#### 80 Level Community Metasites Challenge

#### **OFFICIAL RULES**

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

OFFER IS VOID WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW OR INTERNATIONAL PUBLIC POLICY, WHERE REGISTRATION OR NOTICE REQUIREMENTS MAY EXIST, WHERE WE CANNOT DISTRIBUTE PRIZES TO POTENTIAL WINNERS BECAUSE OF LEGAL OR OTHER CONSIDERATIONS, OR WHERE SANCTIONED BY THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE US DEPARTMENT OF THE TREASURY WHICH INCLUDES WITHOUT LIMITATIONS BRAZIL, ITALY, LEBANON, IRAN, IRAQ, NORTH KOREA, SOMALIA, SUDAN, SYRIA, VENEZUELA, RUSSIA, TURKEY AND THE REGIONS OF CRIMEA, DONETSK, AND LUHANSK (COLLECTIVELY, THE "RESTRICTED JURISDICTIONS").

Contest may be entered by residents of any jurisdiction located outside of the Restricted Jurisdictions ("Eligible Jurisdictions") and entries originating from any other jurisdiction are not eligible for entry. Additional eligibility requirements are provided in Section 6 of these Official Rules.

Before entering the 80 Level Community Metasites Challenge ("**Contest**"), we kindly ask you to carefully review these rules. By entering and participating in the Contest, you agree to be bound by these Official Rules and represent that you meet all the eligibility requirements outlined in these Official Rules.

### 1. How to Enter.

Only online submissions will be accepted. Entrants should submit an interactive digital product meeting the requirements set forth in the Official Rules by uploading a file with the required content via Submission Form according to the specifications set forth on the Contest Sponsor's Contest page, reachable via 80.lv/challenge2023, during the Contest Period (as defined below) ("**Submission**").

Entrants shall register for the Contest via Contest Sponsor's Contest page. Entrants will be contacted by Contest Sponsor within 48 hours after registration with a link to a starter Unreal Engine 5.1 template for a level. After enhancing the template level, the Entrant shall send updated Submission back to Contest Sponsor as an Unreal Engine 5.1.x project and build to be compatible with Contest Sponsor's cloud services via the link received during the onboarding process and following the Submission Guidelines listed below.

Submissions (a) must be created by an eligible Entrant(s); (b) must comply with the requirements set out in the Section 3 of the Contest Rules ("**Submission Guidelines**"); and (c) must include all information requested in the Submission Form. All contact information provided must be current, accurate, and valid.

Entrants are required to comply with all applicable software regulations, including, but not limited to Unreal Engine rules and regulations (accessible via <u>https://www.unrealengine.com/en-US/eula/unreal</u> and <u>https://www.epicgames.com/site/en-US/tos</u>) Failure to comply may result in an Entrant's disqualification.

# 2. Submissions.

By entering, each Entrant warrants and represents the following with respect to Entrant's Submission: (a) Entrant is the sole and exclusive owner of the Submission (and the content therein) and Entrant has all appropriate rights, powers and authority to grant Contest Sponsor (as defined below) all licenses to the Submission as set forth herein; and (b) the Submission will not infringe on any rights of any third parties, including but not limited to any Intellectual Property Rights.

Each Entrant shall retain its ownership interest and applicable intellectual property rights in and to its Submission. However, each Entrant hereby grants to Contest Sponsor a non-exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, and royalty-free license to use, modify, reproduce, prepare derivative works of, distribute, perform, and display the Submission in any and all media or technology throughout the world, in any manner and for any purposes in connection with the Contest. That includes without limitations the right to post Submissions on Contest Sponsor's website and social media pages. Entrants will not be paid for their Submissions or for granting Contest Sponsor any of these rights. Each Submission is, and will be treated as, non - confidential and non - proprietary.

Entrants are invited to use assets provided by CGCircuit LLC and KitBash3D LLC in their Submissions. CGCircuit provides assets, accessible bundled via the link: <u>https://www.cgcircuit.com/bundle-details.php?val=116</u>. Entrants can use any or all of these assets for free by adding the bundle or individual assets to the cart and applying the code 80LVMETACONT at checkout. Kitbash offers a Cargo Basic subscription that provides access to free assets that Entrants may use in their Submissions.

All Submissions must comply with the Submission Guidelines and Restrictions defined below.

### 3. Submission Guidelines and Restrictions

By entering the Contest, each Entrant agrees that Entrant's Submission conforms to the following Submission Guidelines.

