## MagicCon Presents: A Halloween Haunt Costume Showcase Competition (the "Competition") Official Rules

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION.

This Competition is being held in connection with MagicCon: Las Vegas at MagicCon Presents: *A Halloween Haunt* ("<u>Event"</u>) located at the House of Blues Las Vegas 3950 S Las Vegas Blvd, Las Vegas, NV 89119, taking place October 25, 2024.

- **1. COMPETITION PERIOD:** The Competition begins and ends on Friday, October 25, 2024 at a time determined by Sponsor in its sole discretion.
- **2. HOW TO ENTER:** Each person who (i) enters the Competition, (ii) meets the eligibility requirements as described in Section 7 herein shall be referred to as a "Participant".

Participants may enter the Competition by filling out and submitting the signup entry form online at https://conventions.leapevent.tech/f/4355b096-d557-4b0b-b7c7-a68aefdde783 and will also be required to sign a waiver at the House of Blue Las Vegas. Signups will close at (i) 11:59 PM (PT) on October 24, 2024, or (ii) when all available spots in the Competition are full.

Participants must check in at the House of Blues Las Vegas by 9:30 PM (PT) on October 25, 2024 to confirm participation and complete the waiver. The failure to do so will result in Participant being removed from and/or barred from the Competition.

Each Participant shall present their costume on stage in front of the Judges (as defined herein) during the Competition Period. Each Participant's performance in the Competition must meet the criteria of Section 3 below, as determined by the Judges (the "<u>Criteria</u>"). Any Participant who fails to meet the Criteria shall be rejected from the Competition as ineligible and disqualified. Limit one performance per Participant. Each Participant may enter the Competition as an individual or as part of a group, however multiple entries from the same Participant are not permitted. For the sake of clarity, a Participant may either participate as an individual <u>OR</u> as part of a group, but no Participant may participate in the Competition more than once. The maximum group size is six (6) people. Entries by the same Participant in excess of the limits stated herein will be disqualified. Entering or attempting to enter the Competition multiple times through (i) the use of any robotic or automated devices to submit entries; (ii) with the use of duplicate email accounts, or (iii) the use of multiple email accounts for a single individual, are prohibited and will be deemed void and disqualified.

All entries must be received prior to the Competition. Pacific Time shall control for all purposes of this Competition. Sponsor's clock shall be the official timekeeper for the Competition. All entries become the property of Sponsor and will not be acknowledged or returned. Incomplete entries will be considered invalid and ineligible to win. Sponsor is not responsible for lost, misdirected, illegible, mistranscribed or late entries. Proof of sending or mailing of mail-in entries will not be deemed to be proof of receipt by Sponsor. Any entry containing material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor in its sole discretion, will be rejected as ineligible.

In the event of a dispute over the identity of a Participant, an entry will be deemed submitted by the authorized account holder of the email address associated with the email account from which the entry was submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to the account by the applicable online service provider or organization.

3. CRITERIA: Participants may choose not to be judged if they do not wish to enter competitively.

The Competition shall take place on the Main Stage at House of Blues Las Vegas (or another location at the Event as determined by Sponsor). Event is for guests twenty-one (21) and older who have a valid badge to attend MagicCon: Las Vegas 2024. Competition shall be overseen by Event staff members or "costume experts" each as selected by Sponsor, in its sole discretion (each, a "Judge" and collectively the "Judges"). Sponsor shall create an ordered roster of all Participants and each Participant (or group of Participants) shall demonstrate their costume to the Judges on the House of Blues Las Vegas Main Stage, subject to these Official Rules. The Judges shall decide the winners based on the quality and craftsmanship of each Participant's costume in connection with the character they are performing.

Participants must wear a costume that meets the following criteria. There are no exceptions for Participants who do not wish to be participate:

- No costume masks will be permitted; only approved facial coverings shall be permitted and such facial coverings must be in line with the guidance provided by Sponsor at the Event and/or Competition.
- The costume should not exceed 2.5m/8ft in any one dimension, and the entrant should be able to safely move in the costume with limited assistance and the costume must not impede the entrants' ability to get on and off stage. Event Staff reserve the right to intervene should they believe a costume is not safe to participate on stage.
- Participants will display their costume on stage through a walk on and in character posing. Background music will be provided by the sponsor.

