## ANIME EXPO LITE 2021 DIGITAL SCAVENGER HUNT OFFICIAL RULES

1. Official Rules. The Anime Expo 2021 Digital Scavenger Hunt (the "Sweepstakes") is subject to these Official Rules, except as expressly stated otherwise. No purchase necessary. A purchase does not improve your chances of winning. Void where prohibited. The Sweepstakes is sponsored by Society for the Promotion of Japanese Animation, 1522 Brookhollow Dr. Suite 1, Santa Ana, CA 92705 (the "Sponsor").

2. Eligibility. The Sweepstakes is open to legal residents of the United States (but excluding U.S. military installations in foreign countries and all other U.S. territories and possessions), who are 18 years of age or older at the start of the Sweepstakes ("Entrant"). By participating in the Sweepstakes, Entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor.

**3. Privacy**. The information you provide in your entry will be used for administering this Sweepstakes and for marketing purposes in accordance with Sponsor's privacy policy found here: <u>http://www.anime-expo.org/plan/policies/</u>. By participating in the Sweepstakes, Entrants hereby agree to Anime Expo's collection and usage of their personal information and acknowledge that they have read and accepted Anime Expo's privacy policy.

**4. Sweepstakes Period**. The Sweepstakes begins at 12:01 p.m. PDT on July 3, 2021 and ends at 11:59 p.m. PDT July 16, 2021 (the "Sweepstakes Period").

**How to Enter the Sweepstakes**. For an Entrant to qualify for the Sweepstakes and participate in the Sweepstakes as a "Qualified Entrant," under these rules, the Entrant must go to <u>https://www.anime-expo.org/2021/06/29/introducing-anime-expo-lite-2021-digital-scavenger-hunt/</u> to access the list of answers or items that will be needed to complete the entry form for the Sweepstakes. Thereafter, Entrants will need to follow the Clean & Clear Instagram and Facebook pages, visit <u>https://www.walmart.com/browse/beauty/clean-</u>clear/1085666\_3316357\_9060273\_ to take a screenshot, and visit <u>anime-expo.org/blog</u> or <u>lite.anime-expo.org</u> to collect answers that pertain to content and through the Anime Expo Lite broadcast on July 3<sup>rd</sup> and 4th, 2021 via Tixr.com, or Entrants can watch Anime Expo Lite on video on demand via Tixr.com from July 5<sup>th</sup> to 16<sup>th</sup>, 2021. Thereafter, Entrants may register their entry to the Sweepstakes, by completing the entry form located at <u>https://survey.anime-expo.org/zs/TECNfc</u>. All entries must be received by 11:59p.m. PDT on July 16, 2021, in order to be included in the prize drawing for this Sweepstakes.

All contact information provided must be valid, current, and complete. All entries must be received by the end of the Sweepstakes period. Incomplete, garbled, corrupted, or otherwise illegible entries are void and will not be accepted. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.

In the event of a dispute as to the identity of a Sweepstakes Entrant, the Entrant will be deemed to be the person in whose name the e-mail account used by Entrant at the time of entry was

opened. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Sponsor reserves the right to disqualify any entry that it believes, in its sole discretion, does not meet terms and conditions of these Official Rules.

**5. Random Drawing; Sweepstakes Prize; Prize Conditions**. There will be thirty (30) entrants ("Selected Entrants") selected by random drawing from among all eligible entries received during the Sweepstakes Period. If eligible under these Official Rules, the Selected Entrant will be awarded one of the following prize packages:

Qty	Description	ARV
5	Grand Prize Package consisting of:	
	\$250 Wal-Mart Gift Card	-
	Morning Burst Facial Cleanser	\$5.49
	Advantage Acne Spot Treatment	\$6.47
25	Clean & Clear Product Prize Package consisting of:	-
	Morning Burst Facial Cleanser	\$5.49
	Advantage Acne Spot Treatment	\$6.47

Total ARV of all prizes is \$1608.80.

No substitution, transfer, or cash redemption of the Prize permitted, provided however that Sponsor reserves the right to substitute the Prize with another prize of equal or greater value should the advertised Prize become unavailable for any reason. The Selected Entrant cannot assign or transfer Prize to another person or business.

Sponsor (a) makes no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (b) disclaim any implied warranty.

6. Liabilities. Selected Entrant is solely responsible for any and all federal, state, and local taxes on prizes. All activities related to the Prize are at Selected Entrant's own risk and subject to whatever restrictions are imposed by the entities that govern such activities. Selected Entrants may be issued an IRS Form 1099 for the ARV of any awarded Prize.

