

# **BattleBlock Theater Steam & XBLA Arena Mode Playlist Creation Contest 2014**

## **Terms and Conditions**

It is the responsibility of the player to read and fully understand these rules and policies before participating in the Contest.

Any person ("you," or "player,") who participates in any Contest offered by The Behemoth ("Sponsor") in a Contest to compete against other players or demonstrate skill in BattleBlock Theater ("the Game") by The Behemoth by such registration and/or participation agrees to be bound by the most current version of these Terms and Conditions of Play. Sponsor may modify these Terms and Conditions at any time, with the modifications to be effective in all individual events, Contests, matches, or other entries into play in the Game (collectively, "Contest,") in progress when, or which begin after, such modification is posted on a Sponsor website. Your continued use of the Game and/or participation in any Contest offered by Sponsor following any such modifications signifies your acceptance of those modifications. The current version of these Terms and Conditions, including any and all such modifications, if any, may be found at <http://blog.thebehemoth.com/arenacreationcontest>. You are responsible for reviewing these Terms and Conditions as set forth therein periodically for any such modifications.

### **Eligibility for Contest**

To be eligible to enter the Contest, as of July 15, 2014, you must:

- a) be at least 18 years old; participants under 18 will need permission from their parent or legal guardian.
- b) be the named account holder of the Steam username and profile name or Xbox Live gamertag ("username") used in the competition.
- c) have the full version of BattleBlock Theater on Steam for Windows or Linux or XBLA. Have access to a PC or Xbox.
- d) have created an original Arena Mode Playlist in BattleBlock Theater for Steam or XBLA, which has not been previously Featured;
- d) be physically located in a jurisdiction in which participation in the Contest offered on the Game is not prohibited by law.

The regulations governing Contests with prizes are determined by individual states and/or other local jurisdictions. Sponsor does not warrant that its products, services and/or Contests are in compliance with all regulatory requirements in all localities. Please be certain to use such products and services, and participate in such Contests, where you have determined in good-faith that they are in compliance with state, local and other governing laws and regulations. Sponsor is not responsible for any criminal, civil, regulatory or any other penalties you may incur as a result of using a Sponsor product or participating in the Contests in violation of the laws of your locality or jurisdiction.

By registering for the Contest, you agree that Sponsor may display your username, statistics, Playlist information, and other information collected through the Contest. By accepting any prize from the Sponsor, you agree to allow the Sponsor to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or biographical information for promotional or related purposes without additional compensation. This includes video or stills of any Playlists entered.

Your entry constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest.

### **Eligibility for Prize Awards**

Prize winners are fully and solely responsible for all applicable taxes and, if outside of the USA, for any required customs fees. If a Contest winner is suspended, found ineligible, fails to comply with the Contest Rules, or refuses a Prize, that individual's claim to a Prize is forfeited, and Sponsor may decide to award the Prize to another player, but has no obligation to do so.

#### **Persons Not Eligible**

The following persons are ineligible to participate in the Contest, or receive any prize offered: employees, immediate family members, agents, and contractors of Sponsor, including parents, siblings, spouses, children, or any other person permanently residing in the same household as such employees, agents, and/or contractors and any other person with access to non-public information regarding the operations of Sponsor or the mechanics of any Contest concerning the Game by Sponsor. Players who have hacked/glitched/modded or otherwise found to have tampered with their BattleBlock Theater profile or game data, will be immediately disqualified. In addition, Sponsor specifically reserves the right to disqualify any person that Sponsor, in its sole discretion, determines to have attempted to defraud Sponsor or otherwise abuse Sponsor and/or its products and services, including, but not limited to, violations of these Terms and Conditions of Play or misrepresentation of identity. Sponsor reserves the right to seek damages from any such person to the fullest extent permissible by law.

#### **How to Enter**

To officially enter the Contest Contestants must register between July 15, 2014 at 9:00 a.m. Pacific Standard Time (United States) and August 15, 2014 at 3:00 p.m. PST (the "Registration Period") by doing the following:

- (a) fill out the registration form (<http://blog.thebehemoth.com/arenacreationcontest/>)
- (b) you may register 1 playlist per person per platform (1 for XBLA, 1 for Steam), but each playlist must be registered individually as its own entry

The Contest begins July 15, 2014 at 9:00 a.m. Pacific Standard Time (United States) and ends August 22, 2014 at approximately 3:00 p.m. Pacific Standard Time (United States) (the "Contest Period").

#### **Participation and Contest Rules:**

If accepted as a Contest, you must abide by the following rules in order to participate in the Contest:

If you do not register each Playlist you would like considered individually, we will not be able to review your Playlist and all Playlists registered will be considered ineligible for the Contest. Any Playlists that were previously Featured are not eligible to participate. Only 1 playlist per platform per person can be entered. Entering more playlists will result in all your entries being disqualified.