### Submission Guidelines:

- Submissions shall be submitted as an Unreal Engine 5.1.x build and project along with any required documentation set forth on the Contest Sponsor's Contest page;
- Submissions shall follow 3D Metasites Build Guidelines set forth <u>here</u>. A link to the template for Unreal Engine starter level will be sent to Entrants during onboarding,
- Submissions must be submitted according to the How to Enter section and the materials should be directly accessible from the links provided;
- Multiple Submissions are allowed, but each Submission must be unique and meet the contest requirements;
- Submissions should be made in Unreal Engine and built for 5.1.x.

### **Restrictions**:

- Submissions shall not portray Contest Sponsor, any of its products or services, the Contest, or any person or party affiliated with the Contest in a negative light;
- Submissions may not contain content that violates third-party's rights, including but not limited to privacy, publicity, or intellectual property rights;
- Submissions may not contain inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous content;
- Submissions must not invade privacy rights or any other rights of any person or business, and Submissions must not name or depict any third party without their permission.

# 4. Disclaimer.

Contest Sponsor will not be responsible for (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or Submissions; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures, if not directly caused by the gross negligence or willful misconduct of Contest Sponsor; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Contest Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest.

Receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Contest Sponsor. Mutilated, lost, illegible, corrupted, or incomplete Submissions will be deemed ineligible and will be disqualified.

By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest, including, but not limited to, interpretation and application of these Official Rules.

Entrants must comply with the applicable laws, decrees and regulations of their Eligible Jurisdiction, and Contest Sponsor will have no obligation to change or modify any of these Official Rules or take any further action as a result of such laws, decrees, regulations or guidelines of any Eligible Jurisdiction, except as is otherwise provided in these Official Rules.

## 5. Contest Period. Deadlines for Submissions. Announcement Dates.

The Contest will be conducted from **November 15, 2023** to **February 15, 2024** ("**Contest Period**").

The Contest shall commence on **November 15, 2023**.

### The deadline for submissions is January 30, 2024.

The semi-finalists will be announced on February 6, 2024.

The finalists will be announced on **February 15, 2024**.

### 6. Eligibility.

Contest is open only to legal residents of the Eligible Jurisdictions who are at least the minimum age of majority in their place of residence at the start of the Contest Period. Submissions received from individuals residing in any country other than an Eligible Country, and/or any other country prohibited by law or export restrictions will be disqualified.

You are not eligible for contest, if you are an employee of the Contest Sponsor or its affiliates, as well as an immediate family member or a member of the same household (whether related or not) of such employees.

### 7. Winning Entrant selection.

Submissions will be judged based on the following criteria:

- Aesthetics of the visuals and sounds;
- Technical execution and optimization;
- Creativity and innovation.

At the end of the Contest Period, a panel of qualified judges will evaluate each Submission and select the Entrants eligible for the semi-finals (each, a "**Semi-Finalist**") and later from among them - three potential prize winners (each, a "**Winning Entrant**") from the qualified Submissions received during the Contest Period according to the criteria set forth above.

To claim a prize, a Semi-Finalist or a Winning Entrant must submit to Contest Sponsor all documents requested by Contest Sponsor, at Contest Sponsor's discretion. The designated documents must be completed and submitted by the deadline provided by Contest Sponsor or the prize will be forfeited. Contest Sponsor reserves the right in all cases to withhold prize award until the Semi-Finalist's or Winning Entant's identity and eligibility are established to Contest Sponsor's reasonable satisfaction.

# 8. Prizes, notifications and delivery.

Prizes will be awarded to three potential Winning Entrants' Submissions. The total approximate retail value ("**ARV**") of all prizes awarded in this Contest is a maximum of 21,186 USD. Please note that ARV is provided for information purposes only and is subject to clarification by the Prize Providers and might not include the applicable taxes or surcharges.