7. Unclaimed Prize. If the prize notification or Prize is returned as undeliverable, or if a Selected Entrant may not accept or receive the Prize for any reason, the Prize will be forfeited, and another Selected Entrant will be chosen. Sponsor may not make multiple attempts to contact potential Selected Entrants. If any potential winner cannot be contacted, or if a prize is returned as undeliverable, he/she forfeits the prize. In the event that any potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes valued at \$25 or less will not be awarded. Prizes will be fulfilled via email to the email address associated with each winner's Account at the time of the win.

8. Odds. The odds of winning depend upon the number of eligible entries received.

**9.** Notification of Selected Entrants. Potential Selected Entrants will be notified on July 23, 2021. Potential Selected Entrants will be required to respond as directed within three (3) days the notification. Potential Selected Entrants may also be sent a liability release form and Selected Entrant's declaration of eligibility ("Release"), which if provided must be completed and signed prior to being awarded the Prize, either by U.S. mail, overnight courier, or digital transmission.

10. Collection of Information. As stated above, the Sweepstakes is not open to anyone under the age of 18 in the United States. In the event that Anime Expo becomes aware that you are under the age of 18 or not a resident of the United States, Anime Expo will delete, erase or destroy any and all personally identifiable information that is obtained from the Entry Materials. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to privacy@spja.org. You may also withdraw your personal data upon request; however you will be disqualified as an entrant in the Sweepstakes if you withdraw your personal data prior to the determination and fulfillment of the prizes listed above.

**11. Publicity**. By participating in the Sweepstakes, each Entrant agrees to be bound by these Official Rules and irrevocably grant Sponsor and its respective successors, assigns and licensees the right to use such Entrants' name, voice, photograph, video or film clips, biographical information and/or other visual likeness in any and all media or formats known or later developed without any further compensation, permission or notification for any purpose, including without limitation, commercial, advertising and promotional purposes in connection with Sponsor's website and social media accounts.

## 12. Sweepstakes Interference.

- **a.** <u>Impairment</u>. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond Sponsor's control impairs the integrity or proper functioning of the Sweepstakes. 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 Sweepstakes, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person.
- **b.** <u>Sponsor's Remedies</u>. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Entrant may not enter with multiple identities or use any automated system, bot or other device. Any attempt to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent of the law, including criminal prosecution.

## 13. Limitations of Liability.

- **a.** <u>Entrant's Sole Remedy</u>. If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the same Sweepstakes during the Sweepstakes Period.
- **b.** <u>Indemnification</u>. Entrants and Sweepstakes Selected Entrants also agree to release, discharge, indemnify, and hold harmless Sponsor, Johnson & Johnson, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Released Parties") from and against any claims, actions, liability, loss, injury or 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, without limitation death to Entrants, Sweepstakes Selected Entrants, or any third party, or damages or losses to property of any kind resulting in whole or in part, directly or indirectly, by any reason, from:
  - i. use, redemption, acceptance, possession, ownership, or misuse of any prize;
  - **ii.** participation in any activity, event, or excursion offered in connection with the Prize;
  - iii. use of any facility, service and/or accommodation related to the Prize; or
  - iv. participation in any Sweepstakes-related activity or participation in the Sweepstakes.

14. No Liability. Sponsor will not be liable for:

- a. late, lost, delayed, misdirected entries or communications;
- **b.** telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors;
- **c.** data corruption, theft, destruction, unauthorized access to or alteration of entries or other materials;
- **d.** any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of the Prize, or from participation in the Sweepstakes; or
- e. any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes.
- **f.** <u>Technical Malfunctions</u>. Without limiting the generality of the foregoing, Sponsor is not responsible for computer malfunctions, network connections, email delivery problems, Sponsor or third party systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in internet services, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications.
- **g.** <u>Force Majeure</u>. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, 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 subject to any governmental approval which may be required, Sponsor will have the right to modify, suspend, or terminate the Sweepstakes. If

the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor may, if possible, select the potential Selected Entrants by random drawing from among all eligible, non-suspect Entries received as of the date of the event that gave rise to the termination.

- **15.** Severability. The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not included.
- 16. Governing Law and Venue. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California, and each Entrant irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against Sponsor in any way arising from or relating to this Sweepstakes or these Official Rules in any forum other than the appropriate district or State courts of the State of California.
- **17. Disputes**. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor or the Released Parties will be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules will not constitute a waiver of that provision. As a condition of participating in this Sweepstakes, each Entrant waives any right to participate in a class action or have a trial by jury for any litigation directly or indirectly arising out of, under or in connection with the Sweepstakes.
- 18. Sweepstakes Results: To obtain a copy of these Official Rules or a winner's list within 90 days of the end of the Sweepstakes Period, go to <u>https://www.anime-expo.org/animeexpo-lite-2021-digital-scavenger-hunt-winners</u>