Technical requirements to participate are an Xbox 360 or a working PC with Windows or Linux, BattleBlock Theater for XBLA or Steam, a Steam username or XBLA Silver account or better; and a stable internet connection that successfully allows you to upload an original Playlist.

#### **Additional Restrictions on Contestants during the Contest:**

Any disorderly behavior disqualifies Contestant from participation, finals, and/or prizes. Contest staff members are the final arbiters in all situations, and they have the final say in every situation. Please refrain from using harassing, negative, or profane language in the Steam or Behemoth forums or Workshop items surrounding your Steam Playlist.

No cheats or hacks of any kind are to be used. Contestant will be disqualified if they are caught using any cheat, modified account or 3rd party "helper" applications.

Registering another individual's work as your own is considered cheating. If registered playlists are determined to be created by someone other than their registered creator, or copied from a pre-existing work or another game, the registered creator will be disqualified from participating in the contest.

Taking advantage of known exploits in the game is also considered cheating. If a Contest staff member finds that you are cheating, you will be disqualified immediately from the Contest with no recourse for yourself. Contest staff members are arbiters in all situations of suspected or actual cheating.

**Determination of Winners:** The results of the Grand and Honor Mention prizes will be determined by the Contest staff, and such determinations are final. By registering and/or participating in the Contest, you agree to be bound by these determinations.

The Contest rules are subject to change at any time.

**Contest Play:**

Each entry consists of one original full (15-level) Arena Mode Community Theater playlist, created and uploaded to the Community Theater in either BattleBlock Theater Steam or XBLA.

**Prizes:**

The grand prize winners will receive one signed Hatty Hattington bust, and the winning playlist will be Featured on their platform. The second place will receive a small piece of Behemoth merchandise determined by the sponsor. Limit to one prize per entrant. Prizes are not transferable, redeemable for cash or substitutable by winners. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Winners are solely responsible for all federal, state and local taxes (including all applicable income and withholding taxes) as well as all other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. While the Sponsor will make every effort to ensure quality and functionality of prizes, due to shipping and handling beyond our control, no replacements will be made. Contestant may be asked to provide a mailing address to receive their prizes. Winner (or their parent/legal guardian should they be a minor in their place of residence) further acknowledges that Sponsor is not liable for any warranty, representation, or guarantee express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition, or fitness.

**Selection and Notification of Winners:**

All winners will be notified by e-mail at the e-mail address associated with their registration. To claim their prize, winners may be asked to provide mailing information. If a winner is a resident of a state or country that deems the winner to be a minor, the prize may be awarded in the name of the winner's parent/legal guardian, who must grant consent for the winner to accept the prize. Any prize notification or prize returned to Sponsor as undeliverable will be forfeited. Each potential winner may be requested to provide Sponsor with proof that he/she is the Authorized Holder of the e-mail address that corresponds to the registered gamertag used to enter the Contest. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder of such e-mail account.

**Odds:**

As the outcome of the Contests offered on the Site are directly related to the skill levels of the participants, we cannot assess an individual's odds of winning.

**Sponsor Not Responsible for Condition of Steam / Valve or XBLA / Microsoft.**

Contestants are advised that the conditions of Steam / Valve and XBLA / Microsoft may vary and Sponsor does not in any way control or influence those conditions. Sponsor is not responsible for problems with Contestants' internet access or other drops from play.

**Free and Fair Competition:**

You may compete against Contestants with varying abilities who reside throughout the world. Contestants are required to conduct themselves in the spirit of free and fair competition. Any specific requirement or restriction herein notwithstanding, actions unrelated to the reasonable and ordinary play of the Game which are meant to affect the outcome of an individual Contest, or actions meant to increase a Contestant's odds of winning or improving their placement or prize in a Contest unrelated to the actual play of that Contestant in that particular Contest, are prohibited. This includes, but is not limited to, actions which alter Game hardware or software, circumvent mechanical limitations, skill divisions,

handicapping systems, entry requirements and/or restrictions, and/or other systems which distribute Contestants into Contests based on skill, play history, and/or experience. It does not include the use of optional in-game equipment or the mere exercise of natural talent or developed skill in the ordinary course of play. Contestants who demonstrate a pattern of actions not within the spirit of free and fair competition, in the sole judgment of Sponsor, may be suspended or banned from play in Contests and any prizes they may win may be null and void.

**Contest Timeframes and Resolution:**

Any Contest offered by Sponsor on or related to this Game, and the rules related thereto, are subject to change without further notice, although entry parameters and prize payouts will not be changed once an individual Contest begins unless it is determined that the parameters or prize structure have been affected by human error, deliberate tampering, or mechanical failure. In addition, and notwithstanding anything to the contrary herein, Sponsor at its sole discretion and for any reason whatsoever, reserves the right to cancel or extend any and all Contests that may have been offered or otherwise initiated, whether completed or otherwise.

