

Terraformer Trials: Converting Chaos
OFFICIAL RULES

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO ANY ENTRANT, 13 OR OLDER (EXCEPT WHERE LOCAL LAW REQUIRES A HIGHER AGE REQUIREMENT, WHICH SHALL APPLY IN THOSE CASES). ELIGIBLE MINORS MUST OBTAIN THEIR PARENTS OR LEGAL GUARDIANS PERMISSION PRIOR TO ENTERING. VOID WHERE PROHIBITED.

ELIGIBILITY: The Terraformer Trials: Converting Chaos Contest (the "Contest") is open to players who are 13 years or older at the time of entry, unless a player's local law provides a greater minimum age for entering contests. Eligible minors must obtain their parents or legal guardians' permission prior to participating. This contest is void where prohibited. Additionally, you must comply with the laws that apply to you in the location where you reside or access our Contest from. If any laws applicable to you restrict or prohibit you from entering our competitions, you must comply with those legal restrictions, or, if applicable, refrain from entering our competition. Employees of Tilting Point Media LLC ("**Sponsor**"), Edgeworks Entertainment LLC ("**Developer**"), and their respective parents, affiliates, subsidiaries, retailers and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, children and each of their respective spouses, regardless of where they reside) and household members of each such employee, whether related or not, are not eligible to enter or win. The Contest is governed by U.S. law and is subject to all applicable federal, state, and local laws and regulations. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, Reddit, Discord, or any other platform or channel on which Sponsor promotes the Contest. By participating, you understand that you are providing your information to the Sponsor and not Facebook, Instagram, Twitter, Reddit, or Discord. The information you provide will only be used for Contest administration.

TIMING: The Contest begins at 1:00 p.m. Eastern Standard Time ("**EST**") on **July 2, 2019** and ends at 11:59 p.m. EST on **July 16, 2019** (the "**Contest Period**").

HOW TO ENTER:

During the Contest Period, we will present you with a description of a hostile, uninhabitable environment upon a theoretical world using the Random Planet Generator feature within the game **TerraGenesis**. You must then thoroughly detail the steps you would take to fully terraform it to a "Paradise" state with 100% Independence. You must include the following:

1. Which specific features one would research and use to change the balance of the environment
2. The establishment and growth of one's settlements and their citizens
3. Highlights of the developing culture and the resulting effects
4. Detail Biomass growth, or describe steps taken to create various lifeforms using Biospheres
5. Describe the allotment of Culture Points received from population goals and in-game events

Summarize your terraforming process for this Trial and then paste the text into the Entry Form available exclusively at www.TerraGenesisgame.com (collectively, an "**Entry**", the individual submitting the Entry, the "**Entrant**"). The Entry Form will require the Entrant to provide us with their Name, a valid email address where they can be reached in the event of winning, and (optionally) their Discord handle.

No other topics will be considered, and entries submitted through any channel other than the official Entry Form will not be considered. All submissions of writing and Entry information must comply with the instructions on the Entry Form to be considered, including rules regarding the required content.

Note: Limit of **one (1)** Contest Entry per person using only one (1) email address. Entries received in excess of the above stated limitation will be void. Contest entries generated by script, macro or other automated means or by any means which subvert the Contest play process will be void.

Note: You must have a data service plan for your mobile phone with your service provider to enter the Contest via a mobile device. Standard data rates may apply. See your mobile phone provider for pricing plan details and capabilities. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Mobile device service may not be available in all areas.

REQUIREMENTS OF ENTRIES: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Except to the extent that it incorporates the elements of the Game listed in the Entry Requirements, Entries must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, Entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the Entrant may be similar to his/her Entry, or that any compensation is due to Entrant in connection with such Entry or other works used by Sponsor.

By submitting an Entry, Entrant hereby grants permission for the Entry to be posted on www.TerraGenesisgame.com or any other social or web channel controlled by the Sponsor or Developer. Entrant agrees that Releasees (as defined below) are not responsible for any unauthorized use of Entries by third parties. Releasees do not guarantee the posting of any Entry and may remove a posted Entry at any time.

