

## NEXON AMERICA INC.

### MAPLESTORY 2 CLOSED BETA SURVEY CONTEST (MAY 2018)

#### OFFICIAL RULES

**No purchased required to enter or win.**

**A purchase of any kind will not increase your chances of winning.**

1. **Sponsor:** The MAPLESTORY 2 CLOSED BETA SURVEY CONTEST (May 2018) (the “**Promotion**”) is sponsored by Nexon America Inc., 222 N. Sepulveda Blvd., Suite 300, El Segundo, CA 90245 (“**Sponsor**”).

2. **Eligibility:** The Promotion is open only to players of Sponsor’s MapleStory 2 game who participated in the Closed Beta (hereinafter, the “**Game**”) and who are legal residents of a country that is within the service region of the Game (North America, South America, Europe, Oceania). The Promotion requires that all players: (a) are at least thirteen (13) years of age as of the start of the Promotion Period (defined below); and (b) have never been banned or suspended, or had an account banned or suspended, for hacking or similar violations of the Game’s license agreements and/or Sponsor’s Privacy Policy (<http://www.nexon.net/legal/privacy-policy/>) and Terms of Service (<http://www.nexon.net/legal/terms-of-use>). Any entrant that is under the age of majority in his/her jurisdiction of residence must have their parent or legal guardian’s permission to participate in the Promotion, and must provide evidence of such permission to Sponsor in whatever form required if requested by Sponsor. Employees, officers and directors of Nexon America Inc., its affiliated companies, agents thereof, the immediate family of any such person (defined as parents, children, siblings and husband or wife), or those with whom such person(s) are domiciled, are not eligible to participate. The Promotion is void where prohibited.

3. **Agreement to Official Rules:** Participation in the Promotion constitutes the entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **Timing:** The Promotion begins at the time it is announced in the email newsletters to participants on May 16<sup>th</sup>, 2018, and ends on May 23<sup>rd</sup>, 2018 at 12:00:00 pm Pacific Time (the “**Promotion Period**”). Submissions that are submitted before or after the Promotion Period will be disqualified. Sponsor’s computer will be the official timekeeping device for this Promotion. Entrants are responsible for calculating the difference in time zones.

5. **How to Participate:** To participate in the Promotion, entrant must complete and provide comprehensive feedback of their Closed Beta experience in the survey located at <http://bit.ly/MS2CBSurvey>.

Entrants are limited to one (1) entry per person for the Promotion.

6. **Submission Requirements:** All submissions to Sponsor as part of the Promotion must comply with the following Content Guidelines. Any submission that violates these guidelines will not be eligible to be judged or awarded a prize.

#### **Content Guidelines**

The submission must:

- a. Be a completed survey and include comprehensive feedback of Closed Beta.
- b. Include entrant's account email address, in-game character name and server name in the submission of their post;
- c. Be feedback that reflects the original thoughts of the entrant;
- d. Not be released through personal media such as a blog/SNS.
- e. Not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright or trademark infringement;
- f. Not in any way disparage Sponsor, any of its products or services, the Promotion, or any person or party affiliated with the Promotion, or alternatively appear to promote any direct competitor of Sponsor;
- g. Not contain text or imagery that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor in its sole discretion);
- h. Not include threats (expressed or implied) to any person, place, business, or group;
- i. Not violate the privacy rights or any other rights of any person, business, or group;
- j. Not name or depict any real life third party without his/her permission;
- k. Not contain text or imagery that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- l. Not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the image is created.

Sponsor is not responsible for lost, late, incomplete, invalid, illegible or misdirected entry, which will be disqualified, or for any error, whether human, technical or otherwise. Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be tampering with the operation of the Promotion, such as using automated submission or image generation software, or to be acting in violation of these Official Rules. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email account that is used to participate in the Promotion will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address registered for the entrant's email account.

**7. Intellectual Property:** By submitting the entry as part of this Promotion, each entrant acknowledges and agrees to the following:

- a. Entrant irrevocably grants to the Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry or any part thereof as-is or edited (with or without using any entrant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from any entrant or any other party.
- b. Entrant forever waives any rights of copyrights, trademark rights, privacy rights and any other legal or moral rights that may preclude the Sponsor's use of the information relating to the entry, or require any entrant's permission for the Sponsor to use the entry.
- c. Entrant agrees not to instigate, support, maintain, or authorize any action, claim or lawsuit against the Sponsor on the grounds that use of the entry, or any derivative works thereof, infringes any rights that any entrant or third party may have as creator (or co-creator) of the entry including, without limitation, copyrights, trademark rights and moral rights.

d. Entrant irrevocably grants to Sponsor, its agents, licensees and assigns an unconditional, worldwide, royalty-free and perpetual (non-exclusive) right and permission to use the entrant's name, image, voice and other likenesses that are included in the entry or which are shared with Sponsor as part of entrant's participation in the Promotion, in any media now known or later invented for any commercial purpose, including without limitation advertising or marketing of Sponsor's products and services, without further compensation or the right to approve such uses.