If the Contest results in a tie among one or more participants, the tie will be resolved at Sponsor's sole discretion.

**Contest Limitation:**

Sponsor reserves the right to limit the number of Contests that a Player may enter in any given time period. Attempts to circumvent any such limitation, including but not limited to the use of multiple gamertags by a single individual, are prohibited and are a violation of these Terms and Conditions.

**Legality:**

You are subject to all laws of the country, state, local and/or other jurisdiction in which you reside and from which you participate in any Contest, and are solely responsible for obeying those laws and regulations. You agree that Sponsor cannot be held liable if laws and regulations applicable to you restrict or prohibit your participation in the Game or in individual Contests. Sponsor makes no representations or warranties, implicit or explicit, as to your legal right to participate in any Contest offered by Sponsor nor shall any person affiliated, or claiming affiliation, with Sponsor have authority to make any such representations or warranties.

Please be certain to use such products and services where you have determined in good-faith that they are in compliance with local, state and other governing body laws and regulations.

**Promotional Activities:**

By registering for the Contest, you agree that Sponsor may display your gamertag or Steam account name and Game play statistics, including video/audio of the playlists you upload. By participating in the Contest, you further agree to allow Sponsor to print, publish, broadcast and use, worldwide, in any media and at any time throughout the universe, your name, picture, voice, likeness, and/or biographical information for promotional purposes without additional compensation (except as may be prohibited by law).

**Information Required:**

Sponsor, at its sole discretion, may require additional personal or other information such as your legal name, permanent residential address, phone number, email address, and alias to insure compliance with regulatory or other reporting requirements. Any Contestant who resides outside of the United States is solely responsible for all regulatory, taxation or any other reporting requirement their country of residence may require. Sponsor shall not be responsible for any failure on the part of the Contestant to report any information required.

**Accuracy of Information:**

You represent and warrant that all information you supply to Sponsor is complete and accurate. The use of multiple Legal Names, other than reasonable variation in a given name is explicitly prohibited and any potential prize which would be awarded to a Contestant or Contestants using such prohibited data shall be null and void. Using multiple gamertags to create multiple entries into the Contest offered on the

Game by the same person, is likewise explicitly prohibited and any potential prize which would be awarded to a Contestant or Contestants using such prohibited data may be null and void. Knowingly submitting incomplete or inaccurate information may result in immediate suspensions and/or termination of your place in the Contest and forfeiture of any prizes to which you otherwise may have been entitled.

**Privacy Policy:**

Sponsor will not intentionally disclose any personally identifying information about you (including information submitted regarding your given name, your e-mail address, information obtained by Sponsor from cookies, and information regarding your IP address) to third parties without your consent except where Sponsor, in good faith, believes such disclosure is necessary to comply with applicable laws or regulations or to enforce applicable Terms and Conditions or other rules. Sponsor reserves the right to publish the name or alias you supply for use on public leaderboards or for other obviously public purposes. You agree that Sponsor may publish factual statements, including but not limited to scores, Contest rankings, and other Game-related information, related to such supplied name or alias so long as such information does not disclose identity-related information you have not chosen to make public.

**Dispute Resolution and Jurisdiction:**

These Terms and Conditions will be governed and construed in accordance with the laws of the State of California, irrespective of any principles of conflicts of law. By registering for the Contest and/or submitting a playlist in a competitive environment as a part of the Contest, you agree that any dispute that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action. You further agree that any legal action arising from any dispute shall proceed only in the courts located in the Superior Court of the County of San Diego in the State of California, and you hereby submit to personal jurisdiction and venue in such courts for the purposes of litigating any such action.

**Indemnification:**

As stated elsewhere in these Terms and Conditions, you are solely responsible for ensuring your participation in the Contest and the Contest itself is legal under the law of your jurisdiction. If Sponsor is forced to defend itself in any criminal, civil, regulatory or any other adjudicatory action by a third party in your jurisdiction as a result of your participation in the Contest, you agree to completely and wholly indemnify and/or reimburse Sponsor for all damages Sponsor may incur, including but not limited to attorneys' fees, civil damages, criminal fines and regulatory fees.

**Disclaimer:**

If for any reason the Contest is not capable of running as planned, including bugs, tampering, unauthorized intervention, fraud, technical failures or force majeure that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the Contest and to cancel, terminate, modify or postpone the Contest until a later date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or other failure of or related to the software platform on which the Contest is played. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR APPLICATION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE Contest IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Entire Agreement:**

These Terms and Conditions, in connection with such other obligations, rules, terms, and conditions, if any, detailed in writing at <http://blog.thebehemoth.com/arenacreationcontest>, constitute the entire

agreement between you and Sponsor and cannot be modified by you. Nothing in this subsection shall be construed to prevent Sponsor from modifying these Terms and Conditions.

**Severability:**

If any portion of these Terms and Conditions is deemed void or unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.

Current as of 7/15/2014 Subject to change without notice.