

## Official Rules for the “Dungeons & Dragons Design Contest 2”

No Purchase Necessary. A Purchase will not Increase Your Chances of Winning.

1. **Eligibility:** The WeLoveFine “Dungeons & Dragons Tee Design Contest” Promotion (the “Promotion”) is open only those who are at least eighteen (18) years of age. Employees of WeLoveFine or other companies associated with the Promotion, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter. The Promotion is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited.
2. **Sponsor and Administrator:** The Promotion is Sponsored by Mighty Fine, 2010 E. 15<sup>th</sup> Street, Los Angeles, California, 90021 (“WeLoveFine”). The Promotion is administered by Mighty Fine (“Administrator”).
3. **Agreement to Official Rules:** By entering the Promotion, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) WeLoveFine’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **Submission Period:** The Promotion begins at 12:01 AM Pacific Time on April 9<sup>th</sup>, 2014 and ends at 11:59 PM Pacific Time on May 7<sup>th</sup>, 2014 (the “Submission Period”). Entries submitted before or after the Submission Period will not be eligible. WeLoveFine’s computer is the official time-keeping device for the Submission Period.
5. **How to Enter:** Applicants may enter the Promotion by submitting an original tee shirt graphic design to WeLoveFine. The tee shirt graphic design must be original, creative and with artistic merit, and designed to showcase the theme of Dungeons & Dragons (the “Design”). Each Design submitted to WeLoveFine, subject to the Official Rules, shall be considered an “Entry”. Each applicant may submit up to five (5) Entries.

Online - In order to submit an Entry, an applicant should go to WeLoveFine’s website, [www.welovefine.com](http://www.welovefine.com), and create an account. Accounts are free to create, and all information submitted is subject to the terms of WeLoveFine’s Privacy Policy located at [www.welovefine.com](http://www.welovefine.com). Upon creating an account, an applicant should go to the page dedicated to the Promotion, hosted at [<http://contest.welovefine.com/contest/78-dungeons-dragons-design-contest>] (the “Site”).

Applicants must upload their Entry through the Site and follow the online directions to submit an Entry. Entries must be in a .JPEG; .GIF or .PNG formats. Once an Entry is uploaded through the Site, it cannot be further modified or changed by the applicant.

## 1. Prizes.

**Grand Prize Winner (1):** One (1) Winner will win One Thousand Dollars Cash (\$1,000.00).

**Judge Picks (4):** Four (4) Judge Pick Winners will be chosen and each winner will receive Three Hundred Dollars Cash (\$300.00).

\*All winning designs will be put into consideration for printing (Subject to Wizards of the Coast Approval)

\*All winning artists will be put into consideration to be part of the Mighty Fine Artists Program. ("MFA")

\*Prize is the winner's payment for the design. No commission / royalty will be paid to the artist per shirt / item sold.

1. Content Requirements: Your Entry must not: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be obscene or indecent; (e) depict any risky behavior, as determined by WeLoveFine in its sole discretion; or (f) contain any third party trademarks or logos.
2. Entrant's Representations and Warranties: By submitting an Entry, you represent and warrant that: (a) the Entry is an original work created solely by you; (b) you own all rights to the Entry; (c) to the extent the Entry depicts any individual, you are the individual pictured in the submission, or, alternatively, that you have obtained written permission from each person appearing in the Entry to grant the rights to WeLoveFine described in the "WeLoveFine's Rights to Entries" section below, and can make written copies of such permissions available to WeLoveFine upon request; and (d) the Entry complies with all requirements of these Official Rules.
3. WeLoveFine's Rights to Entries: By participating, you: (a) assign or agree to assign WeLoveFine all right, title and interest in and to Wizards of the Coast or its deignee Entry and the Design that is incorporated into the Entry, including WeLoveFine's right to modify, amend or otherwise change the Entry, and you agree to execute any documents necessary to effect assignment of the Entry to WeLoveFine, all throughout the universe for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude WeLoveFine's use of your Entry, or require any further permission for WeLoveFine to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action,

claim, or lawsuit against WeLoveFine or Hasbro, Inc. on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights. Entrant agrees that WeLoveFine and Hasbro, Inc. as the irrevocable attorney to these rights and file documents. Entrant must provide reasonable support to perfect such rights and defend lawsuits.

1. **Winning:** WeLoveFine shall award the Prizes as they are determined, based on the Official Rules. The “Rating Period” of the Promotion will begin at 12:01 AM Pacific Time on May 21<sup>st</sup>, 2014 and will end at 11:59 PM Pacific Time on June 18<sup>th</sup>, 2014. During the Rating Period, all eligible Entries will be displayed on WeLoveFine’s website, and anyone with a registered account on WeLoveFine’s website will be able to submit one (1) rating per entered Design. In the event WeLoveFine, in its sole and absolute discretion, believes that any website users are registering multiple accounts and/or using multiple email addresses for the purpose of submitting additional ratings, WeLoveFine has the right to discount such ratings.

