

JoJos Bizarre Adventure Photo Contest 121616.docx

JoJo's Bizarre Adventure Photo Contest Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
PURCHASE DOES NOT IMPROVE CHANCE OF WINNING.**

- ELIGIBILITY:** This contest is open only to legal residents of the 50 United States, the District of Columbia, and Canada (excluding Quebec) ("Area") who are at least 13 years old and located in the Area at the time of entry. Additionally, the following people are not eligible for entry in this contest: employees, contractors, directors and officers of VIZ Media, LLC ("Sponsor"), its subsidiaries or promotional partners for this contest, and any advertising, fulfillment, judging or promotion agencies involved in the administration, development, promotion and execution of this contest (collectively the "Contest Parties"), and the immediate family members (parent, child, sibling and spouse of each) and those living in the same households of any employee, contractor, director or officer of one of the Contest Parties. Void where prohibited.
- HOW TO ENTER:** The Contest will begin on or about 3:00 PM (Pacific) on December 16, 2016 and end on or about 3:00 PM (Pacific) on December 21, 2016 ("Contest Period"). To enter the contest, post a photo of a JoJo's Bizarre Adventure pose (and follow and additional rules stated by Sponsor on its social media pages) on Facebook, Instagram, or Twitter during the Contest Period with the hashtag #jojospo ("Entry"). Only valid Entries will be considered for prizes, and only one entry will be considered per person. Entries that do not comply with these rules will be disqualified. Contest Parties assume no responsibility for lost, late, misdirected, stolen, mutilated, illegible, undelivered, garbled, damaged or incomplete entries, for postage due mail or submissions, or for any computer, online, telephone or technical malfunctions that may occur. Contest Parties also assume no responsibility for any technical problems in connection with transmission or receipt of the Entry, including without limitation faulty electronic data transmission, traffic congestion on the Internet, hardware or software error, equipment failure or malfunction, or other online communications problems. In the event of a dispute regarding the identity of the person submitting an entry, entries will be considered to have been made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" means the natural person who is assigned to an e-mail address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Automated entries (including but not limited to entries made using any script, macro, bot, or contest service) and facsimiles are not allowed. Potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.
- WINNER SELECTION:** Winners will be selected by Sponsor, in its sole discretion, of all valid entries made during the Contest Period. Sponsor may announce the winners through its website, its social media accounts, and by using the winner's name or applicable username in Sponsor's sole discretion, and Sponsor may display the submitted photo on its social media pages and website. Entrants grant Sponsor a license to use the photos on its website, on its social media accounts, and in its books and magazines. Sponsor's decisions are final and binding on all matters related to the contest. Becoming a winner of the prize is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. Odds of winning depend on the number of eligible entries received. Winner will be asked to provide a mailing address for the shipment of the prize, if necessary. If any prize correspondence (including e-mail or regular mail) is returned as non-deliverable, prize may be forfeited and an alternate winner selected. Unclaimed prizes will not be awarded. Winner may be required to complete, sign and return an Affidavit/Declaration of Eligibility/Liability Release, and, where lawful, a Publicity Release within fourteen (14) days of attempted notification or prize may be forfeited and an alternate winner selected. If no documentation is required by Sponsor, prize will be shipped (if shipment is required) within 6 weeks of drawing date.
- PRIZE:** Sponsor will select six winners, but may select fewer or more depending on the number of Entries and the quality of the Entries. Prizes include five hats and one clutch (each ARV US\$20 / CAN\$26), and each winner will receive one item. All expenses not specifically set forth herein are winner's sole responsibility. No substitution, cash redemption or transfer of prize is permitted except

at Sponsor's sole discretion. If prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Any portion of the prize not accepted by winner shall be forfeited.

5. **GENERAL CONDITIONS:** Prize(s) will be awarded only to an address within the Area. Winner is solely responsible for any taxes on prize. If prize is \$600 or more and winner is a legal U.S. resident, winner will receive an IRS Form 1099 for the approximate retail value of the prize. Canadian residents may be subject to withholding taxes and Canadian residents are responsible for the reporting and payment of any income tax. By participating, entrants agree to these Official Rules, and to the Sponsor's decisions with regard to these Official Rules and the contest, which are final and binding in all respects. If for any reason the contest is not capable of running as planned, including without limitation due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the contest and select the winner from all eligible entries received prior to the cancellation or termination. This contest is offered only in the Area and is governed by the laws of the State of California, without regard to its conflicts of laws principles, and all claims must be resolved in the federal or state courts located in San Francisco County, California.

6. **LIMITATIONS OF LIABILITY AND RELEASE:** By accepting the prize, winner agrees that (a) the Contest Parties and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by winner against any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the contest; from acceptance, possession, misuse or use of any prize; or from participation in any prize-related activity or any travel related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all 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; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. All entrants understand and agree that Facebook, Twitter, and YouTube are not in any way connected or associated with this contest and that Facebook, Twitter, and YouTube do not sponsor, endorse, or administer this contest. Each entrant understands that it is providing the information to Sponsor through Facebook, Twitter, and YouTube, and not to Facebook, Twitter, and YouTube. Each entrant hereby releases Facebook, Twitter, and YouTube from any and all claims related to this Contest. Except if winner is a resident of TN or where prohibited by law, winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

7. **WINNER LIST:** For winner's name, city & state/province, mail a self-addressed, stamped envelope to: JoJo's Bizarre Adventure Photo Contest Winner's List Request, VIZ Media, LLC, P.O. Box 77010, San Francisco, CA 94107. Requests must be received by February 1, 2017. Canadian residents may omit return postage.

SPONSOR: VIZ Media, LLC, 1355 Market Street, Suite 200, San Francisco, CA 94103.

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