

# Fortnite Concept Royale Contest

## Official Rules

The Fortnite Concept Royale Contest (the “Contest”) is subject to these Official Rules, which are binding and final on matters relating to the Contest, except as expressly stated otherwise. No purchase necessary to enter or win. The Contest is sponsored by Epic Games, Inc. (the “Sponsor”). The Contest is not sponsored, endorsed, or administered by Twitter or Instagram.

- **How to Enter:**

Online submissions only. Eligible Entrants (as defined below) can enter the Contest by submitting an original winter holiday-themed Fortnite character design (“Submission”) to such Entrants’ own Twitter or Instagram accounts with the hashtag #ConceptRoyaleContest and make it publicly visible and searchable, before the end of the Contest Period (as defined below).

All Submissions must be original and must consist of color drawings, 3D models, sculptures, cosplays, or anything visual. Submissions must be submitted in .jpeg or .png format. Submissions must also have #ConceptRoyaleContest in the title. See Submission Guidelines for additional requirements.

If you do not have a Twitter account or an Instagram account, establishing an account is free. All Twitter and Instagram terms (as applicable) apply. Your Twitter account or Instagram account (as applicable) must be set to “public” in order for your Submission to be seen by Sponsor. You can return your accounts to “private” any time after the end of the Contest Period.

- **Eligibility:** Except as otherwise provided in this section, the Contest is open worldwide to anyone aged 13 years or older (“Entrant”). One Submission per person.

If an Entrant is under 18 years of age or the age of majority as defined in such Entrant’s country of residence (a “Minor”), such Entrant must have permission from a parent or legal guardian in order to participate in the Contest.

Employees, officers, directors, agents, and representatives of Sponsor (including the legal, promotion, and advertising agencies of Sponsor) and their immediate family

members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents, and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of Sponsor are not eligible to participate or win.

Without limitation of the foregoing, the Contest is not open to individuals in the province of Quebec, Brazil, Italy, or Singapore. In addition, the Contest is not open to individuals in the Crimea region, Cuba, Eritrea, Guinea-Bissau, Iran, Iraq, Lebanon, Myanmar (Burma), North Korea, Somalia, Sudan, Syria, Turkey and Zimbabwe.

The Contest is subject to all applicable federal, state, provincial and local laws, rules and regulations. Void where prohibited.

- **Contest Period:** The Contest period begins on June 15, 2021 at 10:00 AM Eastern Standard Time (“EST”), and ends on July 11, 2021 at 11:59 PM (the “Contest Period”). Submissions must be received during the Contest Period to be eligible to win.

By participating, each Entrant (and, if an eligible Minor, such Entrant’s parent or legal guardian) agrees to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this Contest.

- **Prizes:** If eligible under these Official Rules, two (2) Entrants will have their Submissions turned into in-game cosmetic outfits (the “Winning Entrants”). In addition, the potential Winning Entrants will each be awarded a cash prize in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500.00 USD).

Cosmetic outfit prizes have no approximate retail value as they are not offered for purchase by Sponsor. All cash prizes will be awarded via Hyperwallet. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Winning Entrants are responsible for all federal, state and local taxes (including income and withholding taxes), if any, as well as any costs and expenses associated with prize acceptance and use not specified herein as being provided. Winning Entrants may not substitute a prize, but Sponsor reserves the right, at its sole discretion, in case of justified reasons, to substitute a prize (or portion thereof) with one of comparable or greater value. Sponsor will not act as tax or any other agent of Winning Entrants.

- **Submission Guidelines:**
  - Submissions must be submitted according to the How to Enter section and directly accessible by Sponsor.
  - Submissions must include original content only.

