

## OFFICIAL RULES: SKYLANDERS CREATOR CONTEST

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.**

1. **CONTEST TERM AND DEADLINES:** The "SKYLANDERS CREATOR CONTEST" (the "Contest") begins October 24, 2016 10am Pacific Tim ("PT") and ends November 27, 2016, 11:59pm PT ("**Contest Period**") and will be divided into five (5) entry periods (each, an "**Entry Period**") as listed below. All entries received after November 27, 2016, 11:59pm PT will be ineligible to win a prize. Sponsor reserves the right to extend the Contest Period without notice to entrants in its sole discretion.

Entry Period 1: October 24, 2016 10 AM to October 30, 11:59 PM

Entry Period 2: October 31, 2016 12:00 AM to November 6, 2016 11:59 PM

Entry Period 3: November 7, 2016 12:00 AM to November 13, 2016 11:59 PM

Entry Period 4: November 14, 2016 12:00 AM to November 20, 2016 11:59 PM

Entry Period 5: November 21, 2016 12:00 AM to November 27, 2016 11:59 PM

2. **ELIGIBILITY:** The Contest is open and offered only to legal residents of the following countries: the 50 United States and the District of Columbia (excluding Puerto Rico and other U.S. territories and possessions), Canada (excluding Quebec), the United Kingdom, France, Germany and Spain, 18 years of age or older at the time of entry. Contest is void in Puerto Rico and other U.S. territories and possessions and where prohibited or restricted by law. Employees, officers and directors of Activision Publishing, Inc. ("**Sponsor**") and each of their respective parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, Web masters and Web suppliers, and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsor, the "**Contest Entities**"), and their IRS dependents, immediate families (spouse and parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Contest. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to this Contest.

3. **HOW TO ENTER:** After the start of each Entry Period during the Contest Period, Sponsor will post a call to action message on the official Skylanders social media pages on Twitter, Instagram and Facebook, directing entrants to design a Skylanders character according to a specific elemental theme. To enter this Contest, during an Entry Period entrants must: 1) download the Skylanders Creator App (the "**App**") available from the Apple App Store, Google Play and the Amazon App Store; 2) create a Skylanders character in the App or in the *Skylanders Imaginators* game in accordance with the elemental theme of such Entry Period; 3) post a photo of the created character to Twitter, Instagram or Facebook using the hashtag "#creatorcontest"; 4) fill out on the form on the entry page located at [www.skylanders.com/creatorcontest](http://www.skylanders.com/creatorcontest) and submit a link to the aforementioned social media post including the character. Limit of one (1) entry per person/email address/household per Entry Period

regardless of method of entry. Proof of submission is not proof of receipt. Sponsor is not responsible for any charges wireless service provider may charge entrant. Any attempt at any other method of Entry is void. Any attempt by any person to obtain more than the stated number of Entries by using multiple/different email accounts, or any other methods including, without limitation, script, macro or any automated or other means which subverts the Entry process, will void all of that person's entries and that person will be disqualified. Entries must not contain content that is unlawful or inconsistent with Sponsor, the *Skylanders* game or its brand image. Entries cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially-dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and (g) depict, and cannot itself, be in violation of any law. By submitting an Entry you warrant and represent that it: (a) is your original work; (b) has not been previously published; (c) has not received previous awards; (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from any third party whose name or likeness or other proprietary right is used in the entry, if any; and (f) that publication of the entry via various media including Web posting, will not infringe on the rights of any third party. Sponsor may disqualify any such Entry at its sole discretion. By entering, you acknowledge that your entry may be posted on the Sponsor's web site and be included in the *Skylanders* game, with no compensation to entrant in the sole discretion of Sponsor. Sponsor does not have any obligation to use or post any entry you submit. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose. You hereby grant to Sponsor a fully paid up, worldwide, perpetual license in any and all media for such use. Sponsor reserves the right to amend and/or modify these rules in its sole discretion without notice to entrant.

4. CONTEST JUDGING: Entries will be judged by Sponsor, whose decisions are final and binding in all matters relating to the judging of this Contest. Entries will be judged on the following criteria:

- 30% diversity of parts comprising character
- 30% uniqueness
- 40% creativity of accompanying catchphrase

The One Hundred (100) eligible entries receiving the highest cumulative score for all criteria awarded by the judges will be deemed winners. In case of a tie, tied Entries will be broken by which Entry conforms to the elemental theme of the relevant Entry Period.

