SUPPLY LLAMA COMMUNITY GOAL CHALLENGE

OFFICIAL RULES

- 1) Acceptance of Rules. To participate in Supply Llama Community Goal Challenge (the "Promotion"), you must accept and abide by the terms and conditions set forth in this document (the "Official Rules"). By participating in the Promotion, the participating individual is confirming their full and unconditional acceptance of and agreement to abide by the Official Rules.
- 2) **Sponsor.** The company responsible for running the Promotion is the Sponsor, as set forth in the table below. Sponsor's decisions with regard to the Promotion and the Official Rules are final and binding in all respects. Individuals with questions regarding the Promotion or the Official Rules should contact the Sponsor for the geographic region in which they reside, and not Epic Games, Inc. ("Epic"). Epic is not the sponsor, organizer, or administrator of the Promotion.

For purposes of this Promotion, a person's residence is determined by the country in which their account for PlayStation® Network ("PSN Account") is registered. Notwithstanding, the foregoing, individuals participating in the Promotion expressly agree these Official Rules and any related disputes will be governed as set forth in Section 12.

GEOGRAPHIC REGION	PARTICIPATING COUNTRIES/REGIONS	REGIONAL SPONSOR
SIEA	Argentina, Canada, Chile, Colombia, Costa Rica, El Salvador, Guatemala, Honduras, Mexico, Panama, Peru, Paraguay, United States of America, and Uruguay. The Promotion is not available in U.S. territories and possessions and overseas military installations, and where otherwise prohibited or restricted by U.S. or local laws.	Sony Interactive Entertainment LLC 2207 Bridgepointe Parkway Foster City, CA 94404
SIEI	Japan, Hong Kong, South Korea, Taiwan, Singapore, Malaysia, Thailand, Indonesia	Sony Interactive Entertainment Inc. 1-6-27, Konan, Minato-ku, Tokyo 108-8270 Japan
SIEE	United Kingdom, Germany, France, Spain, Netherlands, Belgium, Sweden, Switzerland, Poland, Austria, Denmark, Norway, Finland, Ireland, Portugal, Czech Republic, Hungary, Slovakia, Australia, New Zealand	Sony Interactive Entertainment Europe Limited 10 Great Marlborough Street, London W1F 7LP United Kingdom

- 3) Promotion Period and Timekeeping.
 - a) <u>Promotion Period:</u> May 18, 2022 at 04:00am United States Eastern Time (08:00am GMT) May 22, 2022 at 11:59pm United States Eastern Time (04:00am GMT).
 - b) <u>Official Timekeeper:</u> Sponsor's computer system shall be the official timekeeper for all matters related to the Promotion.
- 4) **Eligibility.** The Promotion is open only to individuals who meet the eligibility requirements listed below as of the start of the Promotion Period (defined in Section 3). Participants in the Promotion who meet the below requirements are referred to herein as "Entrants".
 - a) Must be a legal resident of one of the countries/regions listed in Section 2 (each, a "Participating Country/Region"):
 - b) Must be at least 16 years of age. If any person is or will be under the age of legal majority where they live (a "Minor") at the start of the Promotion Period (defined in Section 3), they must obtain permission from their parent or legal guardian in order to participate in the Promotion; and their parent or guardian must agree to these Official Rules on their behalf. Sponsor may ask for written proof of the parent or legal guardian's permission and agreement as a condition of awarding any prize to a Minor.
 - c) Must: (i) have a valid PSN Account; and (ii) have a valid Epic Games account. (NOTE: To create a PSN Account, you must either (i) have reached the legal age of majority in the country in which your account is registered; or (ii) have your parent or legal guardian create an account for you, as a Child or Sub-Account under the control of their main Adult Account.)
 - d) IMPORTANT: the following persons are excluded from eligibility (even if they meet the requirements set forth in (a)-(c) above: (i) employees of the Sponsor or of Epic, or any of their respective parent companies, affiliates, subsidiaries, or related companies; (ii) immediate family members (defined as their parents, children, siblings and spouse and their respective spouses, regardless of where they live) of anyone in category (i); and (iii) anyone living in the same household as anyone in category (i), whether or not related to them.
- 5) How to Enter. Visit http://fortnite.sony.com/ and follow the directions to register (note: account linking may be required). Once registered and logged in, Entrants can attempt to help contribute to one or more of the following three (3) community goals (each, a "Community Goal") by surviving storm circles in either Fortnite Battle Royale or Zero Build game modes (Solo, Duos, Trios, or Squads). The authorized account holder of the email address assigned to the PSN Account used to enter the Promotion is deemed to be the "Entrant." Players may enter the Promotion only once. Players are prohibited from creating or using additional or secondary PSN Accounts or Epic accounts to create multiple entries into the Promotion.

