

“Guild Wars 2 Guild Emblem” Contest 2015

Official Rules

NO PURCHASE OR PAYMENT NECESSARY.

Eligibility: “Guild Wars 2 Guild Emblem Contest” (“Contest”) is open to legal residents of the fifty (50) United States (including District of Columbia), Canada (excluding Quebec), Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom, who are at least eighteen (18) years or age of majority in their jurisdiction of residence, whichever is older, at the time of entry. Void in Guam, the U.S. Virgin Islands, and other U.S. territories and possessions, Quebec and any jurisdiction not listed above and where prohibited by law. Employees, volunteers, and moderators of ArenaNet, LLC., NC Interactive, Inc., NCSOFT Europe Ltd., and NCSOFT Corporation (collectively, “Sponsors”), and each of their respective parent companies, affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and members of the immediate families (defined as parents, children, siblings and spouse, regardless of where they reside) or households of such individuals, whether or not related, are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes Contestant’s full and unconditional agreement to these Official Rules and Sponsors’ decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Contest Period: The Contest begins on June the 26th, 2015 at 09:00 a.m. Pacific Time (“PT”) and ends on August the 1st, 2015 at 09:00 a.m. PT (“Contest Period”). Sponsors’ computer is the official time keeping device for this Contest.

How to Enter: During the Contest Period, to enter, create an original digital *Guild Wars 2* themed Guild Emblem (“Emblem”) following the guidelines and templates provided on <https://d3b4yo2b5lbfy.cloudfront.net/contests/GW2-Guild-Emblem-Contest--Templates-and-Guidelines.zip>. Once the Guild Emblem is created using one of the two options below, Contestant must upload the image(s) to <http://ow.ly/OeqHr>.

Format Option #1 (Photoshop .PSD)

For this option, you are required to upload to <http://ow.ly/OeqHr> a .zip file containing the Guild Emblem .PSD file created.

- The .psd file name must consist of the Contestant’s in-game display name, without numbers or spaces. Example: a Contestant with the in-game display name of RytlockBrimstone.1234 would use RytlockBrimstone.psd as the file name. If the Contestant does not own a *Guild Wars 2* game account, Contestant would name the file using his/her first name and surname.
 - Image must be 1024x1024 pixels, use the .PSD format, and respect the safe zones template provided in the guidelines document.
 - Guild Emblem art is comprised of two parts, see guidelines provided.
 - Use only grayscale to paint the two parts of your Emblem design.
 - Colors and textures are optional and don’t replace the grayscale version.

Format Option #2 (D.I.Y: Do It Yourself)

For this option, you are required to upload on <http://ow.ly/OeqHr> a .zip file containing the 3 .JPG or .PNG images that comprise the full guild emblem design:

- The Emblem Design picture – 1 file with combined artwork in grayscale
- The Color Mask 1 picture – 1 black & white file describing the first color
- The Color Mask 2 picture – 1 black & white file describing the second color

(The colored version of the emblem is optional and can be added in the .ZIP file but does not replace any of the files above).

For Format Option #2, the following applies:

- The files must be named using the Contestant's in-game display name without numbers or spaces. Example: a Contestant with the in-game display name of RytlockBrimstone.1234 would use RytlockBrimstone.JPG or RytlockBrimstone.PNG as the file name. If the Contestant does not own a *Guild Wars 2* game account, Contestant would name the file using his/her first name and surname.
- Images must be 1024x1024 pixels, use the .JPG or .PNG format, and respect the safe zones template provided in the guidelines document.
- Guild Emblem art is comprised of two parts, see guidelines provided.
 - Use only grayscale to paint the two parts of your Emblem design.
 - Colors and textures are optional and don't replace the grayscale version.

Entry Instructions

To submit an entry to <http://ow.ly/OeqHr> using either Format Option #1 or Format Option #2, Contestants will provide an in-game display name including the numbers (Example: Name.1234). If the Contestant does not own a *Guild Wars 2* game account, Contestant will enter using his/her first name and surname. Entries also require a contact e-mail address (which may be different from the e-mail address associated with the *Guild Wars 2* game account), and the name of the country of residence of the Contestant. Failure to fulfill these instructions will render the entry void.

No more than two (2) entries per Contestant are permitted. Any entry submitted by a Contestant must be substantially different (as determined by Sponsors) than any other entry submitted by same Contestant. If a Contestant enters a second emblem, the name should include the word "Second" in the entry, such as RytlockBrimstoneSecondMask2.JPG). No automated entry devices and/or programs are permitted; all such entries will be void.

