

# AREA15

## AREA15 Rise Awards Contest (2021)

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

Contests are governed exclusively by the laws of the United States and the terms below. This Contest is not affiliated with Bloolooop or any of its affiliates or related properties. Each participant in the Contest shall abide by and adhere to these Terms and Conditions as a condition to their entry into and participation in the Contest. If a participant does not wish to abide by and adhere to these Terms and Conditions, participant cannot participate in the Contest. Any and all prior terms, conditions, agreements, understandings or commitments concerning participation in the Contest is hereby superseded and restated by these Terms and Conditions. These Terms and Conditions are the sole and exclusive terms which control over any prior or contemporaneous terms, conditions, agreements, understandings or commitments, whether oral or written, implied or express, concerning participation in the Contest.

### 1. General

Area 15 Las Vegas, LLC, its subsidiaries and affiliated companies and properties (collectively, the “Company” or “Sponsor”), is conducting a contest subject to these general contesting rules, and by participating, each participant agrees as follows:

The Company is conducting the contest described herein (“Contest”). As used herein, “participant” means any individual participating in the Contest in any way, manner or form, including by entering or registration in the Contest. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

The Company may solicit or request information from participants in connection with the Contest. Any information received by the Company or its affiliates or their designees in connection with the Contest from a participant shall be permitted to be used by the Company in connection with the Contest. The Contest is subject to the Company’s website terms of use (<https://www.https://area15.com/legal/>) and privacy policy (<https://www.https://area15.com/privacy-policy/>) which are incorporated herein by reference, provided these contest rules will control and govern in the event of any conflict therewith. Without limiting the foregoing, participant hereby agrees: (1) that disclosure, submission, and posting of any Works by participant is voluntary, gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or other obligation, that the Company is free to use or not use any Works in connection with the Contest, and that the Company may disclose the Works on a non-confidential basis to anyone or otherwise use the Works without any additional compensation to participant in connection with the Contest; and (2) the Company does not waive any rights to use similar or related works previously known to Company, or developed by its employees, or obtained from sources other than participant. As used herein, “Works” means anything and everything submitted, delivered, given, posted, uploaded,

transmitted, communicated, or otherwise provided by the participant in connection with or related to the Contest, whether as part of the registration or entry of the Contest (including comments to any posting), Blooloo Innovation Awards Contest (as defined below) or any other related activity or otherwise, by or through any media, medium or channel, including but not limited to, information, designs, pictures, drawings, images, graphics, content, schematics, etchings, photographs, visuals, works, works of authorship, blueprints, diagrams, plans, prototypes, charts, creations, developments, ideas, know-how, models, inventions, techniques, systems, architecture, specifications, applications, flow charts, outlines, writings, pictorals, logos, mask-works, innovation, copyrights, patents, methods, trademarks, processes or any other intellectual property rights in any form of expression and proprietary rights therein or other information or property.

Participant represents and warrants that it is the sole and exclusive creator the Works and that no third party ownership rights exist to any Works. Participant hereby agrees that all Works once submitted, delivered, given, uploaded, posted, transmitted, communicated, or otherwise shall hereby be licensed on a nonexclusive, royalty free, perpetual, worldwide, and irrevocable basis to Company for use in connection with the Contest.

Sponsor is not responsible for lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupted or garbled entries or communication, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

## 2. Start/End Dates

Each Contest expressly sets forth the start and end dates in which submissions of entry are permitted. Such period is known as the "Contest Period". Entries received before or after the Contest Period will be void and ineligible for consideration. The Contest Period for this Contest begins and ends coterminous with the contest period for the Blooloo Innovation Awards (2021) ("Blooloo Innovation Awards Contest"). The Blooloo Innovation Awards Contest is scheduled to end September 12, 2021 at 11:59 pm EST. Provided, however, the Contest Period will end on such date and time as Sponsor may determine in its sole discretion with or without notice.

## 3. Eligibility

Each entrant that is eligible and submits an entry into the Blooloo Innovation Awards Contest shall automatically be eligible and be deemed to be entered into the Contest and all Work submitted in connection therewith shall be deemed automatically submitted for consideration herewith for this Contest, unless such entrant for the Blooloo Innovation Awards Contest notifies Sponsor in writing at the time of its submission of entry into the Blooloo Innovation Awards Contest that such entrant wishes to not participate in the Contest or not include portions of Work for consideration for this Contest. Notwithstanding the foregoing, a participant shall be deemed ineligible for the Contest to the extent prohibited by law. Employees of Sponsors, its subsidiaries, their respective advertising and promotion agencies, and each such entity's immediate family members and/or those living in the same household of each are also not eligible. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother or brother-in-law. All federal, state and local laws and regulations apply.

Only one entry per person permitted. Subsequent entries received by the Sponsor after the initial entry will be void and discarded. Entries received by Company after expiration of the Contest Period will be void and discarded. Entries received by the Company before the commencement of the Contest Period will be void and discarded. Only one (1) prize per household.