6) How to Earn Prizes. Once registered and logged in, Entrants can earn prizes by playing Fortnite Battle Royale or Zero Build game modes (Solo, Duos, Trios, or Squads) during the Promotion Period to contribute to the Community Goals listed in Section 7. Community Goals are based on the total number of Storm Circles that all Entrants (the "Community") close during the Promotion Period. Community Goals must be completed in order, and the initial Community Goal and/or the preceding Community Goal must be completed before Entrants can attempt to help contribute towards the next Community Goal. Once a Community Goal has been completed, all Entrants who survived at least one (1) of the total requisite number of storm circles for such Community Goal will be eligible to receive the corresponding prize (as set forth in Section 7).

At all times during the Promotion Period, Entrants are required to comply with these Official Rules, all Fortnite rules and regulations, including, but not limited to, the Fortnite End User License Agreement (https://www.epicgames.com/fortnite/eula) ("Fortnite EULA"), and the PlayStation Network Terms of Service and User Agreement (available at: https://www.playstation.com/en-us/legal/psn-terms-of-service/ ("PSN Terms"). Failure to do so may result in disqualification of that Entrant from the Promotion and their forfeit of any Prizes.

7) Prizes.

a) Prizes will be awarded as set out in the table below. A Community Goal must be reached in order for the corresponding prize to be awarded. If all Community Goals are reached, eligible Entrants will receive all prizes listed below. If no Community Goals are reached, no Prizes will be awarded. Entrants may only receive one (1) of each Prize, and if an Entrant has already received any of the Prizes listed in this section as part of a previous challenge or promotion, such Entrant will not be eligible to receive such Prize for this Promotion. All prize grants are subject to verification of Entrant's eligibility and compliance with these Official Rules.

Number	Goal	Prize
Community Goal #1	Fifteen Million (15,000,000) Storm Circles Closed by the Community	PS4 Supply Llama Dynamic Theme* "A Llotta Llamas" in-game cosmetic Loading Screen
		*Does not work on PS5 consoles.
Community Goal #2	Thirty Million (30,000,000) Storm Circles Closed by the Community	PSN Character Avatar Set 1 Fortnite "Fresh Iridescence" in-game cosmetic Wrap
Community Goal #3	Forty-Two Million (42,000,000) Storm Circles Closed by the Community	PSN Character Avatar Set 2 Fortnite "Mecha Team Glider" in-game cosmetic Glider

b) Approximate Retail Value (ARV). The PSN Character Avatar Sets 1 & 2 and PS4 Supply Llama Dynamic Theme ("PS Digital Prizes") each have an ARV of \$0 USD. PS Digital Prizes have no value

or application outside of the PlayStation Network, and may not be sold, transferred, or redeemed for real money or items of value. Fortnite "A Llotta Llamas" in-game cosmetic Loading Screens have no retail value because they are not offered for purchase by Epic. The ARV of Fortnite "Fresh Iridescence" in-game cosmetic Wrap is USD \$2.40/ €2.28; and ARV of Fortnite "Mecha Team Glider" in-game cosmetic Glider is USD \$4.00/ €3.80. Fortnite "A Llotta Llamas" in-game cosmetic Loading Screen, Fortnite "Fresh Iridescence" in-game cosmetic Wrap, and Fortnite "Mecha Team Glider" in-game cosmetic Glider (collectively, "Epic Prizes") have no value (retail or otherwise) outside of an Epic account. Note: Euros conversion provided for informational purposes only, based on exchange rates as of 2nd of May, 2022.

