# Band With Brightburn Fan Art Contest OFFICIAL RULES

To enter this Contest, you must agree to and abide by these Official Rules.

## **ENTRY**

The Contest begins on or about 12:00 a.m. Pacific Time ("PT") on Monday, August 5, 2019 and ends at 11:59 p.m. Pacific Time ("PT") on Sunday, August 11, 2019 ("Contest Period").

All Submissions to <u>submissions@collider.com</u> must include the Entrant's full legal name, address, telephone number and email address for the purpose of contacting potential winners. The e-mail entry must also include an image no smaller than 1000x1000 pixels in size, in order to be presented for judging.

#### THE COMPETITION

By participating in the Brightburn Fan Art Contest (the "Contest"), each Entrant agrees to be bound by these Official Rules (the "Rules") and by the interpretation of these Rules by Collider ("Sponsor"). In order to enter the Contest, you must follow all of the official Rules and your fan art submission ("Submission") must meet the eligibility criteria below.

## **PRIZES**

There will be at least three (3) prizes awarded, each consisting of a custom Brightburn doll and signed Blu-ray of *Brightburn*. SPONSOR MAY PROVIDE THE SUBMISSIONS TO SONY PICTURES HOME ENTERTAINMENT ("Prize Supplier"). PRIZE SUPPLIER WILL DECIDE, IN ITS SOLE DISCRETION, WHETHER OR NOT TO INCLUDE ANY SUBMISSION IN BRIGHTBURN PROMOTIONAL MATERIALS. IF PRIZE SUPPLIER DECIDES TO INCLUDE THE SUBMISSION IN BRIGHTBURN PROMOTIONAL MATERIALS, IT WILL HAVE THE FULL AND FINAL SAY OVER ALL MATTERS RELATED TO THE USE OF THE SUBMISSION AND RESERVES THE RIGHT TO MODIFY THE SUBMISSION IN ANY WAY FOR USE IN BRIGHTBURN PROMOTIONAL MATERIALS.

## **ELIGIBILITY**

VOID WHERE PROHIBITED.

This Contest is open to residents of the United States, who are 18 years of age or older, except employees, representatives and agents (including any persons with whom they are domiciled, whether related or not) of Sponsor. Any Entrant who is under the age of majority in entrant's place of residence must have parental consent.

Sponsor will have the right to request from any individual who has submitted an entry (each an "Entrant") to provide proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant's disqualification. Sponsor reserves the right to disqualify any Entrants who, in Sponsor's sole discretion, do not comply with these Rules or who otherwise tamper with the entry process.

Eligible individuals may submit multiple Submission entries.

## **SUBMISSIONS**

In order to be eligible for the Prizes, Submissions must:

Have been created by the Entrant;

- Be submitted using the official <a href="mailto:submissions@collider.com">submissions@collider.com</a> e-mail address, and posted to Twitter with hashtag #bandwithbrightburn
- Be at least 1000px by 1000px in size;
- Consist of a traditional drawing or digital drawing (excluding any manipulated photos, screenshots, or image edits);
- NOT have been previously submitted to any BRIGHTBURN contest or third-party contest;
- NOT contain any nudity or other offensive content; and
- NOT contain any copyrighted characters of any other franchise or series besides Brightburn or violate the intellectual property rights of others.

#### WINNER SELECTION

Potential prize winners will be selected by Jackson A. Dunn or a panel of judges, consisting of representatives of the Sponsor ("**Jury**"). The Jury will select each potential prize winner based on the quality and originality of the Submission. The criteria to be used for judging and their relative weight will be as follows:

- Originality: 50%
- Relevance to BRIGHTBURN themes and storylines: 50%

Any submission that does not comply with the requirements of these Rules will receive a score of zero.

All Submissions must be received by August 11, 2019.

The odds of winning this Contest depend on the number of eligible Submissions received.

Any potential winner will be notified by email to the address provided on the contact form. If a potential winner: (i) cannot be contacted; (ii) does not respond within seven days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Release; (iv) refuses the Prize; and/or (v) the prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Contest or receive a Prize, and an alternate potential winner may be selected. Sponsor is not responsible for any change in an Entrant's email address or for any failure whatsoever of Entrant to receive Sponsor's notification or for Sponsor to receive a selected Entrant's response. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Contest, including without limitation the execution of required waivers, publicity and liability releases and disclaimers ("Release"), such individual will be declared a "Winner" of the Contest.

## REPRESENTATIONS AND WARRANTIES OF ENTRANT

Each Entrant warrants and represents that his or her Submission:

- Is original to him or her and that the Entrant has all necessary rights in and to the Submission submitted for the Contest;
- Does not violate any law, statute, ordinance or regulation;
- Does not contain any reference to an identifiable individual or use any individual's likeness;
- Will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- Is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, or involve, without limitation:
  - Nudity, explicit or graphic sexual activity;
  - o Crude, vulgar, or offensive language and/or symbols;
  - o Derogatory characterizations of any ethnic, racial, sexual, or religious groups;
  - o Content that endorses, condones or discusses any illegal or inappropriate behavior or conduct;
  - Conduct or other activities in violation of these Rules:
  - Commercial messages, comparisons or solicitations for products or services other than Brightburn;
  - Any identifiable third-party products, trade dress and/or trade-marks or brands;

Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Sponsor in its sole discretion.

The Sponsor reserves the right, in its sole discretion, to edit or modify any Submission, or to request an Entrant to modify or edit his or her Submission, in order to ensure that the Submission complies with these Rules or for any other reason.

## INTELLECTUAL PROPERTY AND RELEASE

By entering the Contest and submitting a Submission, each Entrant:

- (a) Grants to the Sponsor a worldwide, non-exclusive license in perpetuity to publish, display, reproduce, modify, edit or otherwise use the Submission, in whole or in part, for advertising or promoting the Contest, the Sponsor, or for any other reason;
- (b) Hereby waives all moral rights in and to his or her Submission in favor of Prize Supplier (and anyone authorized by the Prize Supplier to use the Submission); and
- (c) Agrees to release, indemnify and hold harmless the Sponsor, Prize Supplier, and their parent and affiliated entities, agents, employees, directors, successors, and assigns (collectively, the "Releasees") against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property-related cause of action. For greater certainty, the Sponsor reserves the right, in its sole discretion, to modify, edit, or remove, any Submission, or to request Entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission or for any other reason.

## **GENERAL**

This Contest is subject to all applicable federal, provincial, state and municipal laws and regulations. By entering the Contest, participants agree to be bound by these official Rules and by the decisions of the contest jury and/or Sponsor, which shall be final on all matters relating to this Contest.

All Submissions and materials become the property of Prize Supplier and none will be returned. All personal information provided by Entrants will only be used for the purpose of administration of the Contest, with the exception of the winning Entrant's name. Upon choosing the winning Entrant, Prize Supplier will allow Entrant to opt-out of publicizing their first and/or last name in conjunction with the prize announcement.

If for any reason the online portion of this Contest is not capable of being completed as planned because of, but not limited to, computer virus, bugs, tampering, technical failures, or other causes beyond the control of Sponsor, Sponsor reserves the right to cancel, suspend or modify the Contest.