**OFFICIAL RULES**

**WEBSTER HELL COSTUME CONTEST**

* NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT

OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

* THIS IS A SKILL-BASED CONTEST.
* VOID WHERE PROHIBITED BY LAW.
* AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE FORMS MAY BE REQUIRED.
* SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE (INCLUDING WITHOUT LIMITATION IMAGES OF) ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.
* BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU MUST AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING.

1. Eligibility. The 2023 Webster Hell (the “Event”) Costume Contest (the “Contest”) is open only to legal residents of the fifty (50) United States or the District of Columbia, who are at least twenty-one (21) years of age at the time of entry. Employees, officers and directors (and each of their immediate family members (i.e., parents, legal guardians, children, grandparents, grandchildren, spouses or siblings and their respective spouses) and those living in their same households, whether or not legally related) of Loyal Lotus, LLC, EV Events Center, LLC (hereinafter the “Sponsor”), The Bowery Presents, LLC, AEG Presents LLC, and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win the Contest. By participating, entrants (each, an “Entrant” and collectively, the “Entrants”) agree to be bound by these “Official Rules” and the decisions of the Judge (as defined below) and/or Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules. Void where prohibited by law.

2. Entry Period.

The Contest begins sometime after midnight and ends approximately an hour later, unless otherwise extended in Sponsor’s sole and absolute discretion (the “Contest Period”).

3. How to Enter. To enter the Contest, you must be present at the Event during the Contest Period.

Additionally, each Entrant must be present during Contest Period and permit photography and recording of their costumes as indicated by the Sponsor (collectively, the “Content Submission”), all in accordance with all of the following:

* INELIGIBLE COSTUMES –No pyrotechnics, live flame, or smoke generators of any kind are allowed. Any costume that “makes a mess” will not be allowed.
	+ Any item capable of firing projectiles will not be allowed. This includes airsoft guns, Nerf guns, water guns, BB and pellet guns, and others, as we deem inappropriate.
	+ Costumes and props must be worn and carried with no risk of injury to people or property.
	+ Costume Contest Administrators have the final say about what is and is not appropriate. We reserve the right to disqualify inappropriate costumes and remove unsafe props.
* Limit one (1) Contest Submission per Entrant

All Contest Submissions must be received by the end of the Contest Period to be eligible to participate in the Contest. A Contest Submission may in Sponsor’s sole and absolute discretion be rejected and the Entrant disqualified if the Contest Submission fails to follow the technical, creative, and legal requirements disclosed in person at the Event or in these Official Rules. Those Entrants who fail to follow all of the instructions provided in person at the Event and/or these Official Rules, provide the required information in their Contest Submission, comply with all Content Submission requirements, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All Contest Submissions that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Assurance of attendance by Entrant during the Contest Period is the sole responsibility of the Entrant. Entrants must purchase separate tickets to the Event in order to enter.

4. Content Submission Guidelines. Content Submissions that do not meet the following “Content Guidelines” are subject to disqualification and/or removal, each at Sponsor’s sole and absolute discretion:

* Content Submissions must comply with these Official Rules and meet all specifications or requirements called for herein and other instructions provided by Sponsor.
* Each Content Submission, in its entirety, must be an original work created by the Entrant and suitable for presentation in a public forum. Content Submissions may not contain any trademarks, brand names, logos, or other intellectual property owned by third parties, other than Sponsor’s trademarks solely to the extent expressly authorized herein, and Content Submissions must not incorporate the names, images, likeness, or personas of, or refer to, any party other than the Entrant (including, without limitation, the Entrant’s family members and friends), unless the Entrant has obtained all consents, licenses, permissions, and clearances required for the Entrant to use same in connection with the Content Submission and to grant to Sponsor the rights granted herein.
* By submitting this Content Submission, the Entrant represents that Entrant has the rights to use any and all names, images, likeness, copyrights, trademarks or other intellectual property rights or interests of third parties (persons or entities). To the extent any third party intellectual property is used or referenced in the Content Submission, the Entrant represents that they have obtained all required consents, licenses, permissions, and clearances.
* Content Submissions may not feature or otherwise include minors.
* Content Submissions must not include material that: (a) is violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor’s sole and absolute discretion), (f) features fire, pyrotechnics, or any other dangerous aspect; and/or (g) features, references or glorifies drugs or drug paraphernalia.
* Content Submissions must not reveal any personal information about another individual, including, without limitation, another person’s address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.

