

DEAD BY DAYLIGHT IN-GAME COSMETIC CONTEST

The Dead by Daylight ("**Game**") in-game cosmetic contest (the "**Contest**") is held by Behaviour Interactive Inc. ("**BHVR**") from June 1st to June 22nd 2019 and is only accessible on the following website: <https://forum.deadbydaylight.com/en/> (the "**Contest Page**").

NO PURCHASE NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ALL APPLICABLE FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS AND REGULATIONS APPLY. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (the "**Contest Rules**").

1. ELIGIBILITY

- A. The Contest is open to participants residing in the world excluding Quebec, Brazil, Cuba, Iran, Italy, North Korea, Russia, Sudan, and Syria, who have reached the age of majority in their province/territory of residence or older at the time of their participation. The Contest is void where prohibited or restricted by law.
- B. Employees of BHVR, its affiliates, related companies, or any distributor or company involved in the supply of the Prizes (as defined below), and the household members of any of the above, are not eligible to participate in the Contest.
- C. BHVR shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. BHVR reserves the right, in its sole discretion, to disqualify any participant should such a participant at any stage supply untruthful, incomplete, inaccurate or misleading personal and other information.

2. CONTEST PERIOD

The Contest begins on June 1st, at 2:00 p.m., Eastern Time ("**ET**") and ends at 11:59 p.m. ET on June 21st (the "**Contest Period**"), after which time the Contest will be closed and no further entries will be accepted. BHVR may cancel, terminate or modify the Contest at its sole discretion, at any time.

3. HOW TO ENTER

To enter the Contest, the participant must:

- (i) visit the Contest Page during the Contest Period, and reply to the contest post by submitting your Submission (as defined below) before the end of the Contest Period. Participants must create an account on the Contest Page in order to participate in the Contest.

Each submission must consist of concept art of one (1) cosmetic element ("**skin**") for an original [Survivor](#) or [Killer](#) of the Game and must comprise the 3 following elements in order to be eligible:

- (a) the design of the skin,
- (b) a proposed name for the skin in English, and
- (c) a short description in English presenting the design of the skin (each, a “**Submission**”).

Only Submissions of original Killers and Survivors will be accepted. For the avoidance of doubt, the following licensed Killers and Survivors are not eligible: The Shape, The Cannibal, The Nightmare, The Pig, Laurie Strode, Bill Overbeck, Quentin Smith, David Tapp, Ash Williams).

Submissions with offensive content will not be accepted (i.e. nudity, obscenity, extreme violence, racism, etc.).

Submissions will be publicly displayed on the Contest Page during the Contest Period only.

- A. Limit of one (1) entry and Submission per person, per household and per e-mail during the Contest Period. In the case of multiple entries, only the first eligible entry and related Submission will be considered.
- B. No entries nor Submissions will be returned to participants for any reason. Entries must be received no later than the end of the Contest Period.
- C. Entries will be declared invalid if they are late, illegible, incomplete, or damaged.
- D. Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry.
- E. BHVR reserves the right to make determinations of suitability of the entries and/or Submissions in its sole discretion, and to disqualify any entries and/or Submissions it determines to be inappropriate for any of the reasons listed above, or for any other reason.

4. SUBMISSIONS

- A. The Submissions must be the participants’ original work. Depiction of or mention of any content in the Submissions must not violate any third party personal or intellectual property rights, including without limitation, copyrights, trademarks, publicity or privacy rights.
- B. Provided that the Submissions are eligible as per the Contest Rules, participants acknowledge and agree that BHVR is the first and sole owner of all right, title and interest in the Submissions. This assignment is effective as of the date of receipt of each Submission by BHVR. In the event that participants own any right, title and interest in and to the Submissions, participants agree to assign them from their inception to BHVR and to waive the exercise of any moral right that they may own to the benefit of BHVR. Participants agree to complete and sign any documentation that BHVR may deem necessary to give full effect to this

assignment and waiver.

- C. Prior to the receipt of their Submissions by BHVR, participants warrant and guarantee to BHVR that (i) they are the sole owners of their Submission and have the right and authority to submit their Submission to BHVR, and that (ii) their Submission does not infringe the personal or intellectual property rights of third parties, including without limitation, copyrights, trademarks, publicity or privacy rights.
- D. BHVR may modify and adapt the Submission and/or create derivative works of the Submission, at all times, in its sole discretion.

5. DRAW AND PRIZES CLAIM

- A. On July 5th, 2019 at 12 p.m. ET, at BHVR's offices in Montreal (Quebec), a selection will be conducted among all eligible entries and Submissions received during the Contest Period for the purpose of selecting the potential winners. The selection will be made based on the criteria below:
 - Respect of the Contest Rules;
 - Respect of the essence of the original Survivor/Killer in the Submission;
 - Quality of the Submission;
 - Originality of the Submission.

The selection of the winners will depend on the choice of the BHVR judging panel composed of the Game art director and of members of the development team.