5. WINNER NOTIFICATION: Within thirty (30) days of the conclusion of the Contest Period, Sponsor shall endeavor to notify potential winner ("Winner") by email to obtain contact details. Potential winners will be subject to compliance with these Official Rules and may be subject to verification of the Entrant's eligibility in addition to signing a liability/publicity release. Winner notification not acknowledged by Winner within forty-eight (48) hours after outreach from Sponsor may be forfeited at Sponsor's discretion and awarded to an alternate winner selected by Sponsor. Any prizes not claimed by alternates within forty-eight (48) hours after outreach from Sponsor shall be considered forfeited.

6. PRIZES: Twenty (20) winners will be chosen from all eligible entries received during each Entry Period for a total of One Hundred (100) winners. Each winner will receive one (1) code redeemable for a 3D printed model of the created character included in the Entry (Approximate Retail Value ("ARV") \$49.99 each.) Total ARV of all prizes = \$4,999. Code redemption requires the App. Sponsor reserves the right, in its sole discretion to substitute the prize (or a portion thereof) with another prize of comparable or greater value. All prize details of the prize are at Sponsor's sole discretion. Allow eight (8) to ten (10) weeks after winner notification (or longer, in case of manufacturing issues) for delivery of prize. Your 3D figure may be slightly different from your creation due to the manufacturing process.

7. CONDITIONS OF PARTICIPATION: Entrants agree (a) that the Contest Entities will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize, or participation in this Contest or any Contest related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any Prize; and (b) except where legally prohibited, each Winner grants (and agrees to confirm such grant in writing) permission for Sponsor and those acting under its authority to use winner's name, city and state of residence, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in any and all media now known or hereafter discovered, worldwide and on the World Wide Web, in perpetuity, in any manner, without notice, review or approval. The Activision Online Privacy Policy will apply to all personal information collected as a result of this Contest.

8. FOR FRENCH RESIDENTS ONLY / POUR RESIDENT FRANÇAIS SOULEMENT : DONNEES PERSONNELLES

Les informations nominatives recueillies dans le cadre du présent Jeu sont traitées conformément à la Loi Informatique et Libertés du 6 janvier 1978 modifiée. Les données à caractère personnel que les participants communiquent dans le cadre du concours sont uniquement destinées à Société organisatrice aux fins de gestion des participations, pour la détermination des gagnants et pour l'attribution et l'acheminement des gains.

Tous les Participants disposent, en application de cette loi, d'un droit d'accès, d'opposition, de modification, et de suppression relatif aux données les concernant qu'ils peuvent exercer en adressant

une demande écrite, signée et accompagnée de la photocopie d'un titre d'identité, par voie postale, à la société :

Activision Blizzard France SAS - Concours SKYLANDERS CREATOR CONTEST - 102/116 rue Victor Hugo – 92300 Levallois-Perret.

9. FOR RESIDENTS OF SPAIN ONLY / SOLAMENTE PARA RESIDENTES DE ESPAÑA : RECOPIACIÓN DE INFORMACIÓN. Al participar en este Concurso, por la presente aceptas la Política de privacidad de Activision, disponible en [http://www.activision.com/index.html#privacy|en\\_US|type:privacy](http://www.activision.com/index.html#privacy|en_US|type:privacy). Según los términos de esta cláusula, aceptas que el Patrocinador asocie tu nombre, imagen e información biográfica a materiales promocionales del Concurso, en caso de que seas elegido ganador (excepto donde la ley no lo permita), y participarás en dicha publicidad (sin cobrar nada a cambio) según el Patrocinador considere, dentro de lo razonable. Tal y como se indica previamente, no puedes acceder al Concurso si no tienes 18 años al principio del mismo. En caso de que el Patrocinador se entere de que tienes menos de 18 años, borrará o destruirá toda la información identificable obtenida a partir de los Materiales de candidatura. En caso de que seas ciudadano de la UE o de algún país que pueda participar en este Concurso, y según indican las leyes aplicables a la obtención y al procesamiento de datos, se te informa de que el gestor de los datos es el Patrocinador, y que los datos obtenidos pueden ser transferidos o almacenados directamente en sus instalaciones de los Estados Unidos. Al participar en este Concurso, das tu consentimiento (según exige la ley vigente) para el procesamiento de los datos personales proporcionados por ti y para cualquier transferencia o almacenamiento en las instalaciones del Patrocinador en Estados Unidos. Si lo solicitas, se te proporcionará acceso a tus datos personales, según la ley vigente y la Política de privacidad de Activision. También tienes derecho a negarte a la recopilación de datos en determinadas circunstancias. Para ejercer este derecho, puedes escribir a "Activision Blizzard Spain – Concurso Verano Skylanders, a/a Activision Blizzard Spain SL Unipersonal, Anabel Segura, 7 - 1ª planta, 28108 Alcobendas, Madrid". También puedes solicitar retirar tus datos personales, pero quedarás descalificado del Concurso si lo haces antes de la determinación y entrega de los premios detallados en la sección 5 del presente documento.