Submissions will be void if entries do not follow the criteria above, the Emblem Restrictions below or if entry does not otherwise comply with these Official Rules.

Each entry must be the original digital version of the Emblem.

Emblems Restrictions: Emblems may not contain, as determined by the Sponsors, in their sole discretion, any content that:

- is not *Guild Wars 2* themed;
- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Emblems;
- contains the name, trademarks, logos or images for any of Sponsors' competitors or their products or services;
- defames, misrepresents or contains disparaging remarks about Sponsors or their products or services, other people or companies;
- contains trademarks, logos, or trade dress owned by others (with the exception of *Guild War* and *Guild War 2* assets that have generally been made available pursuant to, and subject to, ArenaNet's Terms of Use located at

<https://www.guildwars2.com/en/legal/guild-wars-2-content-terms-of-use/>), without permission, to the extent permission is necessary;

- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will with to which Sponsors wishes to associate; and/or
- violates any law.

Sponsors reserve the right to allow for minor fluctuations from these Official Rules, based on clear intent to comply with these Official Rules, as determined by Sponsors in their sole discretion.

Emblem must be the original work of the Contestant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Emblem contains any material or elements that are not owned by the Contestant (with the exception of *Guild War* and *Guild War 2* assets that have generally been made available pursuant to, and subject to, ArenaNet's Terms of Use located at <https://www.guildwars2.com/en/legal/guild-wars-2-content-terms-of-use/>), and/or which are subject to the rights of third parties, the Contestant is responsible for obtaining, prior to submission of the Emblem, any and all releases and consents necessary to permit the use and exhibition of the Emblem by Sponsors in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Emblem. Sponsors reserve the right to request proof of these permissions in a form acceptable to Sponsors from any Contestant at any time. Failure to provide such proof, if requested, may render the entry null and void. By submitting an Emblem, Contestant warrants and represents that he/she and any persons appearing or identifiable in the Emblem consent to the submission and use of the Emblem in the Contest and to their use as otherwise set forth herein.

By submitting an Emblem, Contestant hereby grants permission for the Emblem to be posted on Sponsors' websites and social media pages and to otherwise be used as set forth below. Contestant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Emblem by third parties. Released Parties do not guarantee the posting of any Emblem. Sponsors, in their sole discretion, may disqualify, take down and/or not post an Emblem if they determine, in their sole discretion, that the Emblem fails to conform to these Official Rules in any way or otherwise contains unacceptable content, as determined by Sponsors, in their sole discretion. Released Parties (as defined below) are not responsible for late, illegible, incomplete, inaccurate, damaged, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced entries, Emblems, links or emails, or for Emblems that are tampered with in any way or submitted in any manner which subverts the entry process; all of which will be void.

Grant of Rights to Use Emblem: Each Contestant agrees and hereby grants to Sponsors and their successors, licensees and assigns an unlimited, perpetual, irrevocable, assignable, royalty-free, fully paid-up license to reproduce, distribute, perform, create derivative works of, edit, alter, display, exhibit, combine with other materials, exploit and otherwise use the Emblems, and all elements embodied therein, along with Contestant's name, biographical information and image or likeness, in whole or in part, in any manner and in any and all media now known or hereafter devised throughout the universe for any purpose whatsoever, including, without limitation, for commercial purposes, without

compensation or notification to, or permission from, Contestant or any third party and hereby waives any moral rights in the Emblems. Without limiting the foregoing, Contestant understands and agrees that if Emblem is used by Sponsors that Contestant shall not receive any compensation from such use. Sponsors have no obligation to make use of the rights granted herein. **CONTESTANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE RIGHTS TO SPONSORS SET FORTH HEREIN.**

Winner Selection: Five (5) potential winners will be selected from all eligible Emblems received by a panel of judges composed of ArenaNet staff members and based on the following equally-weighted judging criteria: creativity, style, and originality. In the event of a tie, an additional tie-breaking judge will determine the winner(s) from among those tied using the judging criteria set forth herein. Sponsors reserve the right to not award all prizes if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Emblems. All decisions of the Sponsors and judges are final and binding. Sponsors will not reveal the judging scores for any entry.

Potential Winner Notification and Verification: Potential winners will be notified by e-mail and will be required to sign and return, where legal, an Affidavit (or Declaration) of Eligibility and Liability/Publicity Release ("Affidavit/Release") within five (5) days of date of prize notification. If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these rules and requirements, such prize will be forfeited and, at Sponsors' discretion, a runner-up will be notified. Upon prize forfeiture, no compensation will be given.