- B. BHVR will pick a maximum of two participants depending on the recommendations of its judging panel. BHVR is the sole judge of this contest and reserves the right to elect the judging panel as it sees fit. All judgment is final and non-negotiable.
- C. The selected participants will be notified by BHVR by email no later than July 18th, 2019 at 12 p.m. ET and shall contact BHVR as prescribed in BHVR's notification.

To be declared winners, the selected participants must:

- (i) comply with these Contest Rules,
 - (ii) correctly answer the mathematical skill-test question on the declaration and release form (described in Section 7 below) (the "**Declaration and Release Form**"), as well as
 - (iii) sign and return the Declaration and Release Form to BHVR within five (5) business days from its receipt.
- D. If the selected participants fail to comply with any of the conditions set forth in the Contest Rules and/or the Declaration and Release Form, they will be disqualified and will not receive the Prize, which may be awarded to other participants selected by BHVR.

6. PRIZE

A. Each of the two winners will be awarded one prize (the “**Prize**”) which consists of:

1. The 3D adaptation of the winner’s Submission by BHVR as an official in-game very rare cosmetic. The cosmetic will be unlockable by all Game players in exchange for 21 500 Iridescent Shards (in-game soft currency). The in-game cosmetic will display the username of the winner’s choice as follows: “Design inspired by [USERNAME]”. Usernames with offensive content will not be accepted.
2. Should the winners own an account in the Game, the 3D model of their Submission will be awarded to them as a skin in the Game, at no charge. The cosmetic will be sent manually to the winners’ accounts by BHVR.
3. Should the winners own an account in the Game, their account in the Game will be awarded with 10 000 Auric Cells (in-game hard currency).

B. The Prize has a monetary value of 100USD and includes only the elements specifically described above. The winners will be solely responsible for ensuring they have access to the Game on the platform of their choice in order to access a part of the Prize.

C. **The following conditions apply to the Prize:**

- i. No changes to the Submission will be accepted once the participant sends his or her Contest entry. BHVR may modify and adapt the Submission and/or create derivate works of the Submission, at all times, in its sole discretion.
- ii. No compensation will be awarded to the winner in the event he/she cannot access the Game and/or the Prizes for any reason whatsoever.
- iii. The winner hereby agrees that BHVR publishes his/her username and social media handle and (that the winner previously provided to BHVR), within the Game and for advertising purposes in connection with the Game and/or Contest, for a period of ten (10) years as of the end of the Contest Period, and he/she consents to the use of such elements according to Section 12 of the Contest Rules.
- iv. The Prize must be accepted as awarded and cannot be contested in any way by the winners. The Prize cannot be transferred, assigned, substituted or redeemed for cash, except as determined by BHVR. BHVR reserves the right, in its sole discretion, to substitute the Prize by prizes of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason. There will be no compensation made to the winner if the Prize (or any portion thereof) is not used.

7. DECLARATION AND RELEASE FORM

The selected participants will be required to fill out, sign and return to BHVR the Declaration and Release Form that confirms: (i) their eligibility for the Prizes and their compliance with these Contest Rules; (ii) their acceptance of the Prizes as offered; (iii) that they are the sole owners of their Submissions prior to their receipt by BHVR and have the right and authority to submit their Submissions to BHVR; (iv) that their

Submission does not infringe the personal or intellectual property rights of third parties, including without limitation, copyrights, trademarks, publicity or privacy rights; (v) their agreement not to instigate, support, or authorize any action, claim or lawsuits against BHVR on the grounds that any use of any Submission or derivative work thereof infringes or violates any of entrants' rights therein, and (vi) their release of (a) Instagram, (b) Facebook, as well as (c) BHVR, its affiliates, shareholders, directors, representatives, officers, employees and agents (collectively, the "**Released Parties**"), from any and all liability for any loss, harm, damages, cost or expense arising in whole or in part, directly or indirectly, from (1) the entrants' acceptance, possession, use or misuse of the Prizes, and/or (2) the entrants' participation in the Contest, and/or (3) any breach of the Contest Rules, and/or (4) any Prizes-related activity, and/or (5) for the use, modification, adaptation, or lack thereof, of the Submission by BHVR, and/or (6) for any potential or actual infringement of third-party personal or intellectual property rights, including without limitation, copyrights, trademarks, publicity or privacy rights-related claims regarding the Submission.

8. RELEASE

By entering the Contest, each participant releases the Released Parties from any and all liability for any loss, harm, damages, cost or expense arising in whole or in part, directly or indirectly, from (i) the acceptance, possession, use or misuse of the Prizes, (ii) their participation in the Contest, (iii) any breach of the Contest Rules, (iv) any Prizes-related activity, (v) for the use, modification, adaptation, or lack thereof, of the Submission or any derivative works based on the Submission, by BHVR, (vi) any and all claims that participants may now or hereafter have in any jurisdiction based on "moral rights" or unfair competition with respect to BHVR's exploitation of entries and/or Submissions without further notification or compensation to participants of any kind, or (vii) for any third-party personal or intellectual property rights infringement of the Submission, including without limitation, copyrights, trademarks, publicity or privacy rights.