5. Intellectual Property. Entrants, upon submission of their Contest Submissions, hereby irrevocably grant to Sponsor, and each of its affiliates, licensees, successors and assigns during the Contest Period an exclusive, and after the Contest Period a non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Contest Submissions submitted as part of the Contest, and all images, video, text and materials depicted therein, in whole or in part, in any manner or medium now known or hereafter devised (including, without limitation, CDs, DVDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants except for the awarding of the Prizes (as defined below) to the individuals selected as the Winners (as defined below). Sponsor, and each of its affiliates, successors, assigns and licensees, have the right to make unlimited derivative works from the Contest Submissions, to assign or transfer any or all rights in and to the Contest Submissions and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor and its affiliates have the right, but not the obligation, to use the Contest Submissions in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called “moral rights (droit moral)” now or hereafter recognized in connection with the Contest Submissions. Entrant irrevocably assigns and transfers to Sponsor all of Entrant’s right, title and interest in and to the Contest Submission and all art design, images, text and any other materials used or created in connection with the Contest Submission (“Selected Art”), including but not limited to, all copyright and trademark rights which he or she may have which shall vest in Sponsor, for consideration, the receipt and sufficiency of which is hereby acknowledged. Upon request of Sponsor, Entrant shall perform any administrative matters related to the assignment by completing and submitting an assignment as is reasonably necessary to establish ownership of the right, title and interest in and to the Selected Art (which may or may not be included in the Prize Acceptance Documents (as defined below)) (and any other documents reasonably requested by Sponsor). Entrants has the ability to assign all such rights to Sponsor free of any limitations, restrictions or third-party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Contest Submissions and is not obligated to use any Contest Submission. Entrants agree not to issue any publicity concerning Sponsor or its affiliates. Entrants agree to provide to Sponsor a written clearance document or signed release that provides written consent of any individual that appears in or is mentioned in a Contest Submission allowing Sponsor and its affiliates to use the Contest Submission as contemplated herein. Entrants agree that neither Sponsor nor its agents shall be responsible for return or preservation of the Contest Submissions submitted. Contest Submissions may be posted on Sponsor’s website, the Contest Website, the Event website, and/or any of Sponsor’s and/or its affiliates’ pages on social media sites or other websites or pages associated with Sponsor, the Event, or any party affiliated with the Event, in which case they will be available to be viewed by anyone with access to the Internet. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their Contest Submission that may have familiarities or similarities to his/her own Contest Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Released Parties (defined below) because of these familiarities or similarities. Nothing herein shall create an implied or express contract to compensate Entrants for any Contest Submissions and there is no obligation for Sponsor to pay or otherwise compensate Entrants for any of Entrant’s ideas or materials in any communications with Sponsor, whatsoever. The decisions of Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, city and state, photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without compensation, in all media now known or hereafter devised, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their Contest Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the Contest.

BY ENTERING THE CONTEST, ENTRANT ACKNOWLEDGES THAT THE CONTEST SUBMISSION MAY BE POSTED ON SPONSOR’S WEBSITE, THE CONTEST WEBSITE, THE EVENT WEBSITE AND/OR ANY SOCIAL MEDIA SITES OR OTHER SITES ASSOCIATED WITH SPONSOR, THE EVENT, OR ANY PARTY AFFILIATED WITH THE EVENT.

6. Representations and Warranties. Each Entrant represents and warrants that they have read, understand and will follow the Official Rules. Each Entrant further represents and warrants that their Contest Submission (and all matters therein): (1) is a wholly original work created by such Entrant and not a copy or imitation of any other material; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (including, without limitation, right of publicity and privacy rights, defamation, false light, moral right, etc.) or any property rights (including, without limitation, copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; (3) is not defamatory, slanderous or libelous, and (4) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation that adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each Entrant further represents and warrants that they have the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights granted hereunder. Each Entrant further acknowledges and agrees that they have not previously granted, assigned or otherwise transferred or hypothecated their Contest Submission to any other third party. Further, each Entrant represents and warrants that Sponsor’s use of any Contest Submission (or any portion thereof) shall not violate an agreement to which such Entrant is a party.

7. Indemnity. Each Entrant agrees to defend, indemnify and hold harmless the Released Parties (as defined below) from and against all the liabilities, claims, damages and expenses (including reasonable attorneys’ fees and costs) arising out of such Entrant’s failure to comply with these rules or any breach of any representation, warranty or covenant made by such Entrant in connection with their acceptance of these Official Rules or their Contest activities.

8. Determining the Winners. One (1) Entrant will be selected as the winner of the Grand Prize (as defined below), one (1) Entrants will be selected as winner of Second Prize, and one (1) Entrant will be selected as the winner of Third Prize, as further described in Section 10 below, in the Contest. Any Entrant selected as a winner shall be a “Potential Winner” until such time as it can be verified by the Sponsor or its designee that the Potential Winner has (or if the Potential Winner is a Group Project, that all members of the Potential Winner have) complied with these Official Rules and met the terms and conditions set forth herein. Once verified, a Potential Winner shall be declared a winner by Sponsor (each selected and verified Potential Winner, a “Winner” and collectively, the “Winners”).