**8. Winner Selection:** After the Promotion Period has ended, Sponsor will select a qualified judge or panel of qualified judges to judge all eligible submissions in accordance with the following criteria:

- a. Quality of feedback – 50%
- b. Clarity of feedback – 50%

The judges will select from among all eligible entrants up to twenty (20) winners for the Promotion. The potential prize winners selected is contingent upon the number and quality of submissions received. The winners will be notified after the date of selection at the email account that received the newsletter containing the survey (<http://bit.ly/MS2CBSurvey>) (or other means of communication as Sponsor may select). The potential prize winners may be asked to submit additional personal information in order to confirm eligibility and award the prize. Potential prize winner may also be asked to sign an Affidavit of Eligibility or Declaration of Compliance (as may be applicable given the location of the potential prize winner) unless this is prohibited by law. If the potential winner cannot be contacted, fails to respond to the notification within the required time period (if applicable), or fails to sign and return the Affidavit or Declaration within the required time period (if applicable), he/she will be disqualified and will forfeit the prize. If a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate potential winner to be chosen based upon the winner selection criteria described in this Section. Each entrant may be a potential winner only one (1) time for the Promotion.

**9. Prizes:** Once confirmed, the prize to be awarded to each winner in connection with the Promotion will be:

- 2,000 Red Merets to the entrant's Nexon account tied to the email address provided in entrant's submitted survey once Official Launch begins

Any prize details not specified above will be determined by the Sponsor in its sole discretion. No cash or other substitution is allowed except by the Sponsor who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value, as determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. NX points that are awarded may be used only for in-game items in the winner's own account and may not be exchanged or traded for cash, in-game items, or any other physical or virtual items. The winner is responsible for any and all other costs and expenses not listed above. Winner will be responsible for payment and reporting of all applicable taxes associated with the receipt and usage of a prize. Sponsor may report the receipt of any prize to the appropriate federal, state, or local taxing agency(ies). Please allow at least thirty (30) days from completion of the judging process for the in-game prizes to be reflected in the winners' accounts.

**10. Warranties and Representations:** By submitting an entry or otherwise participating in the Promotion, each entrant warrants and represents that: (a) the submission is original to the entrant, (b) the submission does not infringe the intellectual property, privacy, publicity or any other rights of any third party; (c) the submission does not violate any law, regulation or any provision of these Official Rules; (d) the submission has not previously been entered in any other contest or promotion; (e) the submission has not been previously published in any medium; (f) the entrant has read and understood these Official Rules; (g) at all times the entrant has complied fully with

these Official Rules; and (h) the entrant will continue to comply in full with these Official Rules until the Promotion has been completed.

**11. Privacy and Publicity:** Except as set forth herein, all information submitted by entrants in the Promotion will be treated according to the Sponsor's Privacy Policy (<http://www.nexon.net/legal/privacy-policy/>). Except where prohibited, participation in the Promotion constitutes entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and country and state or province of residence for promotional purposes in any media without further payment or consideration.

**12. Indemnification:** By entering, entrants agree to defend, indemnify and otherwise hold Sponsor, its parent and affiliated companies, and the agents, officers, directors, and employees of each (collectively the "Released Parties") harmless from and against any and all liability of any nature whatsoever arising out of or relating to:

- (a) any technical errors that may prevent entrants from participating in any way;
- (b) unauthorized human intervention in the Promotion;
- (c) errors in the administration of the Promotion; and
- (d) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of any prize, including any such claim by the Released Parties' employees or any third parties.

Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**13. Disputes:** Except where prohibited, all entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Los Angeles County, California, United States of America. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

**14. General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes from among the submissions received up to the time of the impairment. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. By The Promotion is void where prohibited.

**15. Winners List:** The Sponsor will notify the winners at the winner's email account that received the newsletter containing the survey no later than thirty (30) days after all winners have been confirmed.