embargo by the United States government.
- d. Entrant must follow the instructions on the Contest Site and submit a written comment on "*Why You Are The Biggest Dragon Quest Fan*" (the "Comment"). Sponsor has no obligation to advise Entrants of an incomplete or otherwise non-compliant Comment.
- e. Entrants are not required to "like" or follow Sponsor or Square Enix 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.
- f. The Comment may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, as determined by DeviantArt (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 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; and, if found to be in violation of these Official Rules, will be disqualified and therefore removed from the Contest Site gallery.

- g. Comments will be deemed to be made by the person whose DeviantArt 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 Comment, 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 Comment. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful maker of the winning Comment, 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 Comment by Sponsor.
- h. ENTRIES MUST BE RECEIVED BY 11:59:59 PM (PT) SEPTEMBER 14, 2018.
- i. Entrants may enter as many Comments as they like, however duplicate entries are not allowed.

2. ENTRANT'S RIGHTS:

- a. during the Promotion Period, and for a period of one (1) year thereafter, Entrant or its legal guardian shall grant Sponsor and Square Enix a worldwide, royalty-free license to display digital or physical copies and/or utilize the Comments on the Contest 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 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 Comment is awarded a Prize, Entrant agrees (i) that Sponsor and/or Square Enix may arrange to have the Comments 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 and Square Enix a worldwide, exclusive, royalty-free license for a period of three (3) years to display digital or physical copies and/or utilize the Comments on the Contest Site, social media, and/or in any other media, setting or location, accessible anywhere in the world, in connection with promotion of the Dragon Quest XI game. Notwithstanding the foregoing, Entrant 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 hereby waives all, and agrees not to assert any, moral rights, and/or similar or equivalent rights, and/or performer's rights, in the Comment, wherever in the world arising at any time.

3. SELECTION OF WINNERS:

Winners will be announced on or about September 14, 2018.



Four (4) Winners will be selected from all eligible and qualified entries by a panel of full-time DeviantArt staff, on or about September 14, 2018. The odds of winning depend on the number and quality of entries received. The finalists will be selected on the basis of:

- a. Knowledge of Dragon Quest XI;
- b. Creativity of the Comment; and
- c. Passion for Dragon Quest XI portrayed in the Comment.

Only one (1) entry per Entrant may be chosen as a finalist. 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 entries that meet the criteria or comply with these Rules or otherwise at Sponsor's sole discretion.

4. PRIZES

Each of the Four (4) Winners will be given (i) one (1) Dragon Quest "Slime" figurine, (ii) a one-year core membership to DeviantArt.com, and (iii) one (1) DeviantArt enamel pin (collectively, the "Prize").

Total ARV of all prizes: three hundred and eighty USD (USD\$ 380). All Prizes will be awarded (assuming sufficient number of entries). No other substitution or transfer of prizes permitted. DeviantArt is responsible only for Prize delivery; DeviantArt is not responsible for prize utility, quality or otherwise. 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.

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 a valid social security number, tax identification number or any other identification details, for tax reporting purposes.

5. ELIGIBILITY:

The Contest open to DeviantArt members who are at least thirteen (13) years old as of September 7, 2018 and reside in jurisdiction where this type of contest is permitted, except employees and volunteers (and their immediate families and members of the same household) of Sponsor, Square Enix, and their respective affiliates, corporate parents or subsidiaries, agents, advertising and promotion agencies and/or any other individuals or corporations. Entrants aged under eighteen (18) 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 DeviantArt under its Terms of Service and Privacy Policy.

6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:

Winners may be required to sign an affidavit of eligibility and, where permitted, a liability and publicity release. Each of the finalists agree to Sponsor's use of his/her user name on DeviantArt, name, voice, likeness, and statements for promotional purposes in connection with use of the Entrant's Comments 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 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 entries received prior to such time.

By participating in this Contest, each Entrant accepts to release and hold harmless Sponsor and R Square Enix Holdings Co., Ltd. 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 Entries and other communications related to the Contest. Sponsor has complete discretion over interpretation of the Official Rules and administration of the Contest.

DeviantArt 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. 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.

10. SPONSOR:

DeviantArt, Inc., 7095 Hollywood Blvd., #788, Hollywood, CA 90028

11. QUESTIONS REGARDING THIS CONTEST:

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

Square Enix Holdings Co., Ltd. is not a Sponsor of the Contest and is not associated with or responsible for the administration of the Contest in any way.

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

By submitting to this contest, you agree that you have read and understand, and agree to be bound by, the above Official Rules.