

Thank you for your interest in participating in the Transformers TCG Energon Invitational, run by Pastimes Inc., and the *Transformers TCG Design a Card Prize* (the “**Prize**”), an opportunity which will be made available by Wizards of the Coast LLC (“**Wizards**”) to the winner of the Transformers TCG Energon Invitational! We have put together these Terms and Conditions to explain the eligibility requirements and process for the Prize. Please be sure to read these Terms and Conditions carefully before participating in the Transformers TCG Energon Invitational and related qualifying events.

First, a few important items:

- These Terms and Conditions are legally binding.
- These Terms and Conditions contain important legal promises, including commitments from you regarding liability and dispute resolution to which you are agreeing. Please read them carefully.

### **1. What is the Prize?**

The winner of the Transformers TCG Energon Invitational (“**Winner**”) will be provided with the opportunity to collaborate with Wizards on one (1) Transformers TCG character card.

### **2. Am I eligible for the Prize?**

You are eligible for the Prize if, in addition to meeting the eligibility requirements for participation in the Transformers TCG Energon Invitational and a related qualifying event:

- You win the Transformers TCG Energon Invitational;
- You are at least 18 years of age, or have the written permission of your parent or guardian;
- You are not (a) an employee of Wizards or Hasbro, (b) an immediate family member (parents, children, siblings, partner/spouse) of or a member of the same household as a Wizards employee, or (c) a former employee of Wizards.

### **3. What do I need to agree to in order to claim the Prize?**

- **These Terms and Conditions.** You agree to be bound by and comply with these terms and conditions. You also acknowledge and agree that because of the unique nature and scope of the Prize, Wizards has the right to set and modify any dates, deadlines, or other provisions or requirements set forth here. If we modify these Terms and Conditions, we will provide you notice. Your continued participation in the Transformers TCG Energon Invitational and related qualifying events constitutes your agreement to any updated Terms and Conditions.
- **Originality.** In connection with the Prize, you will create and submit materials to Wizards as described below. You agree and promise that (1) you are the sole author of any materials you submit to Wizards in connection with the Prize (the “**Submissions**”), (2) you own the copyright in the Submissions, and (3) the Submissions do not infringe any

third-party rights (including without limitation, patent, copyright, trademark, trade dress, privacy, or publicity).

- **Publicity.** You acknowledge and agree that Wizards may publish, reproduce, display, distribute, and otherwise use (1) your name, image, likeness, biography, city, and/or other personal information you provide to Wizards; and (2) any Submissions you provide to Wizards on the Wizards website or on online platforms; on or in Wizards products and services; and in any and all advertising or promotions without any attribution, notification, or compensation to you or any other person or entity.
- **Assignment.** You assign to Wizards all your intellectual property rights in and to all Submissions. You agree all Submissions are Wizards' sole property and, upon Wizards' request, you agree to execute any documents necessary to effectuate Wizards' ownership of all Submissions (including without limitation a written copyright assignment). You also waive all moral rights in Submissions and waive claims arising therefrom, and acknowledge and agree that Wizards has and will have the right, without restriction, to publish, reproduce, display, distribute, and otherwise use Submissions for any purpose and in any medium now known or hereafter developed without payment of any compensation or consideration to you of any kind.
- **Confidentiality.** You agree that until a Submission has been publicly revealed in its entirety by Wizards or has been published by Wizards, you will not discuss or otherwise disclose information about that Submission or other information about Wizards products or services to which you have access in connection with the Prize, including without limitation discussing any information regarding unpublished game designs or concepts.
- **Further documentation.** You agree to timely and fully complete any and all documents required by Wizards in connection with the Prize, including without limitation, if requested by Wizards, a Confidentiality Agreement and Publicity Release (in addition to the confidentiality agreement and publicity release included in these Terms and Conditions).

#### 4. Wizards' Notices and Disclaimers.

- **Disqualification.** You acknowledge and agree that Wizards has the right, exercisable at any time and in its sole discretion, to disqualify you as a Prize recipient for breach of these Terms and Conditions or for any other reason.
- **Termination of the Prize.** You acknowledge and agree that Wizards has the right, in its sole discretion, to suspend, modify or cancel the Prize at any time without notice.
- **Wizards obligations.** You acknowledge and agree that Wizards has no obligation to participants of the Transformers TCG Energon Invitational or related qualifying events whatsoever. Wizards will not pay any money or give any other consideration to participants for their participation in such events except as specifically provided in these Terms and Conditions. Neither the Prize nor publication of any Submission (if one is chosen) constitute a promise or guarantee to you by Wizards of a contract for employment or of future employment.
- **Indemnification.** You agree on behalf of yourself, your executors, heirs, and assigns to forever release, indemnify, and hold harmless Wizards, its parent and affiliate companies,

and its and their current and former directors, officers, and employees from any and all losses, damages, rights, claims, and actions of any kind arising from, incidental to, or in connection with the Prize or acceptance, possession, use, or misuse of any prize or travel award, including without limitation claims based on personal injury, death, property damage, publicity rights, advertising, defamation, or invasion of privacy, whether suffered by yourself or a third party.

- **Disputes; Limitation of Liability.** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or in connection with the Prize shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event less than reasonable attorneys' fees and costs; (3) you waive punitive, incidental, special, consequential or other damages related to any dispute, claim or cause of action arising out of or in connection with the Prize.
- **Washington Law.** You acknowledge and agree that the Prize and these Terms and Conditions will be governed, construed and interpreted under the laws of the State of Washington. You also agree to accept the exclusive jurisdiction in the courts of the State of Washington located in King County. The Prize and this opportunity are void where prohibited.
- **Waiver and Enforceability.** Any waiver by Wizards of any provision of these Terms and Conditions shall not be a waiver of such provision for the future. The invalidity or unenforceability of any part of the Terms and Conditions shall in no way affect the validity or enforceability of any of the remainder of the Terms and Conditions.

## 5. Will Wizards require me to provide my real name and other personal information in connection with the Prize?

Yes, Wizards will need accurate information from you in connection with the Prize. Wizards will treat your information in accordance with our [Privacy Policy](#), unless otherwise noted in these Terms and Conditions (e.g., publicizing the name of the Winner).

## 6. What's the process for creating a card with Wizards?

Okay, Okay. You've waited long enough!

- The Winner will have an opportunity to collaborate with the Transformers TCG design team on a Transformers TCG character card (the "**Card**"). The Card may be published in future Transformers TCG product(s), at Wizards' sole discretion.
- Wizards and its parent, Hasbro, will have input into and final approval on the Card, including but not limited to: concept, game design, characters, text and art. The Card may feature only existing Transformers characters, use of which is subject to Wizards' and Hasbro's approval.

## 7. Prize Provider. The Prize will be provided by Wizards of the Coast LLC.

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