

RIPPAVERSE FAN ART CONTEST (“CONTEST”)

Official Rules and Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS AND A VALID E-MAIL ADDRESS TO PARTICIPATE.

By participating in the Contest, You (“You” or “Entrant”) agree to the following terms and conditions (“Terms”):

- 1. SPONSOR:** On behalf of Rippaverse, July & Rippa, LLC (“Sponsor”) will be the sponsor and administrator of this Contest.
- 2. ELIGIBILITY:** The Contest is open only to legal residents of the 50 United States, and Washington, D.C. who are at least eighteen (18) years of age (or age of majority in their jurisdiction of residence, whichever is older). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor or any organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest and/or their respective parent, subsidiary, affiliated, and successor companies (collectively, the “**Promotion Entities**”), and immediate family and household members of such individuals, are not eligible to enter. “**Immediate family members**” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “**Household members**” shall mean people who share the same residence at least three (3) months a year, whether related or not.
- 3. CONTEST ENTRY:** In order to enter the Contest, every individual participant/Entrant must meet the applicable eligibility requirements. Each eligible entry (“**Entry**” or “**Entries**”) must be submitted by 12:00pm CST on October 7th. (“**Entry Period**”). No late submissions will be accepted.

To enter during the Entry Period, you must create and submit artwork “**Rippaverse Art**”. Rippaverse Art is considered a drawing, painting, 3-D design, or other artistic image inspired in some way by: (a) Rippaverse character or (b) ISOM # 1 (each a “**Theme**”).

If anyone other than you assists in development or creation of the Entry, you must obtain their prior consent. In particular, you must make them aware that they (a) will be included in the Entry with the understanding that you will submit the Entry as a Contest entry; (b) make them aware that they and their Entry will be governed by these Terms; and (c) include the persons name and place of residence in conjunction with the submission of the Entry. If they are minors in their jurisdiction of residence, the consent must be provided by their parent/legal guardian.

BY SUBMITTING AN ENTRY CONTAINING YOUR RIPPAVERSE ART IN THIS CONTEST, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES AND TERMS AND CONDITIONS. DO NOT SUBMIT WITHOUT FIRST REVIEWING THESE OFFICIAL RULES AND TERMS AND CONDITIONS.

- 4. RIPPAVERSE IP:** Entrant acknowledges and agrees that any characters, concepts, designs, storylines, text, drawings, and any other creative works, including but not limited to any works

appearing in any Rippaverse website, books, videos, or images, or otherwise any public or non-public work of authorship from which any Entry is derived (“**Rippaverse IP**”) is the sole and exclusive property of Sponsor. Entrant further agrees and acknowledges that this Contest does not waive any rights, including those sounding in copyright, trademark, or otherwise held by Sponsor, including but not limited to the right to enforce any Rippaverse IP against the Entrant for any unauthorized display, reproduction, or creation of works derived from Rippaverse IP of any Rippaverse Art that is not submitted as part of the Contest and Entries that are otherwise in violation of these Terms or used for any purpose other than the Contest.

- 5. INCOMPLETE ENTRY:** (*e.g.*, posting an image of your Rippaverse Art, which is not themed to Rippaverse characters or ISOM #1).

The submitted Rippaverse Art must be created for the sole purpose of this Contest and must be submitted by you the Entrant. **Re-posts will not be accepted.** Once posted by Entrant, it cannot be edited, augmented or modified by Entrant. Only limited use of photo-editing software is permitted.

Entry must be created for the sole purpose of this Contest (**DO NOT COPY OTHERS’ WORKS, IN WHOLE OR IN PART. YOU MUST OTHERWISE COMPLY WITH THE CONTENT GUIDELINES BELOW AND OTHER TERMS HEREIN**). Do NOT include personal information (*e.g.*, your name, e-mail address, or phone number) in the Entry itself. If the Entry contains personal information, it is your sole responsibility to remove all such personal information from the Entry (and, if applicable, the comment) before uploading the Entry (and, if applicable, the comment) for the Contest.