The process for selection will be as follows:

All Contest Submissions will be reviewed by members of the Event host/producer (the “Judge”) based on the following judging criteria (collectively, the “Judging Criteria”):

* 45% creativity of the Content Submission
* 35% visual and aesthetic appeal of the Content Submission
* 10% apparent amount of time and effort that went into making the Content Submission
* 10% the extent to which the Content Submission fits with Event aesthetic.

If there is a tie for any number of Winners after the Judge apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Winner.

9. Winner Notification. Each Potential Winner will be notified at the Event within \_\_\_\_\_\_ from the conclusion of the Contest Period (“Winner Notification Date”), unless the Contest Period is extended by Sponsor. Must be present to win. As a condition to participating in the Contest, each Entrant agrees that if they are selected as a Potential Winner, they, and any individual that will be accompanying the Potential Winner (if applicable and permitted by Sponsor) with respect to the applicable Prize (as defined below), will be required to execute and return a number of agreements which may include, in Sponsor’s sole discretion, but not be limited to: an affidavit of eligibility, a liability release, a publicity release, an intellectual property grant confirmation, and services and performances agreements (collectively, “Prize Acceptance Documents”) within three (3) days of the date of issuance. If such documents are not returned within the specified time period, a Prize or Prize notification is returned as undeliverable or not promptly responded to, Sponsor is unable to contact the Potential Winner or the Potential Winner is not in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor’s discretion, an alternate Potential Winner selected. Non-compliance shall result in disqualification and award of the Prize to an alternate Potential Winner at Sponsor’s discretion. If a Potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines the Prize for any reason prior to award, such Potential Winner may be disqualified and an alternate Potential Winner may be selected at Sponsor’s discretion. Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify any Potential Winner.

10. Prize. One (1) Grand Prize Winner will receive $3,500; one (1) Second Prize Winner will receive $1000; and one (1) Third Prize Winner will receive $500. The foregoing prizes are each individually referred to as the “Prize” and collectively, the “Prizes.” All Winners and any permitted guests of Winners must be at least 21 years of age to receive the applicable Prize.

The Winners will not receive any compensation other than the applicable Prizes whatsoever. ALL TRAVEL ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Sponsor is under no obligation to display, market or advertise the Content Submission and such Content Submission is subject to all terms and conditions set forth herein and in the Prize Acceptance Documents. The retail value of all Prizes is $5000.

Sponsor shall have the right, but not the obligation, to record (including but not limited to, the rights to videotape, film, audiotape and photograph) the Selected Art (the “Production”) and the exclusive worldwide right and license to exploit any programming resulting from the Production in all formats for an unlimited number of times in any manner including but not limited to cable television, direct broadcast satellite, pay-per-view, video-on-demand, internet, theatrical, and all means and media now known or subsequently developed subject to all terms and conditions set forth in the Prize Acceptance Documents.

If, for whatever reason, any event associated with any Prize, including any portion of the Event (if applicable), is cancelled after such Prize is awarded, Sponsor shall not be responsible for awarding such Prize. No compensation will be paid in lieu of the cancelled event. Any tickets, wristbands, and/or passes to the applicable event(s) are subject in all respects to the terms and conditions set forth on the tickets, wristbands and/or passes and any requirements of the facility/facilities hosting the event(s). Seat locations (if applicable) will be determined by Sponsor. The Winners are strictly prohibited from selling, auctioning, trading or otherwise transferring any tickets, wristbands and/or passes to any such event, if any, unless Sponsor consents in writing. The Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor’s sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize details and availability are subject to change and Prize provider’s and Sponsor’s rules and restrictions. In the event a Winner engages in behavior that (as determined by Sponsor or any Prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate and revoke the applicable Prize(s). All Prizes are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prizes they receive (including without limitation all costs necessary to claim the applicable Prize(s), including travel, if any), regardless of whether they, in whole or in part, are used.

