

FLASH SELFIE SWEEPSTAKES SCREENSHOT PROMOTION

OFFICIAL RULES

NO FEE OR PURCHASE NECESSARY TO ENTER OR WIN. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE LAWS. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules for the screenshot promotion (the "Promotion"). The Promotion begins at 10:00AM PST on Friday, February 10, 2017 and ends at 11:00PM PST on Monday, February 20, 2017. The Promotion is sponsored by Daybreak Game Company LLC, 15051 Avenue of Science, San Diego, CA 92128 ("Sponsor"). Submissions are administered by Votigo, Inc. ("Votigo").

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 and will not be provided to the social media site. 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.

Promotion:

Eligibility: The Promotion is open to everyone eighteen (18) and over with a Daybreak account in good standing who plays DC Universe Online ("Game") as of the start of the Promotion, except employees (including their immediate family members and persons living in the same household), officers, directors, and agents of Sponsor, Votigo, and Facebook, and their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, who are not eligible to participate in the Promotion. Only the individual person who submits a Promotion entry may win. If you are a minor you must obtain permission from your parent or legal guardian before you submit an entry, and Sponsor reserves the right to require proof of your parent's or legal guardian's consent to these Official Rules as a prerequisite for eligibility.

How to Enter: To enter and participate in the Promotion, take a screenshot in Game following the directions below and submit it to Daybreak in one or all of the following ways (one entry per person per entry method): upload the screenshot to the Votigo microsite, or follow and tweet the screenshot to @DCUO on Twitter and use the hashtag #FlashSelfieSweeps.

Entry Requirements:

- Screenshot Description: Find one of the versions of the Flash, Kid Flash, or Professor Zoom in game. Take a screenshot with your character next to one of these iconic in-game characters (like a "selfie" photograph).
- Each screenshot must be original to you, be from the Game, and must not contain materials that are the intellectual property of any person or entity other than the Sponsor
- Content of the screenshot must comply with Daybreak's Terms of Service and the Game's EULA

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

Winners will be randomly selected by Sponsor from eligible entries submitted during the relevant Promotion period. **To be considered, you must submit your entries to Sponsor as set forth herein no later than the time and date set forth in the specific Promotion.** Promotions are limited to one (1) entry per person per entry method unless otherwise noted in the Promotion. Duplicate entries (more than one (1) entry per account or multiple accounts), 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 entry.

By participating in any Promotion, you agree to comply with the rules set forth in the Promotion and these Official Rules. Entrants who do not comply with these requirements will be disqualified.

Prize:

Daybreak Cash or Loyalty Points: Up to ten (10) codes (but possibly less, at Sponsor's discretion) to be redeemed for up to 2500 Daybreak Cash or Loyalty Points, depending on the Promotion, to be distributed by direct account grant to ten (10) winners randomly selected during each Promotion period specified in the relevant Promotion. You must have a Daybreak Account (free) to redeem Daybreak Cash code. Approximate retail value of each code is US\$1.00- \$100.00 and the total retail value for the promotion will not exceed US\$100.00.

Determination of Winners and Prizes: Winners will be selected randomly from eligible entries. Odds of winning depend on the number of entries received. No alternative prize, cash, or other substitution is permitted except by Sponsor, at its sole discretion. All prizes are non-transferable and non-tradable. 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. The potential winner(s) will be notified electronically on or about one (1) day after the conclusion of the judging and will have three (3) days from notification to accept the prize by email. In the event a potential winner does not accept the prize by email within the timeframe, they forfeit the claim to that prize and Daybreak may award the prize to a new potential winner or dispose of the prize, at Daybreak's discretion. Allow up to two (2) months for delivery. The winner(s) will be announced on Sponsor's website and/or on the social media site used to enter the Promotion.

Information Provided to Enter: Votigo will share the information that you provide through the Promotion entry to Sponsor for the purposes of Sponsor administering the Promotion. Information that you provide to enter each Promotion, such as your first name, last name, email address, and birthday, will only be used for the purposes of administering the Promotion 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. You 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 screenshot entry and by submitting the screenshot, you agree that Daybreak has the right to use the submitted screenshot for any and all purposes, including marketing, advertising, and promotional purposes in any and all media now known or hereafter devised. As part of the Promotion 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.

General Terms and Conditions: By participating in the Promotion, each entrant agrees to release and hold harmless the Sponsor, its affiliates, Twitter, Facebook, and 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 of the following: (a) unauthorized human intervention in the Promotion; (b) electronic, computer, software, internet, or network errors or difficulties of any kind (including failed, incomplete, garbled, or delayed entries); (c) printing errors; (d) any condition caused by events beyond the control of the Sponsor that may cause a Promotion to be disrupted or corrupted; (e) errors in the administration of the Promotion or the processing of entries; (f) any injuries, losses, or damages of any kind arising in connection with or as a result from participation in a Promotion, receiving a prize, or arising from your access to and use of the Internet site <http://www.daybreakgames.com> (and any other website of Sponsor), Twitter, Instagram or Facebook, 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; (g) any errors in any materials associated with a Promotion. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to US\$50.00, and in no event shall the Released Parties be liable for attorney's fees. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. By participating in a Promotion, you waive any and all rights to bring any claim or action related to your 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, you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final. Sponsor reserves the right to disqualify any person that Sponsor determines to be in violation of any term contained in these Official Rules.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion for any reason whatsoever. 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Disputes: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. All disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Promotion shall be finally settled through arbitration administered by JAMS or the American Arbitration Association (AAA) in accordance

with the AAA's Commercial Arbitration Rules. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration administered hereunder shall be conducted in English and take place in San Diego, California, USA.