LIMIT ONE (1) ENTRY PER PERSON.

Entries must be manually key-stroked by the Entrant. Use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited. Entries that do not conform to or that violate these Official Rules and Terms and Conditions or are submitted in any manner other than stated in these Official Rules and Terms and Conditions will be disqualified. Sponsor will not be responsible for late, lost, incomplete, or misdirected entries or for technological, network, programming, or electronic error/failure/malfunction of any kind (including the operation of the functionality of the Rippaverse website that prevents Sponsor from accessing and properly viewing posted entries). Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest. While receipt of Entry may be acknowledged, this does not constitute any representation of eligibility for the Contest nor is it otherwise binding upon Sponsor. All Entries must be submitted via the Rippaverse website in their entirety prior to the conclusion of the Entry Period. By entering this Contest, Entrant agrees to these Official Rules and Terms and Conditions and the decisions of the Sponsor, which are binding and final in all matters relating to this Contest.

By submitting an Entry, Entrant gives permission (and warrants and represents that the Entrant has obtained all rights necessary to give such permission and grant the license herein described, including from the third-party artist, writer, photographer and/or other persons involved in the creation and development of the Entry, as applicable) to Sponsor and its designees.

Entrant hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (“License”) to use Entrant’s Entry, photo, name, likeness, and all other information about the Entrant contained in the Entry, as well as the right to use the Entry, photo, name, likeness,

and all other information about any other persons involved in the creation and development of the Entry (as applicable), on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use Entrant's photo/image, name, likeness, and all other information about Entrant or other persons in the Entry, and make derivative works therefrom, and use Entrant's Entry without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, Sponsor and its designees' products and services, and otherwise, as stated in these Official Rules and Terms and Conditions (as solely determined by Sponsor and its designees).

- 6. ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES:** Follow the instructions below to create your Entry. Entries should adhere to all specifications included in these Terms. Any Entry that fails to meet the specifications in these Terms may be disqualified, as determined by Sponsor in its sole discretion. All Entries must be received during the Entry Period.

FOR ALL POSTED ENTRIES/IMAGES, THE ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SUCH POSTED IMAGES.

7. CONTEST ENTRY REQUIREMENTS/LIMITATIONS:

- a. The Entry must be authorized. This means that you must have the legal right and permissions necessary to submit the Entry into the Contest. By submitting the Entry, Entrant hereby represents that you have all rights necessary to submit the Entry, distribute the Entry on the Rippaverse website, and to grant to Sponsor the rights set forth herein.
- b. You must have the consent of any person who was involved in the creation and development of the Entry, granting you the right to include such person in the Entry and consenting to the Entry and use of the Entry in the Contest and to the Entry's use as set forth herein.
- c. Any person who appears in your Entry must not be an employee of Sponsor nor a household member or immediate family member of an employee of Sponsor.
- d. With the exception of any Rippaverse IP, the Entry must be your original work and must not infringe the copyright, trademark, privacy, publicity, or any other intellectual property right of any person or entity.
- e. The Entry must meet all specifications set forth by Sponsor in these Official Rules and Terms and Conditions, including, without limitation, duration, standards and practices requirements, and any other specifications.
- f. The Rippaverse Art Entry must be static and should not be animated (i.e., no movement).
- g. The Entry must be suitable for public presentation. Entry must not contain any inappropriate content, including but not limited to material that is (or promotes activities that are) abusive, harassing, threatening, an invasion of a right of privacy of another person,

bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation, or age), violent (*e.g.*, relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane, offensive, political/controversial, or otherwise objectionable as determined by Sponsor in its sole discretion; must not contain material that is (or promote activities that are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including but not limited to Entries that are, or represent an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful. The Entry must not violate these Rules.