- c) <u>Taxes and Costs.</u> The value of any prize awarded to an Entrant may result in a requirement to pay tax in the Entrant's country. Except where prohibited by local law, Winners are solely responsible for any applicable taxes, expenses, costs or fees associated with winning or the prizes they receive.
- d) <u>Prize Notification and Delivery.</u> PS Digital Prizes will be awarded via voucher code (redeemable on the PlayStation Store) within fifteen (15) business days of the end of the Promotion Period. Recipients of PS Digital Prizes will receive the voucher code from Sponsor via a PSN System Message to their PlayStation 4 or PlayStation 5 console. For instructions on how to redeem voucher codes, see: <u>playstation.com/support/store/redeem-ps-store-voucher-code/</u>. Epic Prizes will be granted directly to the recipient's Epic account within seven (7) days of completing the relevant Community Goal, or such other time as reasonably required by Epic for such grant.
- e) As-Is; No Substitutions. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All Reward details are at the sole discretion of Epic (with respect to the Epic Rewards (as defined below)) and Sponsor (with respect to the PS Digital Rewards (as defined below)). Entrants are not entitled to any surplus between actual retail value of Prize and ARV and any difference between approximate and actual value of the Prize will not be awarded. Prizes are non-transferable and no request for substitution, exchange or cash equivalent will be granted. Sponsor (with regard to PS Digital Prizes) and Epic (with regard to Epic Prizes) each reserve the right to substitute a Prize with an alternative prize of equal or greater value if an award becomes unavailable for any reason.
- f) <u>Forfeited Prizes</u>. If any Entrant is found to be ineligible or to be in violation of the Official Rules, or does not accept a prize for any reason, their respective prize will be forfeited. Forfeited prizes will not be awarded. Prizes must be accepted within 90 days of receipt of winner notification unless a later deadline is specified in such notification.
- g) Prize Terms of Use. An Entrant's use of a PS Digital Prize will be governed by the PSN Terms and the Sony Interactive Entertainment Privacy Policy (available at: https://www.playstation.com/legal/privacy-policy/) (each a "PlayStation Policy"). If an Entrant chooses not to accept a PlayStation Policy, such Entrant should not use PSN or the applicable PS Digital Prize(s). An Entrant's use of an Epic Prize in Fortnite will be governed by Epic's Terms of Service (available at https://www.epicgames.com/site/en-US/tos), Epic's Privacy Policy (available at https://www.epicgames.com/privacypolicy), and the Fortnite EULA (each, an "Epic Agreement"). Epic has the right to enforce these agreements against each Participant. If an Entrant chooses not to accept an Epic Agreement, such Entrant must not use Fortnite or seek to use such Prizes.
- 8) **Publicity Rights.** To the extent permitted by applicable law, by participating in this Promotion, each Entrant gives the Sponsor a free, non-exclusive, perpetual, worldwide license to use their name,

image, likeness, PSN ID, avatar and any other biographical or other information or content provided to Sponsor in connection with the Promotion, in all media for any lawful purpose, including for purposes of advertising or trade. The Sponsor will not make any further payment to the Entrant and use of these permissions will be without Entrant's further notice, review, or approval.

All permissions granted to Sponsor under these Official Rules will still apply after the end of this Promotion unless the Entrant formally cancels this permission by writing to "SIE Legal Department, Legal Notices" at the address for Sponsor provided in Section 2 of these Official Rules.

For Argentina Residents Only: The permissions given to the Sponsor under these Official Rules by an Entrant that is a resident of Argentina shall be for a period of three years from the termination or expiration of this Promotion, without such Entrant having the right to claim compensation. Entrant acknowledges that participation in the Promotion does not cause them any financial damage and expressly waive any claim that may be made based on such alleged damage or decrease in their income.

9) Data Collection and Processing. The information you provide through Fortnite will be used only in accordance with Epic's privacy policy, located at https://www.epicgames.com/privacypolicy. Information provided through the PlayStation Network will be used in accordance with Sony Interactive Entertainment's privacy policy, located at https://www.playstation.com/legal/privacy-policy/.

10) General Conditions.

- a) Right to Modify, Suspend, or Cancel. Sponsor has the sole right to cancel, suspend, or modify the Promotion or any part of it, in any way, if
 - i) Sponsor decides that the Promotion can't be executed as Sponsor intended, or
 - ii) any error, omission, fraud, technical failure, tampering, computer virus, war, public health emergency, or other factor, technical or otherwise, beyond Sponsor's reasonable control impairs or may impair Sponsor's ability to properly conduct the Promotion, subject to any applicable law or regulation.

In the event of any such cancellation, termination or suspension, the Sponsor may decide to award the Prizes for any Community Goal that has been reached prior to the time of such cancellation, termination, or suspension to all Entrants who are eligible to receive such Prizes.