Each Participant agrees and acknowledges that their costume, and any related elements and materials, do not contain material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, each as determined by Sponsor in its sole discretion, and that their costume shall not contain any nudity. Further, no costume may include harmful or potentially harmful materials, including, but not limited to, water, cigarettes, flames, fireworks, silly string, or any other substance that can be fired, launched, or dripped, at Sponsor's sole discretion. Additionally, each costume must comply with all laws including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy. Any costume which Sponsor determines to be in violation of the Criteria will be rejected from the Competition as ineligible and disqualified from the Competition.

- **4. AWARDS:** The winners of the Competition will each be awarded the following awards (each, a "<u>Award</u>" and, collectively, the "<u>Awards</u>"):
  - One (1) Best in Show Award: one (1) *Duskmourn: Nightmare Bundle* and one (1) Commemorative Trophy (with an estimated retail value of \$80.00 USD); and
  - Up to Thirty (30) Participation Awards: one (1) *Duskmourn: House of Horror* Collector Booster per participant (with an estimated retail value of \$30.00 USD).

All Awards will be chosen by majority vote of the Judges as determined by the Criteria. Limit one Award per entry. Awards do not include any travel expenses, personal expenses, or any other costs not specifically described in these Official Rules as included in the Award and will be the responsibility of the winner. All expenses on receipt and use of Awards and any applicable taxes on the Awards are the sole responsibility of the winner. By participating in the Competition, each Participant acknowledges that Sponsor has not and will not obtain or provide insurance of any kind relating to the Awards.

Awards are nontransferable or assignable until a winner has complied with all of their obligations under these Official Rules. No substitutions may be made for any Award (or portion of an Award), except that, in the event that any Award (or portion of an Award) becomes unavailable for any reason whatsoever or becomes unreasonably difficult to fulfill, Sponsor reserves the right to substitute such Award (or portion of an Award) for one of equal or greater value. If any winner is unable or unwilling to accept or participate in any part of an Award, that portion of the Award will be deemed as forfeited by such winner and no substitution will be made except at Sponsor's sole discretion. Failure to take delivery of any Award may result in forfeiture, and such Award being awarded to an alternate winner. Any portion of an Award unclaimed or unused by a winner will be forfeited and will not be substituted. Cash redemptions for Awards shall not be allowed, except at Sponsor's sole discretion.

Any Awards that may be depicted in advertising, promotional, or other Competition materials are for illustrative purposes only. The actual Award may vary. In the event there is a discrepancy or inconsistency between the description of a Award contained in any promotional materials and the description of a Award contained in these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any Award not specified in these Official Rules will be determined by Sponsor in its sole discretion.

Should winner engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior in connection with an Awarded event (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to suspend the participation and/or attendance of such winner at such Award event early and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to such winner.

**5. WINNER SELECTION:** Winners will be selected by the Judges based on the Criteria at the conclusion of the Competition Period from all eligible Participants. The winner selection will be conducted by the Judges and by Sponsor, whose decisions are final and binding on all matters relating to this Competition. **Winners need to be present to win.** Odds of winning are dependent upon the total number of eligible entries received. Sponsor will attempt to notify the potential winners upon the conclusion of the Competition. The potential winners must claim their Award immediately at the end of the Competition. After claiming the Award, each potential winner will receive instructions on redeeming their Award. Sponsor reserves the right, in its sole discretion, to not select a winner(s) if an insufficient number of eligible, complete, appropriate or generally qualified entries are received.

Each potential winner may be required, in Sponsor's discretion, to execute and return an Affidavit of Eligibility, a Release of Liability, a Publicity Release, required payment information or tax forms, and/or proof of identification and eligibility (collectively, the "Winner Forms"), each as requested by Sponsor. If a Participant fails or refuses to sign and return all of the Winner Forms provided by Sponsor within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Participant may be disqualified resulting in forfeiture of the Award, and Sponsor reserves the right, but not the obligation, to select an alternate winner.