- h. You represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Entry; (ii) you have the full and exclusive right, power, and authority to submit the Entry to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Entry have previously been granted to any person, firm, corporation, or other entity or otherwise exercised or exploited; (iv) the Entry has not been submitted for any other contests and it has not won any previous awards or prizes; and (v) the full use of the Entry or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), trademark, or tradename, constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.
- i. If Sponsor believes that the Entry does not comply with these Terms or that the Entry potentially or actually infringes upon the copyright or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify and to remove the Entry at any time. Sponsor's decisions regarding the Entries are final and binding and not subject to challenge or appeal.

8. JUDGING (WINNER DETERMINATION): Three (3) winners will be selected from among all eligible Entries received during the Entry Period through the following judging process described below.

- a. Entrants understand and agree that the results of the Judging is in all cases confidential and proprietary information of Sponsor and, as such, will not be disclosed.
- b. All Judges' decisions are final and binding in all matters relating to this Contest. Each entrant acknowledges that other entrants may have created ideas and concepts that may have familiarities or similarities to his/her Entry and agrees that he/she will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it by outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry and that Sponsor shall have no liability to entrant or any third party in conjunction therewith; and Sponsor does not have any duty of confidentiality or other fiduciary duty to entrant relative to the entry/image.

9. WINNER NOTIFICATION PROCESS: On or about 14 business days following the conclusion of the Entry Period, winners will be notified by email (“**Notification**”). Sponsor disclaims any liability due to message not being timely received (or received at all) by a winner regardless of cause. The Notification will request that the winner e-mail the Sponsor at the specified e-mail address with specific personal information (*e.g.*, full name, complete mailing address, and phone number as applicable). Failure to respond to the initial verification notice within twenty-four (24) hours after notification or return of message as undeliverable after one (1) attempt will result in disqualification and an alternate winner may be selected.

The winners may be required to complete, sign and return within three (3) calendar days of date of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification and Publicity Release (“**Affidavit**”). Any individuals other than entrant appearing in Entry must also complete a Liability Release and Publicity Release (“**Participant Release**”) within the same timeframe.

At the sole discretion of the Sponsor, disqualification and the selection of an alternate winner may result from any of the following, without limitation: **[a]** potential winner’s failure to respond to Notification within twenty-four (24) hours after its transmission; **[b]** the return of a Notification as undeliverable after one (1) attempt; **[c]** potential winner’s failure to execute and return the Affidavit and Participant Release(s) (if and as applicable) within three (3) calendar days of date of transmission; **[d]** potential winner’s failure to provide Sponsor with satisfactory proof of eligibility; and **[e]** any other non-compliance with these Rules. In the event of a disqualification, an alternate winner may be chosen as per above, in Sponsor’s sole discretion.

In the event of a dispute as to the identity of a winner based on the e-mail address, the associated Entry will be declared made by the authorized account holder of the e-mail address used to enter the Contest. For purposes of these Terms, “**Authorized Account Holder**” is defined as the natural person who is assigned to an e-mail address by an internet access provider, online service provider or other organization (*e.g.*, business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

10. PRIZES:

There will be three (3) winners.

1ST Place: Signed Cover A and B; Concept Art Book, Trading Cards, both posters, and a \$1,000.00 USD paid cover commission for pin up or cover.

2ND Place: Signed Cover A and B; Concept Art Book, Trading Cards, and both posters.

3RD Place: Signed Cover A and B; Concept Art Book, Trading Cards, and both posters.

LIMIT: ONE (1) PRIZE PER PERSON/FAMILY/HOUSEHOLD. Prizes will only be delivered to a street address in the fifty (50) United States or Washington, D.C. Exact items to be determined by Sponsor in its sole discretion. Prizes are not redeemable for cash or transferable. No substitutions allowed, except Sponsor reserves the right to substitute prize or portions thereof with a prize of equal or greater value if an element listed or any portion thereof is unavailable for any reason. Prize elements may not be separated. All Prizes will be awarded provided a sufficient number of eligible entries are received for such Entry Period. All federal, state, local and other taxes are the sole responsibility of each Winner.

