Terms and Conditions for Operation: Character Chronicles Giveaway Promotion

NO PURCHASE NECESSARY TO ENTER OR WIN. YOU HAVE NOT WON YET.

The Sponsors and Administrators of the Operation: Character Chronicles Giveaway Promotion (the "Giveaway") are Schell Games LLC, 220 W. Station Square Drive, Pittsburgh, PA 15219. Each person who submits Fan Art (as defined below), video or audio music or other recordings, written, graphic and/or other content under this promotion (each an "Entry" and, collectively, the "Entries") is referred to herein as an "Entrant".

1. Eligibility: No purchase necessary. Open to the *I Expect You To Die* Discord community members who are at least 18 years of age or older or have a legal guardian's permission. This Giveaway is governed by the laws of the United States and the Commonwealth of Pennsylvania. Employees, officers, and directors of Sponsor, Administrator, its affiliates, participating prize suppliers, and each of their respective parents, affiliates, agents, contractors, subsidiaries, advertising, promotion, and fulfillment agencies (collectively, the "Promotion Entities") and members of the immediate family or household of each are not eligible to participate. Immediate family member is defined as a parent, sibling, or any person residing in the same household as an employee. This Giveaway is void where prohibited by law.

2. Agreement to Official Rules: Participation constitutes Entrant's agreement to these Terms and Conditions for Operation: Character Chronicles Giveaway Promotion (the "Official Rules") and Sponsor's and Administrator's decisions, which are final and legally binding in all respects.

3. Prize and Odds of Winning:

One (1) grand prize consisting of an *I Expect You To Die 3* Promotional Briefcase (approx. value of $200); Approximate retail value of the grand prize package is $200. Odds of winning depend on the number of valid Entries received in the relevant Promotion Period (as defined below). Winners will not receive the difference between actual and approximate retail value. Sponsor will not replace any lost, mutilated, or stolen prizes. Prizes are non-transferable, non-refundable, and no substitutions will be

made except as provided herein, at Sponsor's sole discretion. Prize is not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winners is responsible for any and all applicable local, state, and/or federal taxes and fees.

4. How to Enter: Individuals satisfying the Eligibility Requirements described above may enter the Giveaway by uploading an appropriate submission to the #operation-character-chronicles channel on the *I Expect You To Die* Discord Server. Each Entry to the Giveaway must be submitted and received by Sponsor between September 6, 2024 at 1:00 p.m. Eastern Time ("ET") and October 11, 2024 at 11:59 p.m. ET (the "Promotion Period").

Entries generated or created using any script, macro software-generated, bots, utilizing modded software, or other automated means including, but not limited to, computer, artificial intelligence, mechanical or other non-human means, or any means that subvert the entry process will be void. All Entries must only be created by a human or humans. All Entries containing any copyrighted material will be void. All drawn submissions ("Fan Art") will be considered Fair Use and Sponsor may use any Fan Art for any and all purposes. All Entries become the property of Sponsor, along with all copyright, intellectual property and other rights therein, all of which are assigned to Sponsor upon the submission of any Entries.

5. Selection of Winners: On or about October 16, 2024, the winners will be selected by a random drawing conducted by Sponsor. The winners will be notified by direct message via Discord using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. If any potential winner does not respond within 48 hours of the first notification attempt, or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit the prize at Sponsor's discretion. If any potential winner is found to be ineligible or if the potential winner has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified.

6. Winner Requirements: Prize winners shall be required to verify their name and complete physical mailing address. Acceptance of any prize shall constitute the winner's agreement and consent to Sponsor's and its designees' use of the winner's

name, city, state, likeness, photo, video submission, and/or prize information in connection with this Giveaway for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, at Sponsor's discretion, except where prohibited by law.

7. Release: By entering, you agree to release, indemnify and hold harmless the Promotion Entities, prize suppliers, and its respective officers, directors, and employees (the "Released Parties") from and against any and all liability, claim or cause of action, including, but not limited to, third-party intellectual property infringement, injuries, death, loss or damage of any kind, arising from or in connection with this Giveaway and the operation and administration thereof, your participation in the Giveaway, or receipt or use or misuse of any prize.

8. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify this Giveaway, or any part of it at any time or if any fraud, technical failures, or any other factor impairs the integrity or proper functioning of this Giveaway, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Entries received up to the time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Giveaway or to be acting in violation of these Official Rules or rules related to any other promotion or in an unsportsmanlike or disruptive manner and void all associated Entries.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Giveaway; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, Internet service, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Giveaway; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Giveaway, the uploading, the processing or random selection of Entries, the announcement of the prize or in any Giveaway-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen Entries; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an

Entrant's connection to the Internet via any of the websites contained herein. The Released Parties are not responsible for any incorrect, mistranscribed, misdirected, or undeliverable Entries, email transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Released Parties assume no responsibility for late, lost, incomplete, inaccurate, or damaged Entries, or undeliverable notifications resulting from any form of active or passive private message filtering by a user's Internet service provider and/or Discord account. The Released Parties do not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional, or commercial activities. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor or Administrator.

10. Governing Law/Jurisdiction: All issues and concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants or sponsor or administrator or any of the released parties in connection with the Giveaway shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

11. Venue: By participating in this Giveaway, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Promotion Entities or the Released Parties relating to, arising out of or connected in any way with (i) the Giveaway, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement, will be resolved individually and exclusively in the courts of Allegheny County, Pennsylvania.

12. Winners List: The list of winners will be announced on the *I Expect You To Die* Discord community server on or by Wednesday, October 16, 2024. Winners will have 48 hours to reply from the first date of contact. If winners do not respond within 48 hours, new winners will be chosen at random. The new winners will also be given 48 hours to claim the prize.