In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner Forms are returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the Award for any reason; (c) of noncompliance with the time periods stated herein, (d) a potential winner is found to be ineligible to enter the Competition or receive the Award, (e) a potential winner cannot or does not comply with the Official Rules, or

- (f) a potential winner fails to claim the Award or fulfill the Winner Forms obligations within the time period designated by Sponsor, then such potential winner shall be disqualified from the Competition and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible Participants. and Sponsor shall have no further liability or responsibility to such potential winner in connection with the Awards.
- **6. GENERAL RULES:** The Competition is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. The Competition is void where prohibited. By entering the Competition, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules, all of the representations, warranties and agreements contained herein, and all of the decisions that Sponsor makes in connection with the Competition, including, without limitation, all decisions regarding the interpretation and implementation of these Official Rules and the administration of

the Competition. All such decisions made by Sponsor shall be final and binding in all respects and not subject to challenge or appeal. Sponsor reserves the exclusive right to address and resolve any aspects of the Competition or incidents that affect the Competition that may not be expressly outlined in these Official Rules, and any such decisions shall be final and binding and not subject to challenge or appeal. Except as otherwise expressly set forth herein, all of Sponsor's rights pursuant to these Official Rules relate to and are exercisable against all Participants as a whole and against each individual Participant.

If there is a discrepancy or inconsistency between disclosures and other statements contained in any Competition materials and the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

The invalidity or unenforceability of any provision in 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. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**7. ELIGIBILITY:** This Competition is open only to Participants who, at the time of entry, are (i) twenty-one (21) years or older, (ii) a legal residents of the 50 United States or the District of Columbia; (iii) the holder of a valid, registered and activated badge (or ticket, wristband or other authorized means of entry) to the Event; and (iv) in attendance at the Event during the Competition Period.

Employees of RELX Inc. and each of its parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of all such individuals, are not eligible to enter or win. Registered exhibitors at the Event, and their immediate family and household members, are not eligible to enter or win.

In the event that any Participant is determined to be ineligible at any time and for any reason, Sponsor reserves the right to disqualify such Participant from the Competition immediately and any such ineligible Participant acknowledges that they forfeit any Awards or rights to same.

Each Participant is solely responsible for obtaining their own badge (or ticket, wristband or other authorized means of entry) to the Event and are solely responsible for all travel costs, travel documentation, accommodations, and other incidentals or expenses needed to be present at the Event and to participate in the Competition. All such costs shall be borne solely by the Participant, and Sponsor will not be held liable for any costs associated with Participant's participation in the Competition.

**8. USE OF DATA:** Each Participant's information will be collected and used by Sponsor in accordance with the Privacy Policy (the "Privacy Policy") posted on https://privacy.reedexpo.com/en-us.html, which is incorporated herein by this reference. By entering the Competition, each Participant agrees and acknowledges that he or she has read, understood and agrees to be bound by (i) these Official Rules; and (ii) the Privacy Policy, each as may be amended by Sponsor. All Participants are expected to review the Privacy Policy carefully before participating in the Competition and each Participant acknowledges

that, in the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control. In addition, Sponsor may engage third party entities to administer certain aspects of the Competition, including without limitation, the collection of Participant information. Notwithstanding anything to the contrary in the Privacy Policy, Sponsor may share Participant's information with third party entities to the extent needed to perform their duties and functions in connection with the Competition or otherwise in accordance with their own independent privacy practices.

- **9. PUBLICITY:** Except where legally prohibited, participation in the Competition constitutes such Participant's grant of permission (and agreement to confirm such grant in writing) for the Released Parties to use such Participant's name, voice, likeness, photograph, video, testimonials, biographical information, and/or statements made by Participant in all media now known or hereafter discovered, worldwide without additional notice, approval, or compensation and in perpetuity. Each winner's name may be included in a publicly available winners list.
- 10. LIMITATION ON LIABILITY; FORCE MAJEURE: Each Participant agrees that Sponsor shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following: (a) incomplete, inaccurate, lost, late, misdirected or illegible entries, winner notifications, Award claims, or Winner Forms or the failure to receive same due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Participant, Sponsor, or otherwise, that may prevent or limit any Participant's ability to participate in the Competition or send or receive messages requiring action or response by such Participant; (b) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Competition; (c) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Participant or Participant's property resulting from participation in the Competition; (d) the awarding, acceptance, possession, use, misuse, loss or misdirection of any Award or participation in any Award related activities or any inability of any winner to accept a Award for any reason; (e) any Participants who do not comply with or who violate the Official Rules or who have committed fraud or deception in participating in the Competition or in claiming a Award; or (f) any delays or disruptions as a result of a Force Majeure (as defined herein).