11. CONDITIONS AND LIMITATIONS OF LIABILITY: By participating in this Contest, Entrant agrees to release and hold harmless Sponsor, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns (collectively, the “**Released Parties**”) from any and all actions, claims, injury, loss, or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, receipt, possession or use/misuse of any Prize. By entering, entrants also authorize the Sponsor and its designees to use his/her Entry, name, voice, likeness, photograph, Prize information (if applicable), biographical data and city and state of residence in programming, advertising and/or promotional material on a winners’ list (if applicable) without compensation to the extent permitted by law. Sponsor is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Sponsor’s sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor.

Winner’s submission of an Entry to the Contest constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of a Prize (“**Fulfillment Film**”), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law. Sponsor’s use of the Fulfillment Film will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals, or license fees. Sponsor shall have the right to make such changes to the Fulfillment Film and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Contest in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized human intervention, fraud or technical failures, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, epidemic/pandemic, acts of terrorism, or other matters beyond the Sponsor’s reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Contest, who tampers with the entry process, and to terminate, modify or suspend the Contest. In such event, Sponsor reserves the right to conduct the Contest and award the Prizes of the Contest, in a manner which is fair, appropriate and consistent with these Official Rules and Terms and Conditions, as determined by Sponsor in its sole discretion. The Released Parties are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: human errors, errors in the advertising, Terms, selection and announcement of the winners and distribution of the Prizes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or

participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer or mobile device related to or resulting from participation in or downloading any materials from this Contest. Failure of Sponsor to enforce any provision of these Official Rules and Terms and Conditions shall not constitute the waiver of such provision.

Persons entering the Contest further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE CONTEST, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 12. DISPUTES:** To the fullest extent permitted by law, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the awarding of any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas or Texas State court situated in Dallas County, Texas; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules and Terms and Conditions, or the rights and obligations of the entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.
- 13. WINNERS' LIST:** For the names of the winners, send an email to contact@ericdjuly.com with "Rippaverse Art Contest Winners" in the subject line, for receipt no later than October 31, 2022 at 12:00 pm CST.
- 14. MODIFICATION OF TERMS AND CONDITIONS:** Sponsor reserves the right to modify, cancel or otherwise change these Official Rules and Terms and Conditions, the eligibility requirements, Prize(s), and any other Contest requirements, rules or processes without notice at any time and from time to time at its sole and exclusive discretion.
- 15. OWNERSHIP OF ENTRY; ASSIGNMENT OF RIGHTS:** In consideration for the opportunity to participate in the Contest and be considered for the Prize, all Entrants, whether Eligible or not, hereby grant, assign, and irrevocably transfer all rights, including rights of copyright, in, such items, and the Sponsor shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the Entry. Entrant shall give the Sponsor or its designees all assistance reasonably required to perfect such rights.

To the fullest extent allowed by law, Entrant irrevocably waives all moral rights and other equitable or common law rights to the intellectual property granted or assigned to Sponsor under this Section. Furthermore, to the fullest extent allowed by law, Entrant hereby waives, and otherwise assigns to

Sponsor, all rights provided under 17 U.S.C. § 203 with respect to the intellectual property granted or assigned to Sponsor under this Section. If for any reason, including incapacity, Sponsor is unable to secure Entrant's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights, Entrant hereby designates the Sponsor as Entrant's attorney-in-fact and agent, solely and exclusively to act for and on Entrant's behalf to execute and file such documents with the same legal force and effect as if executed by Entrant and for no other purpose.

16. You understand and agree that all Entries and submissions will become the sole property of Sponsor and will not be returned to Entrant. All rights to any Submission will be retained by Sponsor without: (i) expectation by any Entrant of any other consideration; (ii) any restrictions on the use thereof by any Entrant.

17. SEVERANCE: If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

By participating in this Contest, You represent that You: (i) have read and understand these Official Rules and Terms and Conditions and any terms contained on the Rippaverse website; and (ii) agree to abide by these Terms. If you do not agree with these Terms, you may not participate in the Contest.