

## H1Z1 Survivor Radio Contest

Participation constitutes Contestant's full and unconditional agreement to and acceptance of these Official Rules.

**1. Contest Description:** The Daybreak Game Company LLC ("Daybreak") H1Z1 Survivor Radio Contest ("Contest") asks you to write a script or scene idea for a survivor radio style story appropriate for the H1Z1 team to recreate on an H1Z1: Just Survive livestream. The Contest begins at 12:00 p.m. PST on February 12, 2016 and ends as of 12:00 p.m. PST on February 21, 2015 ("Contest Period"). Contest is sponsored by Daybreak Game Company LLC, 15051 Avenue of Science, San Diego, CA 92128 ("Sponsor"). Submissions entered via the Votigo application are administered in part by Votigo, Inc. ("Votigo"). A Submission submitted before or after Contest Period will not be judged. Winner(s) will be notified on or about February 23, 2016. Promotions are in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. Any information that you provide is being collected by Votigo or Daybreak and will not be provided to Facebook. Votigo may provide your information to Sponsor for winner selection and prize fulfillment purposes, and if you opt-in to receive Daybreak news and updates, for marketing purposes.

**2. Eligibility:** Contest is open to natural persons legally residing in the United States who are over 18 years old and have a Daybreak account in good standing ("Contestant"). Contest may only be entered from and in eligible jurisdictions (**void where prohibited**). Employees, officers, directors, and agents of Sponsor, its parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the Contest. All federal, state, and local laws and regulations apply. Only the original author who created the Submission may enter or win. In the event of a dispute as to authorship, Sponsor reserves the right to disqualify any Contestant. Sponsor's decisions are final.

**3. How to Enter:** During the Contest Period, Contestants write a script or scene idea for an H1Z1 Just Survive survivor radio style story appropriate for the H1Z1 team to recreate on a livestream ("Submission"). Enter your Submission into the Contest here: <http://daybreakgames.votigo.com/fbcontests/profiletab/Survivor-Radio-Your-Survivor-Story>. Daybreak may, but is not obligated to, perform Submissions or winning Submissions on an upcoming H1Z1: Just Survive livestream.

You may only enter one Submission.

#### **4. Submission Requirements:**

- Each Submission must be original to you and must not contain materials that are the intellectual property of any person or entity other than the Sponsor
- Content of the Submission must comply with Daybreak's Terms of Service and the EULA
- Submission must be less than 2500 characters in length

Sponsor reserves the right to reject any Submission that it determines, in its sole discretion, does not meet the criteria, does not reflect the Sponsor brand image, or is inappropriate.

**5. Information Provided to Enter:** Votigo will share the information that you provide through the Contest entry to Sponsor for the purposes of Sponsor administering the Contest. Information that you provide to enter the Contest, such as your first name, last name, email address, and birthday, will only be used for the purposes of administering the Contest and contacting you to determine eligibility or provide you with your prize if you are selected as a winner. Votigo will use the information that you provide in accordance with its [Privacy Policy](#), and Sponsor will use the information that you provide in accordance with its [Privacy Policy](#). As part of the Submission process, you may choose to share your email address with the Sponsor for marketing purposes via checkbox stating that you wish to receive Daybreak news and updates.

**6. Submission Conditions of Entry:** Contest is limited to one (1) Submission per Contestant. Subsequent Submissions will be void from official Contest entries, but may still be shared with the community. Sponsor reserves the right to disqualify any person that submits multiple entries. Submissions posted on any game-related website forum or not submitted as specified above will not be accepted for entry. Any submission of robotic, automatic, or programmed entries, or any entries submitted by agencies, other third parties, or through other unapproved methods are void. Any attempt at entry except as stated herein is void. Sponsor will not provide you with confirmation of receipt of your Submission. Review the Judging Criteria for your Submission, stated below. By participating in the Contest, you agree to comply with Daybreak's [Terms of Service](#), [Privacy Policy](#), and all rules, regulations, and policies related to Daybreak games. Contestants not complying with these requirements will be disqualified. The concept and copy for all portions of the Submission must be your original creation, and may not be subject to the rights of any third parties, other than Sponsor. The content the Submission may not contain hate speech, sexual slurs, or otherwise be offensive or otherwise unsuitable for use, as determined in Sponsor's sole discretion. Sponsor reserves the right to disqualify any Submission that it deems inappropriate.

By participating in the Contest, you are granting Sponsor (and its licensors) an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, transferable, fully sublicensable right and license to publish, use, modify, make derivative works from, reproduce, exhibit, perform, edit, distribute, transmit, display, and otherwise exploit any or all of the content in your Submission (including your likeness, voice, and performance) and your name/handle, without prior or further approval from you, without territorial, time, or other limitations, for any and all purposes, including, but not limited to, marketing, advertising, and promotional purposes and in any and all media, whether now known or hereafter devised. You hereby waive any so-called "moral rights" in or to the Submission. You further agree that Daybreak shall remain the exclusive owner of all game content and intellectual property rights in its games, including all such content that may appear in your Submission.