#### 4. Selection/Criteria

One (1) first place winner and one (1) second place winner will be selected from all entries received during the Contest Period (“Winners”) judged along the following Criteria –: (i) how has your idea, product, service, or strategy altered the landscape in the experience economy?, (ii) how has your idea brought the guest/user from spectator to participant?, (iii) how have you been a disruptor in the immersive entertainment industry?; and (iv) what will you do with the prize money if you receive this award?. Selection of the Winners will be made after expiration of the Contest Period and will be conducted solely by a panel of individuals selected by Sponsor in its sole discretion.

All determinations of the Winners shall be made by Sponsor in its sole and absolute discretion, and is final and nonappealable. By entering the Contest, participants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest. Decisions as to the administration and operation of the Contest and the selection of the potential Winners are final and binding in all matters related to the Contest.

#### 5. Prizes

The first place Winner will be awarded \$20,000; and the second place Winner will be awarded \$10,000. All in United States dollars. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. If a winner cannot be contacted or is disqualified for any reason, the Sponsor reserves the right to determine an alternate winner or not to award that winner’s prize, in its sole discretion. In addition, Sponsor may in its sole discretion provide each Winner (or one of the Winners) an opportunity to temporarily showcase their winning attraction at the Area 15 location in 3215 S Rancho Dr, Las Vegas, NV 89102, subject to additional terms and provisions mutually agreed by the parties in their sole discretion.

In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prize(s) will be awarded up to approximately 8 weeks after confirmation of the affidavit is complete.

#### 6. Notification

The potential winner(s) will be notified by email, phone or other communication, and will be required to sign and return, where legal, a notarized Affidavit of Eligibility and Liability/Publicity Release within three (3) days of prize notification. If the winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor’s parent/legal guardian and awarded in the name of parent/legal guardian. If any prize or prize notification is returned as undeliverable, if the potential winner cannot be contacted for any reason, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The potential winner is subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Contest. A

participant is not a winner of any prize unless and until participant's eligibility, and the potential winner has been verified and participant has been notified that verification is complete.

## 7. Conditions

All federal, state and local taxes are the sole responsibility of the winner(s). Sponsor may require winner(s) to submit documentation to permit it to comply with all applicable state, federal and local tax reporting and all prizes will be net of any taxes Sponsor is required by law to withhold.

Each participant, on their behalf and on behalf of their heirs, executors, heirs, executors, administrators, trustees, legal representatives and assigns, unconditionally and forever hereby grants to Company and its employees, contractors, agents, licensees and assigns the unrestricted, irrevocable, unconditional, absolute, perpetual, worldwide, royalty-free right: (a) to make audio, photograph, video, fixed works, or other recordings (collectively, "recordings") of participant's name, address (city and state), image, sounds, likeness, photograph, picture, portrait, voice, biographical information, actions, expressions, and/or any statements made by each participant, including, without limitation, any voice, name, biographical information and likeness owned or controlled by any of them (collectively, "information sets") in connection with the Contest or for any other purpose, and (b) to reproduce, copy, modify, exploit, edit, create derivative works of, display, perform, exhibit, distribute, perform, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the recordings and information sets or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature) in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media) throughout the universe in perpetuity in such manner and to such extent as Company deems appropriate for any purpose.

Participation in the Contest constitutes each participant's further permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each participant (regarding the Contest, Sponsor or otherwise) for advertising, marketing, promotional and other business purposes without notice or additional compensation. Each participant, on their behalf and on behalf of their heirs, executors, heirs, executors, administrators, trustees, legal representatives and assigns, unconditionally and forever hereby grants to Company and its employees, contractors, agents, licensees and assigns, the unrestricted, irrevocable, unconditional, absolute, perpetual, worldwide, royalty-free right and license to use entrant's name, address (city and state), photograph, likeness, voice, biographical and personal background information, statements, and Contest entry, and, without limitation, any notes, photograph, film, or video or audio tape, recordings that may be taken of entrant or of such materials (the foregoing, collectively, the "content"), without further compensation, consideration, or notice or permission to entrant or to any third party, and to reproduce, copy, modify, exploit, edit, create derivative works of, display, perform, exhibit, distribute, perform, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature) in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media) throughout the universe in perpetuity in such manner and to such extent as Company deems appropriate for any purpose.