Sponsor reserves the right to modify, suspend, extend or terminate the Competition or any part thereof if Sponsor determines, in its sole discretion, that the Competition is technically impaired or corrupted or that infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity or feasibility of the Competition or any portion thereof as contemplated herein. In the event Sponsor is prevented from continuing with the Competition or awarding any Awards by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Competition at its sole discretion or to select a winner from entries received prior to such Force Majeure or as otherwise deemed fair and appropriate by Sponsor.

Although Sponsor shall attempt to ensure the integrity of the Competition, Sponsor is not responsible for the actions of Participants in connection with the Competition, including any Participant's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Competition. Sponsor reserves the right, in its sole discretion, to disqualify any Participant and/or revoke any Award to any Participant Sponsor finds to be (a) tampering with the entry process or the operation of the Competition, or with any website promoting the Competition; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Competition through the use of any robotic or automated devices to submit entries.

- **11. LIST OF WINNERS:** To obtain a copy of any legally-required list of winners, please send a properly stamped, self-addressed envelope to: MagicCon 2024 Showcase Competition, 201 Merritt 7, Norwalk, CT 06851, Attn: Anna Castleberry. All such requests must be received within ninety (90) days after the end of the Competition.
- 12. RELEASE OF LIABILITY; GOVERNING LAW; DISPUTES: Each Participant knowingly consents to participate in the Competition under their own free will and without duress or undue influence of any third party. By entering and/or otherwise participating in the Competition, each Participant, on behalf of themselves and their heirs, assumes all risk incidental to participation in the Competition and hereby waives, releases, discharges, and agrees to hold harmless Sponsor and its parents, subsidiaries, affiliates, divisions and partners, the owners of the venue where the Event is being held, the city in which the Event is being held if the city owns the Venue, and each of their respective representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from and against any and all actual or potential, known or unknown, claims, demands, causes of action, costs, losses, injuries, expenses, liabilities or damages of any kind or nature whatsoever, including without limitation mental and/or physical injuries or death and/or damages to or loss of personal property, which may occur in whole or in part, directly or indirectly, in connection with preparation for, or participation in, the Competition; or possession, acceptance and/or use or misuse of the Award; or participation in any Competition-related or Award-related activity; or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility or liability for any damages, losses, or injury to any Participant or to any Participant's property, regardless of how caused, relating to or resulting from the Competition and/or the acceptance or use of any Award.

ALL PARTICIPANTS ACKNOWLEDGE THAT SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY AWARD FURNISHED IN CONNECTION WITH THE COMPETITION. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE PRIVACY POLICY, SPONSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE OPERATION OF THE COMPETITION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION RELATIVE TO THE COMPETITION AND/OR TO THE AWARD(S). ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE COMPETITION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

Except where prohibited, by participating in this Competition each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Competition or any Award awarded shall be resolved individually, without resort to any form of class action and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York and hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non convenient or lack of personal jurisdiction that they may have; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no indirect, punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

- **13. TAXES:** All applicable federal, state, provincial, territorial, and local taxes of all applicable jurisdictions, as well as any transaction fees or other expenses not specified herein, are winner's sole responsibility. An IRS 1099-MISC may be issued to each winner reflecting the actual value of any Awards received. PLEASE NOTE, THE WINNER MAY INCUR A TAX LIABILITY. Participants should consult a tax professional to determine their tax liability; Sponsor is not able allowed to give tax advice.
- **14. SPONSOR:** The "Sponsor" of this promotion is Reed Exhibitions, a division of RELX Inc. (201 Merritt 7 Corporate Park, Norwalk, CT 06851). Any third-party trademarks mentioned herein are the property of their respective trademark owners.