- b) <u>Bugs, Errors, and Malfunctions</u>. Sponsor is not responsible for any problems, bugs, or malfunctions Entrants may encounter in the Promotion.
- c) <u>Promotion Tampering</u>, <u>Interference</u>, <u>or Abuse</u>. Sponsor reserves the right in its sole and absolute discretion to disqualify any Entrant from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its sister companies, in the event of
 - i) tampering with the entry process; or
 - ii) fraud or misconduct affecting the integrity of this Promotion (including but not limited to use of entries generated by macro, script, bot, or similar method); or
 - iii) entrant engaging in abusive, threatening, or harassing behavior towards any other person, or engaging in any other violation of the <u>PlayStation Network Community Code of Conduct</u> or any other provision of the PSN Terms.

- d) <u>Control of Official Rules</u>. In the event of any inconsistency between these Official Rules and any advertising or other materials relating to the Promotion, these Official Rules will apply.
- e) <u>Severability</u>. If any part of these rules are concluded by an appropriate jurisdiction's court to be illegal, invalid, or otherwise unenforceable, that part of the rules will be considered to be removed and the rest of these Official Rules shall continue to apply.
- f) <u>Translations</u>. Sponsor may make official translations of these Official Rules available in languages other than English. To the extent allowed by law, in the event of any conflict between the English version of these Official Rules and any translation, the interpretation under the English version will apply.

11) RELEASE AND LIMITATION OF LIABILITY.

To the fullest extent permissible by law, by participating in the Promotion each Entrant agrees to indemnify, release, and hold harmless Sponsor and Epic, and each of their respective employees, agents, parents, partners, subsidiaries, and affiliates (the "Released Parties"), from any and all liability or any injury, loss or damage of any kind arising in connection with the Promotion, including property damage, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance or use of prizes or participation in any Promotion-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy, data protection, and merchandise delivery.

Without limiting the foregoing, unless required by applicable local laws, the Released Parties shall not be liable for: any incorrect or inaccurate entry information; human errors; technical malfunctions; lost, stolen, mutilated, mis-delivered, incomplete or untimely entries that may limit entrant's ability to participate in the Promotion, even if caused by Sponsor's negligence; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, servers, providers, or software, including any injury or damage to entrant's or any other person's computer relating to participation or inability to participate in the Promotion; inability to access the Site or upload information or data; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines or the Internet or any website or for any other reason whatsoever; printing or other errors; or any combination thereof. Proof of uploading information or data is not considered proof of delivery or receipt. Illegible, duplicate and incomplete entries will be disqualified. False, fraudulent, or deceptive entries or acts, as determined by Sponsor, render Entrants ineligible and all associated entries will be void.

To the maximum extent permitted by applicable law, in no event will the Released Parties be liable or responsible for any incidental, consequential, or punitive damages arising out of or in connections with the Promotion.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANTS WHO ARE RESIDENTS OF THOSE JURISDICTIONS.

12) **Governing Law and Jurisdiction.** To the extent allowed by applicable law, these Official Rules and any disputes that occur will be governed in the table below.

GEOGRAPHIC REGION	REGIONAL SPONSOR	GOVERNING LAW AND JURISDICTION
SIEE	Sony Interactive Entertainment Europe Limited	For Entrants in the SIEE Region, these Official Rules are interpreted under English law.
		In the event of a court dispute, the Parties shall submit to the non-exclusive jurisdiction of the courts of England and Wales.
SIEA	Sony Interactive Entertainment LLC	For Entrants who reside in a country within the SIEA Region, these are Rules governed by and construed and interpreted in accordance with the laws of the State of California, in the United States of America, without regard to conflict-of-law rules. Any dispute not subject to arbitration and not initiated in small claims court may be brought by either party in a court of competent jurisdiction in either the Superior Courts for the State of California in and for the County of San Mateo or in the United States District Court for the Northern District of California, and the parties (Contestant and Sponsor) each agree to submit to the exclusive jurisdiction and venue of these courts and to waive all jurisdictional, venue and inconvenient forum objections. In any arbitration or litigation relating to these Official Rules, all costs, and fees, including attorney's fees, will be paid by the non-prevailing party.
SIEI	Sony Interactive Entertainment Inc.	For Entrants in the SIEI Region, these Official Rules are interpreted under the laws of Japan without regard to conflict-of-law rules.
		In the event of a court dispute, the Parties shall submit to the exclusive jurisdiction of the courts of Tokyo District Court.