All rights of every kind in such content, recordings and information sets in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights), shall be solely owned throughout the universe in perpetuity by Company. The rights herein granted include, without limitation, all television rights, theatrical rights, home video and DVD rights, interactive cable rights, internet site rights, so-called "wireless" and mobile device rights (e.g., iPod, cellular phone, ringtones, mp3 player), digital distribution rights (e.g. streaming and download), computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), and rights relating to any other devices or methods now existing or hereafter devised, with respect to the use of content, recordings, and information sets and any derivative works thereof. All rights (including ownership and intellectual property rights) to such content, recordings and information sets (and derivative works) are reserved in Company and are assignable, transferable and sublicensable. The Company has sole discretion to use or not use any such content, recordings and information sets (and derivative works) without notice. No participant is entitled to any proceeds, compensation, royalties, or other payment resulting from such content, recordings, information sets (and derivative works) or the Contest or otherwise in connection with Company or its assignees usage rights hereunder whatsoever. Any such content, recordings and information sets (and derivative works) publicly distributed shall be subject to the Company sole and exclusive discretion. Participant further agrees that Sponsor may use all or any part of the content, recordings and information sets (and derivative works), and may alter or modify it, regardless of whether or not participant is recognizable. Without limiting the foregoing, Participant further agrees that Sponsor may content, recordings and information sets (and derivative works) in connection with any marketing, promotion, publicity, advertisement, and/or merchandising.

Each participant represents and warrants that (i) there are (and will be) no restraints or limitations upon Company's usage rights granted herein; (ii) there are no third party agreements or arrangements preventing participant from entering into and carrying out the obligations contemplated under these Rules nor from granting Company the rights and benefits set forth herein; (iii) he/she will not at any time make any false, negative, defamatory or derogatory statements regarding Company or its properties.

Participants agree to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors ("Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for or participation in the Contest, or possession, acceptance and/or use or misuse of any prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather, pandemics, epidemics, governmental action, flood, acts of terrorism or events beyond reasonable control of Sponsor. Participants who do not comply with these contest Rules, or attempt to interfere with this Contest in any way shall be disqualified. Participants will defend, indemnify and hold harmless Company and its respective parents, subsidiaries, affiliates and related entities, successors, licensees, assignees, directors, officers, shareholders, members, employees, contractors, agents and representatives from any claims, damages, loss, liability, costs, penalties or expenses of any kind (including reasonable outside attorneys' fees and costs) arising from or in connection with any breach or alleged breach by participant of their representations, warranties, covenants and/or obligations hereunder, and any acts or omissions undertaken by any of them in connection with the Contest.

## 8. Additional Terms

In case of dispute as to the identity of any participant, entry will be declared made by the registered name and address on such entry. Any potential winner may be requested to provide Sponsor with proof that such person is the winner. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest for any reason with or without notice, including if in its sole discretion it determines virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the integrity, administration, security, fairness or proper conduct or functioning of the Contest. In such event, Sponsor reserves the right in its sole discretion to award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site used in connection therewith. Sponsor may prohibit a participant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives or otherwise impairs or harms, or threatens to impair or harm, Sponsor's business and operations.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE USED IN CONNECTION WITH THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these official rules to be available and/or claimed, Sponsor reserves the right to

award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

Except where prohibited, participant agrees that: (1) any and all disputes, claims and 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 exclusively by a state or federal court located in New York, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

UNDER NO CIRCUMSTANCES SHALL SPONSOR, ITS AFFILIATES OR SPONSOR REPRESENTATIVES BE LIABLE TO ANY PARTICIPANT OR WINNER FOR ANY LOSSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, GENERAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, LOSS OF DATA, LOST SAVINGS, OR LOSSES ARISING FROM BUSINESS INTERRUPTION) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO OR IN CONNECTION WITH THE CONTEST, THE PRIZES OR THE DELIVERY THEREOF. In the event of any conflict or inconsistency or ambiguity between these Rules and another document or instrument, the terms of these Rules shall govern and control. Sponsor shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any actual or threatened breach by participant of his/her obligations under these Rules (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) in a court of competent jurisdiction. If and to the extent that any court or tribunal of competent jurisdiction holds any provision of these Rules to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of these Rules shall not be affected thereby. Abiding by these Rules constitutes a personal obligation of the participant and may not be delegated to, assigned to or assumed by another individual. If any provision or provisions of these Rules are held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. These Rules represent the entire understanding of the parties regarding the Contest, and supersedes all prior or contemporaneous understandings or negotiations, whether oral or written, implied or express. Any modification to these Rules requires a writing signed by an authorized of the Sponsor. All rights of Sponsor hereunder may be freely assigned, sublicensed, transferred and conveyed in whole or in part without prior consent of Participant.

## 9. Use of Data

Sponsor may be collecting personal data about participants online to the extent a website is used in connection with the Contest, in accordance with its privacy policy. Please review the Sponsor's privacy policy as referenced above. By participating in the Contest, participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

#### 10. List of Winners

To obtain a list of winners, send a self-addressed, stamped envelope within ten days after expiration of the Contest Period to: Area 15 Las Vegas attn: **AREA15 Rise Awards Contest 2021, Winner Request.**

#### 11. Sponsor

Area 15 Las Vegas, 3215 S Rancho Dr, Las Vegas, NV 89102.