De conformidad con la Ley 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal y su normativa de desarrollo, se informa que los datos facilitados por todos los concursantes, sean ganadores o no del Concurso, serán tratados por Activision para gestionar la participación en el Concurso y serán destruidos después de la finalización del concurso.

En cualquier momento, los concursantes podrán ejercitar los derechos de acceso, rectificación, cancelación y oposición que prevé la legislación vigente al tratamiento de los datos de los concursantes y de los suyos propios enviando una comunicación a Activision Blizzard Spain, S.L.U., calle Anabel Segura, 7 – 28108 Alcobendas, Madrid (Ref. "Protección de Datos").

VERIFICACIÓN DE LA EDAD: Con la finalidad de corroborar que el concursante cumple con el requisito que figura en el punto 2 de estas bases, puede que el padre / tutor del participante debe subir una imagen de su DNI.

10. LIMITATIONS ON LIABILITY: Contest Entities are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen Entries, code requests, codes or mail; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries or codes; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, any errors or problems which may occur in connection with the administration of the Contest, the processing of codes, code requests or Entries, the announcement of the Prizes or in any Contest-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Contest or web site, as solely determined by the Sponsor, will be disqualified (and all associated codes/Entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Entrant agrees that Contest Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from the web site. 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 Entries or codes, Sponsor reserves the right at its sole discretion to suspend or terminate the Contest, and if terminated, randomly select winners from all non-suspect, eligible Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Code is void if not obtained from authorized and legitimate channels, or if the code is, in whole or in part, illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained via fraud or theft. Contest Entities are not liable for printer errors or issuance of any void, misprinted, or irregular code resulting from production or packaging problems or errors. Liability for an irregular code is limited to providing another code, while supplies last, subject to verification of original code irregularity

11. IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST SITE IS PROVIDED "AS IS"

WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. General Release: for Entrants validly participating from Finland, Belgium, Denmark, Germany, Norway, or Sweden:** Sponsor is liable in accordance with statutory law (a) for damages arising as a result of personal injury; (b) in case of intent; (c) in case of gross negligence; and/or (d) in case Sponsor is in breach of the requirements of the Belgian, German or Norwegian Product Liability Acts (applicable to Entrants validly participating from Belgium, Germany and Norway only). Without limiting the aforementioned, Sponsor may only be liable for modest levels of negligence in cases of a breach of a “material” contractual obligation hereunder. “Material” obligations in this sense are obligations that are necessary for the fulfilment of the Agreement, the breach of which would jeopardise the purpose of the contract and the compliance with which you may generally trust in. In such cases, the liability will be limited to the typical and foreseeable damages; in other cases, Sponsor shall not be liable for acts of modest negligence.

**13. CHOICE OF LAW:**

US Participants Only: Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction in Los Angeles, CA. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law, without reference to California choice of law rules, governs the Contest and all aspects related thereto.

Non-US Participants Only: This Agreement will be governed by and interpreted in accordance with the laws of the eligible participant's country of residence any dispute in relation to this contest will be resolved in courts of the participant's country of residence.

**14. WINNERS' LIST:** To obtain a Winners' List, send a self-addressed stamped envelope in a separate, first class stamped envelope to: Skylanders Creator Contest, c/o Activision Publishing, 3100 Ocean Park Blvd., Santa Monica, CA 90405. Requests must be received no later than sixty (60) days following the conclusion of the Contest.

**15. SPONSOR:** Activision Publishing, Inc. 3100 Ocean Park Blvd., Santa Monica, CA 90405. Instagram, Twitter and/or Facebook are not sponsors of, or affiliated with this Contest.