9. FACEBOOK AND INSTAGRAM DISCLAIMER

Participants are hereby providing their information to BHVR and not to Facebook nor Instagram. This promotion is in no way sponsored, endorsed or administered by, or in association with, Facebook nor Instagram.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE RELEASED PARTIES BE HELD RESPONSIBLE FOR, AND ENTRANT HEREBY RELEASES THE RELEASED PARTIES FROM ANY CLAIMS ARISING FROM OR IN ANY WAY RELATING TO:

- (i) LATE, LOST, MISDIRECTED, UNINTELLIGIBLE, INCOMPLETE, FALSIFIED, INFRINGING, AND/OR DAMAGED ENTRIES, SUBMISSIONS, NOTIFICATIONS AND/OR REPLIES, INCLUDING ENTRIES THAT CANNOT BE ENTERED FOR ANY TECHNICAL REASON;
- (ii) ANY COMPUTER, ONLINE, SOFTWARE, HARDWARE OR TECHNICAL MALFUNCTIONS THAT MAY OCCUR, INCLUDING BUT NOT LIMITED TO MALFUNCTIONS RELATED TO THE USE OF THE CONTEST PAGE OR THAT

- MAY AFFECT THE TRANSMISSION OR NON-TRANSMISSION OF AN ENTRY AND/OR A SUBMISSION;
- (iii) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST;
 - (iv) ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES AND/OR SUBMISSIONS;
 - (v) THE INABILITY TO CONDUCT THE CONTEST AS PLANNED FOR ANY REASON, INCLUDING THOSE REASONS BEYOND THE CONTROL OF BHVR, SUCH AS TECHNICAL FAILURES; AND
 - (vi) PARTICIPANT'S ACCEPTANCE, USE OR LOSS OF ANY PRIZE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PARTICIPANT IN WHOLE OR IN PART.

Nothing in these Contest Rules shall be deemed to exclude or restrict any of the Participants' statutory rights as consumers.

11. CONDUCT

- A. By entering the Contest, each participant agrees to be bound by the Contest Rules, which will be posted on the Contest page during the Contest Period. Each participant further agrees to be bound by the decisions of BHVR, which shall be final and without appeal.
- B. BHVR reserves the right, in its sole discretion, to disqualify any participant found to be (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest page; and/or (c) acting in an unsportsmanlike or disruptive manner, or with the intent to abuse, threaten or harass any other person. The person in question may be reported to the competent legal authorities.

12. PERSONAL INFORMATION AND AUTHORIZATION

- A. BHVR can collect, process and use information provided by the participants (including – without limitation – his/her username and social media handle) for the sole purpose of administering the Contest and for the promotion of the Contest on its websites and social media pages. BHVR will process any such personal data in accordance with any applicable data protection rules and legislation and its [Privacy Policy](#). Subject to applicable law, Participants may have the right to access, withdraw, and correct their personal data by contacting support@bhvr.com.
- B. By entering the Contest, the participants also agree to grant an irrevocable and royalty free licence and permission to BHVR to use their username and social

media handle (previously provided by the winners to BHVR) , within the Game and for advertising purposes in connection with the Game and/or Contest, in any media and platform now known or hereafter devised, for ten (10) years as of the end of the Contest Period, without any form of compensation or prior notice.

13. INTELLECTUAL PROPERTY

Any and all Contest related material is protected by intellectual property (including but not limited to trademarks, trade names, logos, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations) and is the sole and exclusive property of BHVR. Use of such protected material without the prior written consent of BHVR is strictly prohibited.

14. RULES

The Contest Rules are available on the Contest page during the Contest Period. The Contest Rules are applicable to each person who enters the Contest. BHVR reserves the right, at its sole discretion, to terminate the Contest, in whole or in part, and/or modify or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

15. ORGANIZER

The Contest is sponsored by BHVR, located at 500-6666 Saint-Urbain St., Montreal, Quebec, H2S 3H1 Canada.

16. APPLICABLE LAW AND COMPLAINTS

- A. Participants agree to the Contest Rules and are satisfied that these Contest Rules, Contest Page and the Declaration and Release Form are drafted in English. Acceptance of these Contest Rules is legally binding between the parties concerned.
- B. The Contest, including the Contest Rules, is subject to all applicable Canadian federal and provincial laws and regulations. The parties consent to the exclusive venue and jurisdiction of the courts of Montreal, Quebec.

17. SEVERABILITY

If any provision of these Contest Rules is held by any court or administrative tribunal of competent jurisdiction to be illegal or unenforceable under applicable law, such provision shall be excluded from these Contest Rules and the remaining provisions shall remain in full force and effect. BHVR's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision.

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