11. General Conditions. **By participating in the Contest, Entrants and their guests (if applicable) agree to be bound by decisions of Sponsor and its personnel.** Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged Contest Submissions; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Contest Submissions, the announcement of the Prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website, users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to Entrants’, participants’ or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor, will at Sponsor’s sole discretion be disqualified and all associated Contest Submissions will be void. Should any portion of the Contest be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Contest Submissions, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the Potential Winners from all eligible, non-suspect Contest Submissions received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Release. By participating in the Contest, Entrants agree to release, discharge and hold harmless Sponsor, The Bowery Presents, LLC, AEG Presents LLC, Village Halloween Parade Inc., d/b/a Hudson Valley Community Productions (Sinterklaas), Anschutz Entertainment Group Inc., Onexim Sports and Entertainment Holdings, Inc., the Event venue, any artist participating in the Event and, as applicable, each of their respective parents, subsidiaries, affiliates, agents, distributors, licensors, licensees, landlords, representatives, attorneys, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (“Released Parties”), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrants’ participation in the Contest and/or related to any Prize (including, without limitation, losses, damages or injuries (up to and including death) to Entrants’ or any other person’s equipment or other property, or to their persons, related to participation in the Contest, or arising out of any violation of rights of third parties (including, without limitation, claims related to violation of publicity rights, privacy rights, intellectual property rights, and claims of defamation or portrayal in a false light), or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or Prize). Without limiting the generality of the foregoing Entrants agree that Released Parties: (A) have neither made, nor will be in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to any Prize, including, without limitation, to any Prize’s quality or fitness for a particular purpose; and (B) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties or (2) by any cause, condition or event whatsoever beyond the control of the Released Parties. Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against any Released Party. Sponsor is not responsible for the actions of Entrants in connection with the Contest, including Entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

The Contest is in no way sponsored, endorsed, administered by or associated with, Meta, Facebook, Instagram, Twitter or any other social media website or company and all Entrants agree to release and hold harmless the foregoing entities from any and all liability associated with or arising out of the Contest.

13. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Contest or providing any Prize by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic (including, without limitation, the continuation or resurgence of the COVID-19 pandemic), earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation (including, without limitation, any order, restriction or guidance issued in connection with the COVID-19 pandemic, such as, without limitation, stay at home orders, limitations on gatherings or venue capacity restrictions), 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 or terminate the Contest and/or the distribution of any prizes. Sponsor additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; and/or (2) to disqualify any Entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.

14. Governing Law / Limitation of Liability. THESE OFFICIAL RULES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA AS APPLIED TO AGREEMENTS ENTERED INTO AMONG CALIFORNIA RESIDENTS TO BE PERFORMED ENTIRELY WITHIN CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAWS RULES. UNLESS THE DISPUTE SHALL BE RESOLVED THROUGH ARBITRATION PURSUANT TO SECTION 15 BELOW, ANY DISPUTE ARISING OUT OF OR RELATED TO THE OFFICIAL RULES SHALL BE LITIGATED EXCLUSIVELY IN THE COURTS OF LOS ANGELES COUNTY, CALIFORNIA. BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS ($10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS ($10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) ENTRANTS’ REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

15. Disputes / Arbitration / No Class Relief. Except with respect to the protection and enforcement of the intellectual property rights of the Released Parties and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to these Official Rules or the Contest shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) as supplemented by AAA’s Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Los Angeles County, California and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this section, shall be filed and adjudicated in a state or federal court in Los Angeles County, California, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys’ fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prize awarded, will be resolved individually, without resort to any form of class action.

16. List of Contest Winners / Official Rules Requests. To receive a copy of the Official Rules, send a self-addressed stamped envelope to EV Events Center, LLC, Attn: Vincent Nardone, 53 W 23rd St, Floor 5, New York, NY 10010, within sixty (60) days of the expiration of the Contest Period. To receive a list of winners, send a self-addressed stamped envelope to Webster Hell Contest, Attn: Vincent Nardone, 53 W 23rd St, Floor 5, New York, NY 10010 within sixty (60) days after the Winner Notification Date. Vermont residents may omit return postage with Official Rules requests.

17. Identification of Sponsor. This Contest is sponsored by EV Events Center, LLC, located at 53 W 23rd St, Floor 5, New York, NY 10010.

18. Privacy Policy. Information submitted in connection with this Contest will be treated in accordance with these Official Rules and the Sponsor’s Privacy Policy (as may be amended from time to time), currently located at https://www.aegworldwide.com/privacy-policy, provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

19. Entire Agreement. These Official Rules contain the entire agreement of the parties with respect to the subject matter hereof. No promise, representation, warranty or covenant not included in the Official Rules has been or is being relied on by any party. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

20. Severability. In the event that any provision of these Official Rules or the Prize Acceptance Documents becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

21. Waiver. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Sponsor’s failure to seek redress for the violation of or to insist on strict performance of any provision of these Official Rules shall not prevent or dilute its right to insist later on such performance of the same or a similar provision or to have redress for the same or a similar violation, regardless of its prior knowledge or lack of knowledge.

END OFFICIAL RULES