Prizes: 1st place (1): Prize includes the integration into the game of the Guild Emblem entry, one (1) code for 2000 gems, one (1) Heart of Thorns T-Shirt, one (1) Heart of Thorns lanyard, one (1) *Guild Wars 2* signed artbook, one (1) Mist Herald Back Item Skin Set. Approximate Retail Value ("ARV"): US\$70. **2nd place (2):** Prize includes the integration into the game of the Guild Emblem entry, one (1) code for 1200 gems, one (1) Heart of Thorns T-Shirt, one (1) Heart of Thorns lanyard, one (1) *Guild Wars 2* artbook, one (1) Mist Herald Back Item Skin Set. ARV: US\$60. **3rd place (3):** Prize includes the integration into the game of the Guild Emblem entry, one (1) code for 800 gems, one (1) Heart of Thorns T-Shirt, one (1) Heart of Thorns lanyard, one (1) *Guild Wars 2* artbook, one (1) Mist Herald Back Item Skin Set. ARV: US\$55. **4th place (4):** Prize includes the integration into the game of the Guild Emblem entry, one (1) Heart of Thorns T-Shirt, one (1) Heart of Thorns lanyard, one (1) Mist Herald Back Item Skin Set. ARV: US\$40. **5th place (5):** Prize includes the integration into the game of the Guild Emblem entry, one (1) Heart of Thorns T-Shirt, one (1) Heart of Thorns lanyard, one (1) Mist Herald Back Item Skin Set. ARV: US\$20. Total ARV of all prizes: US\$245.

Use of gems are subject to the terms and conditions set forth in the game. The design of the final Guild Emblem that is implemented into the game may vary from the entry submitted by the winning Contestant(s). Sponsors reserve the right to modify the selected entries as needed to comply with brand and art considerations at Sponsor's sole discretion.

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied. Prizes are non-transferable. No substitutions or cash redemptions. Sponsors reserve the right to substitute a prize (or portion thereof) of comparable or greater value, in their sole discretion. All costs and expenses associated with prize acceptance and use not specified herein as being provided are the responsibility of winners. Federal, state and local taxes (including, without limitation, income and withholding taxes), if any, are the sole responsibility of the winners. Limit one (1) prize per person/email address for the entire Contest. All prize details are at Sponsors' sole discretion.

Publicity: Except where prohibited by law, participation in the Contest constitutes Contestant's consent to Sponsors' and their respective agents' or designees' use of Contestant's name, likeness, photograph, voice, opinions and/or hometown and state/province for advertising, promotional and other

purposes in any and all media, now or hereafter devised, in any manner, worldwide in perpetuity, without further payment or consideration, notification or permission.

Release: By entering, each Contestant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors which are binding and final in all matters relating to this Contest; and (b) release, indemnify and hold harmless the Sponsors, and each of their respective parent companies, affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents, successors, assigns, and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to participation in the Contest, acceptance or use or misuse of any prize.

General Conditions: Sponsors reserve the right to cancel, suspend and/or modify the Contest, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsors in their sole discretion. If terminated, Sponsors may, at their discretion, award the prizes from among all non-suspect, eligible Emblems received up to the time of such action using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsors. Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages (including, without limitation attorneys’ fees) and other remedies from any such person to the fullest extent permitted by law. Sponsors’ failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the Contestant and he/she must comply with these rules. The “authorized account holder” is the natural person assigned 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 address. Potential winners may be required to show proof of being the authorized account holder.

Limitations of Liability: Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Contestants, printing, typographical errors or by any of the equipment or programming associated with or utilized in the Contest; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the judging of Emblems, the announcement of the prizes, or in any Contest-related materials; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant’s participation in the Contest or receipt or use or misuse of any prize.

Disputes: Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action with ArenaNet, LLC., NC Interactive, Inc., NCSOFT Europe Ltd., and NCSOFT Corporation, and each of their respective parent companies, affiliates, subsidiaries, or representatives; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or

any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Washington State Court; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will Contestant be permitted to obtain attorneys' fees or other legal costs; and (d) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

Contestant's Personal Information: Information collected from Contestants is subject to the Sponsors' Privacy Policy which is available at <https://www.guildwars2.com/en/legal>.

Winners List: The winners of this Contest will be posted on www.guildwars2.com on or around the 24th of August, 2015. A list of winners can also be obtained by sending a self-addressed stamped envelope to "Guild Wars 2 Guild Emblem Contest 2015;" ArenaNet; 3180 139th Avenue SE, Suite 500; Bellevue, Washington 98005 USA, for receipt by no later than January 31, 2016.

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