- Submissions should not contain any additional software to run.
  - Submissions may not contain personal attacks on anyone or any discernible product, including competitor products.
  - Submissions may not depict nudity, animal cruelty, any illegal activity or substance, or any other offensive or obscene subject matter as determined in Sponsor's sole discretion.
  - Submissions shall not portray Sponsor in a negative light.
  - Submissions must be appropriate for a broad audience.
  - Submissions may not feature any trademarks (including logos) other than those owned by Sponsor.
  - Submissions must be original pieces, achieved/created by the person who submits the entry. Entrants may not copy or otherwise plagiarize Submissions from any source, nor may Submissions include third-party copyrighted material or artwork without the copyright holder's permission. By entering, each Entrant (and, if an eligible Minor, such Entrant's parent or legal guardian) warrants that such Entrant's Submission does not infringe any third party's rights, and that such Entrant has obtained any necessary permissions from all relevant third parties to submit such Entrant's Submission. Each Entrant (and, if an eligible Minor, such Entrant's parent or legal guardian) hereby agrees to indemnify Sponsor against any and all claims from any third party for any use by Sponsor of such Entrant's Submission.
  - Although Sponsor is not reviewing Submissions for copyright violations, if, in the sole discretion of Sponsor, it is believed an Entrant's Submission constitutes or may constitute copyright infringement, such Submission will be disqualified.
  - Sponsor may require verification of Submissions through a procedure solely determined by Sponsor at its sole discretion.
  - Sponsor reserves the right to exclude any Submission that it believes, in its sole discretion, doesn't meet these guidelines or otherwise violates these Official Rules, and to delete or otherwise remove any such Submission from any and all location(s) under Sponsor's control.
- **Winner Selection and Notification of Winning Entrant:** All Submissions will be prescreened to ensure compliance with the Submission Guidelines and with Sponsor's general standards and practices prior to any judging ("Qualified Submissions"). At the end of the Contest Period, a panel of qualified judges will select two (2) potential Winning Entrants from the Qualified Submissions received during the Contest Period according to the following criteria:
- **Unique Use of Theme (1-5 points)**
  - **Fun Factor (1-5 points)**
  - **Overall Visuals (1-5 points)**

In the event of a tie, the tying Submissions will be re-scored with double weight given to "Overall Visuals."

The two (2) highest scoring Qualified Submissions for the Contest Period will be deemed the potential Winning Entrants. Judging scores will not be revealed.

Each potential Winning Entrant will be notified of his/her status as a potential Winning Entrant via the platform through which the Qualified Submission was made within seven (7) business days of the end of the Contest Period, or such other time as reasonably required by Sponsor for such notification. Upon formal notification from Sponsor, a potential Winning Entrant shall have seventy-two (72) hours from the date such notice was sent to respond and provide any information or materials requested by Sponsor, including the Release (as defined below) for purposes of verification of eligibility.

The date of receipt by Sponsor shall be decisive for a potential Winning Entrant's compliance with the deadlines set forth in this section. The failure by such Entrant to timely respond to any notification may result in such Entrant's disqualification as a potential Winning Entrant, in which case such Entrant shall not be entitled to win any prizes in connection with the Contest. In such cases, Sponsor may select the next highest scoring entry from among the remaining Qualified Submissions as an alternate potential Winning Entrant.

Each potential Winning Entrant will also be provided a Prize Acceptance and Release Form ("Release"). Unless restricted by applicable law, each Winning Entrant (or, if an eligible Minor, such Winning Entrant's parent or legal guardian), will be required to complete and submit the Release in accordance with the deadlines set forth in this section. An alternate potential Winning Entrant may be selected from among the next highest scoring remaining Qualified Submissions if a potential Winning Entrant: (a) cannot be reached; (b) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (c) cannot or will not accept or receive the prize for any reason.

A potential Winning Entrant will only be deemed a Winning Entrant once the verification process has been completed by Sponsor pursuant to these Official Rules.

Sponsor may withhold tax payments on a Winning Entrant's behalf in its reasonable discretion, using the applicable backup withholding rates, or if required by law or treaty. However, a Winning Entrant is ultimately responsible for any taxes due in connection with any awarded prize he/she receives from Sponsor pursuant to such Winning Entrant's participation in the Contest. Each Winning Entrant must provide Sponsor with (y) such Winning Entrant's banking information, as requested by Sponsor, and (z) a completed W-9, W-8BEN, or W-8BENE tax form, including if necessary such Winning Entrant's U.S. or foreign Taxpayer Identification Number (TIN), as appropriate based on

such Winning Entrant's circumstances. Sponsor will not be responsible for any failure to award any prizes in connection with the Contest arising from incomplete, incorrect, or out of date payment or tax information. Winning Entrants should please consult their tax advisors if they have questions on the taxability to them in connection with the Contest.

