Magic Spotlight Series First Prize | Creative Feedback for a Secret Lair Drop | Terms & Conditions

The first place "Winner" of the Magic Spotlight Series hosted from May 31 - June 1, in Indianapolis, IN (the "Event") will provide creative feedback with Wizards of the Coast LLC ("Wizards") on card selections and their preferences for a future Secret Lair Drop ("SLD"). Winner may suggest artists and creative themes. Wizards will share sketches and finals with Winner for creative feedback. Additionally, Winner may, if desired, submit a Thank You letter for inclusion in the SLD, which Wizards may modify. Alternatively, in lieu of the creative feedback prize described above, Winner may opt for a substitute prize consisting of 1 play booster display each of Foundations, Aetherdrift, and Tarkir: Dragonstorm, for a total of 3 play booster displays ("Substitute Prize"). If the Substitute Prize is selected, the Winner will provide Wizards with their preferred shipping address for delivery of the Substitute Prize. Wizards agrees to pay shipping and handling costs associated with the Substitute Prize.

These Magic Spotlight Series First Prize Terms and Conditions govern the Winner's participation in creative feedback of a future SLD. By entering the Event you agree to be bound by Wizards' <u>General Terms</u> ("**General Terms**"), <u>Wizards Privacy Policy</u> ("**Privacy Policy**"), <u>Wizards Code of Conduct</u> ("**Code of Conduct**, Wizards Play Policy ("**Play Policy**"), and the decisions of Wizards (including interpretations of the Official Rules) and the judges. (all policies, collectively, the "**Official Rules**").

Winner's participation in the design process is purely honorary and intended as a unique experiential opportunity. Any input provided is voluntary, non-binding, and does not establish an employment, contractual, or professional consulting relationship. Winner is recognized as a guest contributor, offering insights in a celebratory capacity.

Winner may not subcontract or delegate their obligations under these terms and conditions. Notwithstanding anything to the contrary in these terms, Wizards reserves the right to modify, change, revise, or otherwise make any other product decisions in its sole and absolute discretion.

Winner acknowledges being an independent contractor with sole control over the manner and means of providing feedback. Neither party can create obligations on behalf of the other without prior written consent.

Any non-public information provided by Wizards to Winner are confidential and proprietary. Winner will maintain this confidentiality, not disclose it to third parties, and protect any third-party information encountered during the creative feedback process.

Both parties agree that they will not disparage the other party.

Wizards will be the sole owner of any work product created by Winner, considered a work-made-for-hire **17 U.S.C. § 101**. Winner assigns all rights, including intellectual property, to Wizards and waives any moral rights. Winner will obtain any necessary third-party assignments and releases, and if unable, will advise Wizards and request instructions.

Winner will indemnify, defend, and hold harmless Wizards and its affiliates from any claims or damages arising from Winner's failure to comply with these terms.

Winner may not assign or delegate these terms or any duties without Wizards' prior written consent, and any such action without consent is void.

Wizards is not liable for lost opportunities, profits, or any consequential, special, punitive, or indirect damages.

Except where prohibited by law, participating in the Event means that the player is deemed to have given consent for Wizards and their respective designees to use, publish, and display the name, voice, photograph, and other likeness and/or any biographical information Winner may provide on Wizard's websites, in any social media (e.g., Facebook, Instagram, TikTok, Twitter) or platforms (e.g., YouTube, Twitch), leaderboards, e-banners and promotional emails, worldwide for up to three (3) years following the conclusion of the Event, for commercial, promotion, advertising, marketing and other purposes, without notification, review, approval or compensation.

These terms are governed by Washington State law, and any disputes will be resolved in the federal and state courts in King County, Washington, with both parties waiving their right to a jury trial.