# Winning Entrants will receive the prizes below:

<u>1st place</u> winner will receive the below prizes:

- NVIDIA RTX 4090 (provided by 80LV);
- iClone 8 Reallusion (provided by Reallusion);
- 1-year Mari Subscription (provided by Foundry);
- NVIDIA Studio Laptop (provided by NVIDIA);
- Kamvas Pro 16 (2.5K) (provided by Huion);
- Artist Pro 16 (Gen 2) (provided by XPPEN);
- <u>KC3000 SSD (4TB)</u> (provided by Kingston);
- PolygonFlow Freelance Plan 1 year subscription (provided by GraphN);
- PD1610 2.5K Pen Display (provided by Gaomon);
- RizomUV Licenses, for both Virtual Spaces and Real Space (provided by Rizom-Lab);
- CGCIRCUIT 1 year of unlimited access to the <u>tutorial library</u> for one person (provided by CGCircuit);
- 1 year of <u>ArtStation PRO Subscription</u> (provided by Epic Games);
- 1 year <u>KIRI Engine Pro Membership</u> (provided by KIRI);
- One-year subscriptions to <u>Substance 3D Collection</u> (provided by Adobe);
- <u>Cargo Pro</u> subscription for 3 months (provided by KitBash3D);
- 3 months of <u>Mudstack's Studio plan</u> complimentary access with 3 admin licenses included (provided by Mudstack).

The ARV of the 1st place prize pool is 12, 308 USD.

2nd place winner will receive the below prizes:

- NVIDIA RTX 4080 (provided by 80LV, LLC);
- Character Creator 4 license (provided by Reallusion);
- Kamvas 13 (provided by Huion);

- Artist Pro 14 (Gen 2)(provided by XPPEN);
- PD1220 Pen Display (provided by Gaomon);
- XS2000 (2TB) (provided by Kingston);
- <u>RizomUV Licenses</u>, for both Virtual Spaces and Real Space (provided by Rizom-Lab);
- <u>1 year of ArtStation PRO Subscription</u> (provided by Epic Games);
- One-year subscriptions to <u>Substance 3D Collection</u> (provided by Adobe);
- 1 year KIRI Engine Pro Membership (provided by KIRI);
- PolygonFlow Freelance Plan 9-month subscription (provided by GraphN);
- <u>Cargo Pro subscription</u> for 2 months (provided by KitBash3D);
- 2 months of <u>Mudstack's Studio plan</u> complimentary access with 2 admin licenses included (provided by Mudstack).

The approximate ARV of the 2nd place prize pool is 4, 664 USD.

<u>3rd place</u> winner will receive the below prizes:

- NVIDIA RTX 4080 (provided by 80LV, LLC);
- <u>Character Creator 4 license (provided by Reallusion);</u>
- Inspiroy Dial 2 (2x) (provided by Huion);
- <u>M10K PRO Pen Tablet</u> (provided by Gaomon);
- <u>Deco Pro (Gen 2) LW</u> (provided by XPPEN);
- <u>1 year of ArtStation PRO Subscription</u> (provided by Epic Games);
- XS1000 (2TB) (provided by Kingston);
- <u>RizomUV Licenses, for both Virtual Spaces and Real Space, Indie Licences</u> (provided by Rizom-Lab);
- One-year subscription to Substance 3D Collection (provided by Adobe);
- <u>1 year KIRI Engine Pro Membership</u> (provided by KIRI);
- PolygonFlow Freelance Plan 6 months subscription (provided by GraphN);
- Cargo Pro subscription for 1 month (provided by KitBash3D);
- 2 months of <u>Mudstack's Studio plan</u> complimentary access with 2 admin licenses included (provided by Mudstack).

The approximate ARV of the 3rd place prize pool is 4, 214 USD.

In addition to the prizes specified above, each Winning Entrant who used <u>KIRI Engine solution</u> developed by KIRI Innovations Science and Technology Inc. in the Submission will receive a prize of 500 USD.

Semi-Finalists announced in accordance with this Section will receive:

- 1 Year KIRI Engine Pro Memberships (provided by KIRI);
- 1 month of free <u>PRO membership</u> and the Discount code for 25% off all <u>Sketchfab Store</u> 3D models (provided by Sketchfab).

ENTRANTS ARE RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE, TERRITORIAL, PROVINCIAL, MUNICIPAL AND LOCAL TAXES, COSTS ASSOCIATED WITH CURRENCY EXCHANGE, OR ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH PRIZE RECEIPT, ACCEPTANCE, OR USE.

CONTEST SPONSOR HEREBY DISCLAIMS ALL LIABILITY FOR MAIL LOSS, BORDER RESTRICTIONS, ANY LAWS AND REGULATIONS IN THE ENTRANTS' STATE OF RESIDENCE IMPEDING THE DELIVERY OF THE PRIZES TO THE ENTRANTS, OR ANY OTHER LAWS AND REGULATIONS AND CIRCUMSTANCES NOT ATTRIBUTED TO THE CONTEST SPONSOR SPHERE OF CONTROL AND IMPEDING THE DELIVERY OF THE PRIZES TO THE ENTRANTS.