- **LICENSE:** As a condition of entry, Entrant (and, if an eligible Minor, such Entrant's parent or legal guardian) hereby grants to Sponsor a non-exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, and royalty free license to use, modify, reproduce, prepare derivative works of, distribute, perform, and display the Submission in any and all media throughout the world, but only in connection with publicizing the Contest.

ENTRANTS WILL NOT BE SPECIFICALLY PAID FOR THEIR SUBMISSIONS or for granting Sponsor any of these rights.

While Sponsor will seek to post the Submission in the form as provided at the time of entry, each Entrant (and, if an eligible Minor, such Entrant's parent or legal guardian) agrees that due to technical limitations and internal standards, such Entrant's Submission may be altered from its original form and that Sponsor reserves the right to modify the Submission in its sole discretion, including adding its logo or other trademarks. Sponsor may post Submissions in any order or sequence, with or without commentary, and may select an image to serve as a thumbnail in its sole discretion.

- **Privacy:** The information Entrants provide will be used only in accordance with Sponsor's privacy policy, located at <https://www.epicgames.com/privacypolicy>.

- **Publicity:** Sponsor reserves the right to use the name, likeness, and/or account ID of any Entrant, for publicity purposes prior to, during, or after the Contest end date, in any media, throughout the world, in perpetuity, but only in connection with publicizing the Contest, without any compensation or prior review unless specifically prohibited by law.

At any time before, during or after the Contest Period, Sponsor may, in its discretion, choose to post or distribute one or more Submissions, the creator's name and profile information online (including Instagram pages, Twitter feeds, YouTube channels, and third-party websites) for promotional and entertainment purposes only. Posting of this/these Submission(s) will not mean that said Submissions are eligible to win or are a Winning Entrant. Entrant (and, if an eligible Minor, such Entrant's parent or legal guardian) understands that users of these sites may share, comment on (including negatively), and re-post such Entrant's Submission. Any requests by Entrants to have a Submission removed from consideration will be accommodated to the extent practically possible. Sponsor is not responsible for third party re-posting of Submissions.

- **General Conditions:** By participating, Entrants (and, if eligible Minors, their parents or legal guardians) agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Contest or these Official Rules. Any portion of the Contest may be canceled, suspended, and/or modified, in whole or in part, if, in Sponsor's sole opinion, any fraud, technical failure, or other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten, or harass any other person. Entrants may not enter with multiple identities or use any automated system, bot, or other device or artifice to enter or obtain more than the maximum number of qualified Submissions. Sponsor reserves the right at its sole discretion to terminate the Contest and, if terminated, at its discretion, select the potential Winning Entrant from among all eligible, non-suspect Submissions received prior to action taken. Unclaimed prizes will not be awarded.

Any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

- **Limitations of Liability:** Each Winning Entrant (and, if an eligible Minor, such Winning Entrant's parent or legal guardian) agrees to release, discharge, indemnify and hold harmless Sponsor, Twitter, Instagram, and each of their respective officers, directors, employees, representatives, and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (a) use, redemption, acceptance, possession, ownership, or misuse of any prize; (b) participation in any activity, event, or excursion offered in connection with the prize; (c) use of any facility, service and/or accommodation related to the prize; or (d) participation in any Contest-related activity or participation in this Contest. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications, or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software, or other technical malfunctions, lost connections, disconnections, delays, or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; or (iv) any printing, typographical, administrative, or technological errors in any materials associated with the Contest. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems,

systems failure, or incompatibility, typographical, technical or keystroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications.

In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, pandemic, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

- **Disputes:** Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of the State of North Carolina. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages.

- **Winning Entrant List:** The Winning Entrant List can be obtained through the mail by sending the request and a self-addressed, stamped envelope to: Fortnite Concept Royale Contest-Winning Entrant List, Epic Games, Inc., 620 Crossroads Blvd, Cary, NC 27518. Requests must be received no more than ninety (90) days after the end of Contest.

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