

AtGames Ultimate Holiday Contest - Full Rules and Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who follow **@AtGamesGaming** on Twitter and/or Instagram, and/or **Facebook.com/AtGamesGaming** and who are 18 years of age as of the date of entry. The Campaign is only open to legal residents of The United States of America, and is void where prohibited by law. Employees of **AtGames**, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of **AtGames** as final and binding as it relates to the content of this Campaign. If you are a parent/legal guardian submitting a video featuring your child or on behalf of your child, you also agree to the above mentioned terms and conditions. By holding an account with Facebook, Instagram, or Twitter, you are bound by the terms and conditions associated with each respective platform.

3. **Campaign Period: Entries will be accepted online starting at 12:00 AM PST on November 22, 2019 and ending at 11:59 PM PST on December 11, 2019 .**

4. How to Enter: The Campaign must be entered by:

- a) Submitting your decorated design to ultimateholiday@atgames.net by December 11 at 11:59 PST with your social handle and social channel. Email must also include the subject labelled as “Ultimate Holiday”, the participants name, and a clear picture of the decorated arcade.
- b) Following **@AtGamesGaming** on Twitter and/or Instagram, and/or **Facebook.com/AtGamesGaming**
- c) Must be a resident of the United States



d) Enter into the bonus prize draw by posting your entry on your social channel (must tag @AtGamesGaming) and/or casting your vote for the winners. Entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of **AtGames**.

5) Prizes: The Winner(s) of the Campaign are eligible to receive prizes including, but not limited to:

1st place) \$500 USD

2nd place) Legends or Atari X Console

3rd place) Atari Portable

4th - 10th place) Star Flashback Blast!

10 (ten) Bonus prizes) AtGames Swag (T-Shirts)

- Five random voters
- Five random users who share on social

The specifics of the prize shall be solely determined by AtGames. No cash or other prize substitution shall be permitted except at AtGames discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for AtGames to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: **AtGames** will select the top 10 designs on December 12. Following this, a public vote will commence via Google Forms through a link posted to all of AtGames' social channels (Twitter, Instagram & Facebook) from December 13 - December 19 at 11:59PM PST. The winner's will then be announced on



December 20 via AtGames Twitter, Instagram & Facebook. Winners will be notified by their method of entry (email) on December 20 to collect mailing information. AtGames shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize by 11:59PM PST on December 23 or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (**AtGames'** SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this contest, You understand and agree that **AtGames**, anyone acting on behalf of **AtGames**, and **AtGames** licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of **AtGames**. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless **AtGames** from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which **AtGames** may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: **AtGames** reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause **beyond AtGames** control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, **AtGames** may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by **AtGames**. **AtGames** reserves the right, in its sole



discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the campaign or website or violates these Terms & Conditions. **AtGames** has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, **AtGames** reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: You acknowledge that comments or ratings that you disagree with or are unhappy about may be published or otherwise become associated with Materials that you submit. By submitting content, you waive any privacy expectations that you might have with respect to the Materials. By entering, You agree to release and hold harmless **AtGames** and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF the United States of America AND Los Angeles, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Los Angeles having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this



Campaign). Participant further waives all rights to have damages multiplied or increased.

12. The Campaign hosted by **AtGames** is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or Twitter.