**7. Judging Criteria:** "Judging Criteria" is as follows:

- Creativity and originality (50%)

- Survivor radio theme (50%)

**8. Winner Selection:** A panel of Daybreak judges will judge eligible Submissions, according to the Judging Criteria above, and whose decisions are final and binding in all respects to determine up to five (5) winners. In the unlikely event of a tie, the judging panel shall break the tie by determining which of the tied Submissions better represents the theme of the Contest. Subject to verification of eligibility and compliance with the Official Rules, winners will be chosen on February 22, 2016.

**9. Description of Prizes:** The prize for each winner is an adult-sized H1Z1 Survivor radio t-shirt. Prizes are not transferable or refundable and must be accepted as awarded. **The approximate retail value of each prize: US\$10.00.** If a winner is unable to comply with the terms contained herein, or is determined ineligible by Sponsor, an alternate winner may be selected or the prize may be forfeited. Winners will be displayed (subject to Sponsor guidelines, standards, and practices, and in a manner and location determined by Sponsor in its discretion) on certain Daybreak-related websites, in Sponsor's sole discretion.

**10. General Limitations for all Prizes:** No alternative prize, cash, or other substitution is permitted, except by Sponsor, in the event of prize unavailability. Prizes are non-transferable and not redeemable for cash. All federal, state, and local taxes are the sole responsibility of the winner. Based upon the criteria listed above, up to one (1) prize will be awarded for each winner. Prizes will be delivered via mail within approximately one (1) month of verification/confirmation of winner.

**11. Requirements of Winner: By agreeing to become a winner and/or accepting or using a prize, the selected Contestant:** (i) may be required to sign and return an affidavits of release, release of liability, declaration of eligibility, an IRS W-9 form and/or where lawful, publicity consent agreements, within five (5) days of acknowledged notification; and (ii) agrees to the use of his or her name, voice and/or likeness, and submitted content, for the purpose of advertising, trade, marketing, or promotion by Sponsor without further compensation, unless prohibited by law. If a selected potential winner cannot be contacted, is ineligible (under these rules or due to a failure to comply with any of the other applicable policies, licenses, rules, and terms of service), or fails to timely return the completed and executed releases/agreements as required, the prize may be forfeited and an alternate potential winner may, at Sponsor's discretion, be selected.

**12. General Terms and Conditions:** By participating in the Contest, Contestant agrees that under no circumstances, including, but not limited to, negligence, shall Sponsor, its officers, directors, employees, shareholders, agents, successors, and assigns (the "Released Parties") be liable for any direct, indirect, incidental, special, or consequential damages arising out participation in the Contest, including without limitation anything associated with the prizes, even if any or all of the Released Parties have been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, and therefore such exclusions may not apply to you. By participating in the Contest, Contestant waives any and all rights to bring any claim or action related to his/her participation in any forum beyond one (1) year after the first occurrence of the kind of act,

event, condition or omission upon which the claim or action is based. By entering, each Contestant agrees to be bound by these Official Rules and the decisions of Sponsor, which shall be final. Sponsor reserves the right to disqualify any person, entry, or e-mail address that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor, its parent companies, affiliates, subsidiaries, licensors, advertising, promotion, and fulfillment agencies, legal advisors, prize providers, and the respective employees, officers, directors, shareholders, agents, and representatives of each, are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, stolen, incomplete, illegible, unintelligible or postage-due entries, notices, releases, forms, affidavits, or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, interruptions or difficulties of any kind; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind arising in connection with or as a result from participation in the Contest or arising from the Contestant's access to and use of any Daybreak internet site (or social media page run by Sponsor), including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, to the extent permitted by law; or (vi) any errors in any materials associated with the Contest. Sponsor reserves the right to cancel, suspend and/or modify the Contest if any problem corrupts the administration, security, or operation of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest 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 Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**13. Disputes:** The Contest is governed by the laws of the United States and the State of California. As a condition of participating in the Contest, Contestant agrees that any and all actions or proceedings related to the Contest shall be exclusively brought in the County of San Diego, State of California (if under state law) or the Southern District of California (if under Federal law), and the parties agree not to raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in the State of California.

**14. Winner List and Official Rules:** A winner's list will be posted on the web site at [www.daybreakgames.com](http://www.daybreakgames.com) or an underlying page thereto, at the conclusion of the Contest. To obtain a copy of the winner list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to: Attn: Marketing Department "H1Z1 Survivor Radio Contest" Daybreak Game Company LLC, 15051 Avenue of Science, San Diego, CA 92128. Requests must be received no later than April 1, 2016.

Daybreak and the Daybreak logo are registered trademarks of Daybreak Game Company LLC. All other trademarks and trade names are the property of their respective owners. All rights reserved.