JUDGING: All eligible Entries received by Sponsor following the conclusion of the Contest Period will be judged based on the following criteria: (i) execution (35%); (ii) creativity (35%); and (iii) relativity to in-game features (30%) (the "Judging Criteria"). A panel of qualified judges from the Sponsor shall select three (3) Winners. The Entries selected by the panel shall collectively be deemed the potential Winners. Sponsor reserves the right not to award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

WINNER NOTIFICATION: Sponsor's decisions are final and binding on all matters relating to this Promotion. Potential winners will be notified by e-mail and must provide us with their mailing address (for purposes of sending prizes) within thirty (30) days of notification. They may also be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within thirty (30) days of being notified. If such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, Sponsor is unable to contact a Potential Winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the applicable prize. If any potential winner is an eligible minor in his/her jurisdiction of residence, the prize will be awarded in the name of his/her parent or legal guardian who will be required to fulfill all requirements imposed on winners set forth herein.

PRIZES: The contents and Approximate Retail Value ("**ARV**") of the available Prizes is described below. Three tiers of rewards will be distributed evenly to our 1st, 2nd, and 3rd Place winners:

First Place: 1 TerraGenesis 5.0 Poster, 1 set of stickers, 300 GP, and the Random Planet Generator Pack. (ARV: \$35.99)

Second Place: 1 TerraGenesis 5.0 Poster, 1 set of stickers, 150 GP (ARV: \$23.50)

Third Place: 1 TerraGenesis 5.0 Poster, 1 set of stickers, 50 GP (ARV: \$19.99)

TOTAL ARV OF ALL PRIZES: \$79.48

PRIZE CONDITIONS: Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer a prize, or redeem a prize for cash; however,

Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value in its sole discretion. All prize details will be determined solely by Sponsor in its sole discretion. **In-Game virtual currency is subject to the terms of the Game's End User License Agreement or Terms of Service (as applicable) and is not exchangeable for real money.**

TAXES AND EXPENSES: All federal, state and local taxes, and any other charges and incidental costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of each winner.

CONDITIONS OF PARTICIPATION: By participating, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with or subverting the participation process or the operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated prize claims.

GENERAL CONDITIONS: By participating, the Entrants consent to the use of their names, cities and states of residence, voices, likeness, and/or photographs and/or similar related information for promotional, advertising and other purposes in any and all media now or hereafter known throughout the world in perpetuity by Sponsor and its designees, without additional compensation, notification or permission, except where prohibited by law. Entrants agree to release and hold harmless Sponsor, Developer, Facebook, Instagram, Twitter, Reddit, Discord and their respective parent companies, affiliates, subsidiaries, dealerships, divisions, suppliers, distributors, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees, and agents (collectively, "Releasees") from any claims, actions, injury, loss or damage of any kind resulting from participating in this Contest or from the acceptance, use of any prize awarded.

LICENSE/USE OF ENTRIES: By submitting an Entry, and to the extent allowed by law, you grant the Releasees a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your entry, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Entrant or any third party.

LIMITATIONS OF LIABILITY: Releasees are not responsible for: (i) technical failures of any kind, including but not limited to the malfunctioning of any mobile device, computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or mobile device, cable, satellite or Internet service; (iii) unauthorized human intervention in any part of the Contest; (iv) late, lost, stolen, undelivered, misdirected, delayed, inaccurate, garbled, incomplete registrations, damaged or delayed emails or Contest plays, any electronic, computer, or for any printing, typographical, human, mechanical, electronic, seeding, network, data or other error relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prizes or in any Contest-related materials (including these Official Rules); or (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware, or software, which injury or damage may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or acceptance, use or misuse of a prize. Sponsor reserves the right to cancel or modify the Contest (or any portion thereof) for any reason, including if

bugs, virus, fraud, technical failures or any other factor impairs the integrity, administration or proper play of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes for the Daily Entry Period(s) in question from among all eligible, non-suspect Contest entries received for the applicable Daily Entry Period(s) up to the time of the impairment using the judging procedure outlined above.

ARBITRATION: Unless the laws relevant for the domicile of the Entrant provide otherwise, as a condition of participating in this Contest, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in New York, NY; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and Entrant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA. Unless otherwise prohibited by applicable law, if any provision of these Official Rules or any other terms provided by Sponsor in connection with the Contest is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the parties underlying the invalid, legal or unenforceable provision.

SPONSOR: Tilting Point Media LLC, 521 Fifth Avenue, 21st Floor, New York, NY 10175