The “Judging Period” of the Promotion will begin at 12:01 AM Pacific Time on June 19<sup>th</sup>, 2014 and shall continue until 11:59 PM Pacific Time on June 26<sup>th</sup>, 2014. During the Judging Period, WeLoveFine and its partners shall review the eligible Entries to determine the potential winners. WeLoveFine and its partners may take into account the outcome of the Rating Period, the creativity, originality and the artistic merit of the Entries. All decisions regarding the potential winners shall be in WeLoveFine’s sole and absolute discretion.

Within a reasonable time after the conclusion of the Judging Period, WeLoveFine may post the potential winners and/or winners on WeLoveFine’s website, [www.welovefine.com](http://www.welovefine.com).

There is a limit of five (5) Entries per person.

In order to be eligible to win a Prize, the potential winners must provide WeLoveFine with all necessary information, including but not limited to tax identification information necessary for WeLoveFine to issue a 1099. **THE VALUE OF THE PRIZES WILL BE TREATED AS A WORK FOR HIRE AND THE WINNER WILL BE RESPONSIBLE FOR PAYMENT AND REPORTING OF ALL APPLICABLE TAXES. CONSULT WITH YOUR TAX ADVISOR.**

There are no substitutions on the Prizes. If the prize is not available for any reason, as determined by WeLoveFine in its sole discretion – it can be replaced with a prize of equal value. Any prize details not specified above will be determined by WeLoveFine in its sole discretion. A prize may not be transferred and must be accepted as awarded. WeLoveFine is not responsible for damaged prizes.

1. **Notification and Requirements of Potential Winners:** WeLoveFine will attempt to notify potential winners within five (5) business days of the date of selection. If a potential

winner does not respond within five (5) business days after the notice is sent, WeLoveFine will select an alternate potential winner in his/her place according to the procedures set forth above. Only three (3) alternate potential winners will be contacted; thereafter, any unclaimed prize will not be awarded. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, a liability/publicity release, and a release in which he/she irrevocably assigns and transfers to WeLoveFine any and all rights, title, and interest in Entry, including, without limitation, all copyrights and trademark rights, and waives all moral rights in the Entry. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place according to the procedures set forth above. Only three (3) alternate potential winners may be contacted.

2. **General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, WeLoveFine may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes based on the time stamp submitted posts at the time of the impairment. WeLoveFine reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the submission process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, WeLoveFine reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by WeLoveFine to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to WeLoveFine by mail shall not be deemed proof of receipt of that communication by WeLoveFine. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited. If for any reason the Promotion is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of WeLoveFine that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, WeLoveFine reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Promotion. In such event, no prizes will be awarded.
3. **Release and Limitations of Liability:** By participating in the Promotion, you agree to release and hold harmless WeLoveFine, Mighty Fine, Hasbro, Inc. and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human

intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

4. Privacy and Publicity: Any information you submit as part of the Promotion will be used for purposes of this Promotion and treated in accordance with WeLoveFine's Privacy Policy. Except where prohibited, participation in the Promotion constitutes an entrant's consent to WeLoveFine's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
5. Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of WeLoveFine in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

AFFIDAVIT OF ELIGIBILITY, LIABILITY AND PUBLICITY RELEASE

DUNGEONS & DRAGONS TEE DESIGN CONTEST

I, \_\_\_\_\_, hereby state:

1. I am at least eighteen (18) years of age.
  
  
  
  
  
  
  
  
  
  
1. Neither I nor any of my immediate family or household members is employed by Mighty Fine (the "WeLoveFine") nor by any other company associated with the Dungeons & Dragons Design Contest 2 (the "Promotion").

1. I represent that I have complied with, and will continue to comply with, the Official Rules of the Promotion (attached hereto) and that I have perpetrated no fraud or deception in entering the Promotion or in claiming the any prize.
  
1. I understand that I am responsible for any taxes, costs, and expenses not specifically described as being part of the prize in the Official Rules.
  
1. I agree to release and hold harmless the WeLoveFine, Hasbro, Inc. and each of their respective affiliates, employees, directors, shareholders, officers and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to any injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from my participation in the Promotion or receipt of any prize.
  
1. I, unless prohibited by law, grant to the WeLoveFine the absolute right and permission to use my name, address, likeness, voice, or opinions in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. I understand that I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of my name, address, likeness, voice, or opinions.
  
1. I assign, or/and agree to assign, WeLoveFine all right, title and interest in and to the Design and the Entry, as such terms are defined in the Official Rules, including all trade dress, copyright, trademark and other intellectual property rights. Such assignment shall include WeLoveFine's unlimited ability to modify, amend or change the Entry and/or assign or license its rights in and to the Design and/or Entry.
  
1. I understand that if any statement I make in this Affidavit/Release is false, I will immediately return the prize or the approximate retail value of the prize to the WeLoveFine upon the WeLoveFine's request.

1. I understand and agree that this is a complete release and discharge of all claims and rights I may have against the Released Parties and that no action will be taken by or on behalf of myself with respect to any such rights. I understand that this release shall be binding upon my heirs, executors, executors, successors, and assigns.

Signature:

Name:

Address:

Telephone: