

**Aion – Happy 10<sup>th</sup> Daeva’s Day Anniversary Card Contest  
Official Contest Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE ONE’S CHANCES OF WINNING. THIS IS A SINGLE CONTEST WITH OFFICIAL RULES BASED ON RESIDENCY OF THE PARTICIPANT. THE SELECTION OF THE WINNERS WILL BE MADE AMONG ALL ELIGIBLE PARTICIPANTS.**

1. **Eligibility.** Except where regulated or restricted by law, the Aion 10<sup>th</sup> Daeva’s Day Anniversary Card Contest (“Contest”) is open only to legal residents of the 50 United States of America, the District of Columbia, and legal residents of all provinces and territories in Canada (excluding residents of Quebec), the United Mexican States, Australia, and New Zealand, who are the age of majority or older (18 years of age in most jurisdictions) as of the date of entry. The sponsor of this Contest is NC Interactive, LLC (“Sponsor”). Employees, contractors, directors and officers of the Sponsor and its respective distributors, affiliates, subsidiaries, and advertising and promotional agencies, and their immediate family members (parent, child, sibling, and spouse of each), and those living in the same household of each are NOT ELIGIBLE TO ENTER OR WIN. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Contest (“Official Contest Rules”). All federal, state, provincial, municipal, and local laws and regulations apply. **Void where prohibited or restricted by law.**

2. **Entry Period.** Entries will only be considered valid if the submission email is received by the Sponsor between 12:00 AM Pacific Daylight Time (“PDT”) on September 12, 2019 and 11:59 PM PDT on September 27, 2019 (“Entry Period”). Emailing a hand-drawn or digitally-drawn drawing to [aioncommunity@ncsoft.com](mailto:aioncommunity@ncsoft.com) in accordance with these Official Contest Rules constitutes entry into the Contest and Entrant’s consent to, and agreement with, these Official Contest Rules.

3. **How to Enter.** To enter, a participant must create, or have created, a player character on [www.aiononline.com](http://www.aiononline.com) (“Website”) by following the directions on the Website for new players. After creation of a player character, participants must email to [aioncommunity@ncsoft.com](mailto:aioncommunity@ncsoft.com) a hand-drawn or digitally-drawn drawing for an original greeting card design celebrating the 10<sup>th</sup> anniversary of Daeva’s Day (“Drawing”). Upon submission of a Drawing in accordance with these Official Contest Rules, the participant will be entered into the Contest (“Entrant”). Submissions must be in high quality and high resolution.

The following requirements apply for each email submission of a Drawing:

- The subject line for the submission email must state “Happy 10<sup>th</sup> Daeva’s Day Card Contest.”
- The Entrant should also include the Entrant’s character and server name in the body of the Contest submission email.
- The email submission must be in English.
- The Drawing must include a greeting or other message in theme with Aion. The email submission must include the following statement in the body: “This email is

submitted as an entry in the Aion “Happy 10<sup>th</sup> Daeva’s Day Card Contest.” Any email submission that does not include this statement in its body will be void.

4. **Entry Limit.** Limit of one entry per Entrant. Subsequent entries by the same Entrant are invalid and will be disqualified. Any attempts made by the same person to submit multiple entries during the Entry Period are void. In the event of a dispute over the identity of the Entrant, the entry will be deemed submitted by the authorized account holder of the email account submitted at the time of entry into the Contest. All entries must be received during the Entry Period in order to be eligible for any Prize offered in this Contest. Any entries submitted before or after the Entry Period are void and will not be eligible for a Prize.

Neither Sponsor, nor any telephone network, nor any service provider is responsible for incorrect transcription of entry information, or for any human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure or any telephone network, computer equipment, software, inability to access any website or online service, or any other error or malfunction, or late, lost, illegible, incomplete, damaged, or misdirected entries or entries not properly forwarded to Sponsor.

5. **Conditions of Submission.** Any Drawing that is deemed by the Sponsor, in its sole discretion, to be infringing, offensive, immoral, obscene, pornographic, overtly sexual, profane, defamatory, not keeping the image of the Sponsor, or in violation of these Official Contest Rules will be void. Further, any Drawing that contains trademark, copyright-protected, or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights will be void. Sponsor reserves the right, at its sole discretion, to void any entries from Entrants whom Sponsor believes have attempted to tamper or have tampered with the administration, security, or fairness of this Contest. Entries submitted by automatic, programmed, or like methods will be disqualified.

By entering, each Entrant warrants and represents that (i) the Drawing is the original work of the Entrant and does not infringe the intellectual property, privacy, confidentiality or publicity rights or any other legal rights of any third party; (ii) the Entrant owns or otherwise controls all rights to the Drawing submitted by the Entrant; and (iii) the Drawing has not been entered into or won any previous contests or awards and has not been published or distributed previously in any form of media. By entering this Contest, each Entrant unconditionally and irrevocably grants a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable license to Sponsor and its successors or assigns to use, reproduce, distribute, display, and create derivative works of the Drawing for any purpose now and hereafter as they so desire. By submitting a Drawing, Entrant grants Sponsor the right to use, publish, adapt, edit and/or modify such Drawing in any way, in whole or in part, and to use such Drawing alone or in combination with other works, as solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, without limitation or compensation to the Entrant and without right of notice, review, or approval of any such use of the Drawing.

6. **Selection of the Winners.** The Contest will have up to 10 grand prize winners (“Winners”). The Winners of the Contest will be determined by a panel of judges (“Judges”) appointed by the Sponsor. The Judges will review each of the eligible Drawings that are properly submitted, and then rank the Drawings based upon the following criteria, allocated equally: (a)

originality; (b) creativity; and (c) overall theme and style. The top ten ranked Drawings, as determined by the Judges in their sole discretion, will be the Winners of the Contest. The Sponsor's determination of the Winners is final and binding and not subject to review or appeal. On September 30, 2019, the Winners will be announced by the Sponsor on the Website accompanying their designs. For Winners residing in Canada, before being confirmed as a Winner, the selected Entrant must correctly answer unaided, a time limited mathematical skill-testing question administered by email or telephone.

**7. Prizes (each a "Prize" and collectively, the "Prizes") and Approximate Retail Value ("ARV") in US Dollars.**

The following Prize will be awarded to each of the Winners of the Contest:

- 1,600 Black Cloud Coin (ARV: \$20)
- One in-game outfit (ARV: \$8)
- One Aion T-Shirt, to be mailed by Sponsor (ARV: \$20)

The total ARV of all Prizes is \$48.

**8. Odds of Winning:** Odds of winning depend on the total number of eligible entries received during the Entry Period and the quality of the Drawing.

**9. How to Claim Your Prize:** Winners will be contacted by a representative from the Sponsor on or about September 30, 2019, the date on which the Winners are announced. Winners will be notified using the email that the Entrant used for the Drawing submission. The character names of the Winners will be announced on the Website accompanying their designs. In the event a Winner cannot be contacted within seven days after the Winners announcement on September 30, 2019, as determined in the sole discretion of Sponsor or its representatives, or a Winner rejects a Prize, an alternative winner may be identified. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) potential Winner's failure to timely respond to the notification; (2) the return of the notification as undeliverable; or (3) any other non-compliance with the Official Contest Rules. In the event of a Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate winner. The Sponsor shall not be responsible or liable for any failure by a potential Winner to accept the Prize for any reason.

**10. Prize Delivery:** The in-game Prizes will be in-game mailed to the character provided in the Winner's submission email. Physical Prize items will be mailed to the Winner's physical mailing address provided by Entrant to the Sponsor representative.

**11. Prize Conditions:** All costs associated with acceptance or use of the Prize are the sole responsibility of the Winner. The Winner may waive his/her right to receive a Prize. A Prize is non-transferable, non-exchangeable, and non-refundable, has no cash value, and must be accepted by the Winner as awarded unless the Winner waives his/her right to receive a Prize. A Prize may not be upgraded, and no substitutions by the Winner will be allowed, except that Sponsor reserves the right, in its sole discretion, to substitute a Prize for one of equal or greater value if the designated Prize should be unavailable for any reason.

12. **Conditions, Disclaimers, and License:** By entering the Contest, each Entrant agrees that: (a) he or she will abide by and be bound by these Official Contest Rules; (b) the entry, including the Drawing, will not be acknowledged by Sponsor; (c) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "**Affiliates**") are responsible for claims, injuries, death, losses or damages of any kind resulting from participation or inability to participate in the Contest, or the awarding, acceptance, use, misuse, possession, loss or misdirection of the Prize; (d) Sponsor is not responsible for any inability of a Winner to accept the Prize for any reason; and (e) by entering the Contest, all Entrants further agree that Sponsor has the sole right to decide all matters relating to the Contest, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Contest. Neither Sponsor nor its Affiliates are responsible for (i) any typographical or other errors in the printing of the promotion materials or the offering or announcement of the Prizes, (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, (iii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iv) communications line, hardware, and/or software failures, or (v) damage to any computer (software or hardware) resulting from participation in the Contest.

Although Sponsor attempts to ensure the integrity of the Contest, neither Sponsor nor its Affiliates are responsible for the actions of Entrants or other individuals in connection with the Contest, including attempts by Entrants or other individuals to circumvent these Official Contest Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify these Official Contest Rules and to cancel, terminate, modify or suspend all or any part of the Contest, and in the event of cancellation or termination, to select Winners from among all eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. If the Contest is terminated by Sponsor as set forth above, Sponsor will post notice of such termination on the Website. Inclusion in such drawing will be each Entrant's sole and exclusive remedy under such circumstances. Proof of submitting an entry will not be deemed receipt of such entry by Sponsor.

Sponsor reserves the right, at any time and in its sole discretion, to disqualify or deem ineligible to participate in this Contest, any individual suspected of tampering with the entry process or the operation of the Contest; acting in violation of these Official Contest Rules or Sponsor's terms of service, privacy policy or other terms, conditions or guidelines; acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or violating these Official Contest Rules. Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Contest is a violation of these Official Contest Rules, as well as criminal and civil laws. Should Sponsor believe or become aware that such an attempt has been, is being, or will be made, Sponsor reserves the right to seek remedies and damages from any responsible Entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation, criminal prosecution.

For any feedback or questions regarding the Contest, Prizes, or Winners, you can contact Sponsor by sending an email to: [support@ncsoft.com](mailto:support@ncsoft.com).

13. **Release and Indemnification:** BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD THE SPONSOR, ITS AFFILIATES, TWITTER, AND FACEBOOK HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE CREATION OR SUBMISSION OF A DRAWING, OR FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

Each Entrant agrees to defend, indemnify and hold harmless the Sponsor and its Affiliates from any and all claims, liabilities, damages, expenses and costs (including legal fees) brought or asserted by or on behalf of any third party against the Sponsor or its Affiliates arising from or related to the Entrant's Drawing infringing or allegedly infringing a third party's intellectual property rights, publicity, privacy or confidentiality rights, or defaming or otherwise causing harm to a third party.

14. **Limitations on Liability:** Sponsor and its Affiliates shall not be liable to any Winner or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or its Affiliates' sole control.

15. **Miscellaneous:**

(a) **Privacy:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently available at <http://us.ncsoft.com/en/legal/privacy-policy.php>; provided, that in the event of any conflict between these Official Contests Rules and such Privacy Policy, the terms and conditions of these Official Contest Rules shall prevail.

(b) **Applicable Law:** The Contest, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the State of Washington without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of Washington.

16. **Official Rules:** By participating in the Contest, each Entrant fully and unconditionally agrees to and accepts these Official Contest Rules and decisions of the Sponsor, which are final

and binding in all matters relating to the Contest. The Contest will be run in accordance with the Official Contest Rules, subject to amendment by Sponsor. Each Entrant must comply with the Official Contest Rules and will be deemed to have received and understood the Official Contest Rules by participating in the Contest. The terms of the Contest, as set out in the Official Contest Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor's failure to enforce any term of these Official Contest Rules will not constitute a waiver of that provision.

17. **Sponsor:** The Contest is sponsored by NC Interactive, LLC, 3180 139th Avenue SE, #500, Bellevue, WA 98005, USA.

18. **Winner List:** For the winner list, send a self-addressed, stamped envelope (except residents of Vermont) to: NC Interactive, LLC, Attn: Winner List Aion Happy 10<sup>th</sup> Daeva's Day Anniversary Card Contest, 3180 139th Avenue SE, #500, Bellevue, WA 98005, USA by December 31, 2019. A list of the winners also will be posted on the Website.

19. **Disclaimer:** This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. By participating in the Contest, you agree that you are providing your information to Sponsor and not to Facebook or Twitter.