Contest Sponsor reserves the right to withhold and deduct such taxes and charges from any prize if and to the extent required by law. All prizes will be awarded provided there are sufficient qualified Submissions.

A semi-final announcement will be posted on the Content's website on February 6, 2024. A final announcement will be posted on the Content's website on February 15, 2024. Upon final announcement, Contest Sponsor will contact potential Winning Entrants, and each potential Winning Entrant will have a reasonable time period determined by Contest Sponsor to respond and provide the information and documents determined by the Contest Sponsor and necessary to verify the potential Winning Entrant and award the prize. Failure to timely respond to the Contest Sponsor's notification or provide the requested information may result in disqualification as a Potential Winning Entrant, in which case such Entrant shall not be entitled to win any prizes associated with the Contest.

A potential Semi-Finalist or a Winning Entrant will only be deemed a Semi-Finalist or a Winning Entrant only after the verification process has been successfully completed by Contest Sponsor.

Verification procedure shall be solely determined by Contest Sponsor at its sole discretion.

Physical prizes will be delivered to the addresses provided by the Semi-Finalists and Winning Entrants. Prizes delivery will be handled by an independent contractor appointed by the Contest Sponsor's sole discretion. The Contest Sponsor is and will not be responsible for prizes delivery, including, but not limited to, ensuring timely delivery and the integrity of the prizes. Prizes returned as undeliverable or otherwise not claimed by the Winning Entrant for any reason will be forfeited.

Digital prizes will be delivered in the form of license keys/codes or links to register, or other appropriate digital delivery methods employed by the Prize Providers to the email addresses provided by the Semi-Finalists and Winning Entrants.

Semi-Finalists and Winning Entrants are not entitled to any surplus between the actual retail value of the prize and ARV. Prizes are not transferable. No substitutions or exchanges

(including for cash) of any prizes will be permitted; provided, however, that Contest Sponsor reserves the right to substitute a prize of equal or greater value for any prize in its sole discretion.

### 9. General conditions.

By participating in the Contest, an Entrant agrees to release and hold harmless Contest Sponsor, Prize Providers, their subsidiaries, affiliates, suppliers, distributors, officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any and all liability for loss, harm, damage, injury, cost of expense whatsoever, including, but not limited to, property loss or damage, personal injury and/or death which may occur out of participation in the Contest or any contest-related activity or delivery, misdelivery, notification error, receipt or use and/or misuse of any prize and for any claims based on publicity rights, intellectual property rights, defamation and invasion of privacy.

At its sole discretion, Contest Sponsor reserves the right to review Submissions and take any necessary measures to ensure a fair Contest. Entrants who fail to comply with these Official Rules or attempt to interfere with the Contest in any way may be disqualified. Contest Sponsor reserves the right to disqualify any individual, at its sole discretion, if they are found to be tampering with the entry process or the operation of the Contest or website. Contest Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, said entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception6 hacking, or other unfair practices or intending to annoy, abuse, threaten or harass other Entrants or Contest Sponsor representatives. **CONTEST SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY FRAUDULENT ENTRANTS TO THE FULLEST EXTENT OF THE LAW.** 

Entrants acknowledge and agree that their participation in the Contest is not and does not create any confidential, fiduciary, agency, partnership, joint venture or employment relationship between Entrant and Contest Sponsor.

Contest Sponsor is not responsible if the Contest cannot take place or if any prize cannot be awarded due to any event beyond Contest Sponsor's control, including, but not limited to, technical failures, delays or interruptions due to acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations, outbreak of disease or other public health hazard, natural disasters, weather, or labor dispute or strike.

Contest Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend the Contest should virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest and/or as a result of any applicable law, regulation, decree or guideline. If Contest Sponsor decides to cancel or modify the Contest, it will provide a notice of such cancellation or modification to the Entrants. In such case, Contest Sponsor may select the Winning Entrants from all eligible Submissions received prior to and/or after (if appropriate) the action taken by Contest Sponsor.

Participation in the Contest and acceptance of a prize constitutes each Semi-Finalist's or Winning Entrant's permission for Contest Sponsor to use his/her/their name, address, likeness, photograph, biographical information, and/or any statements made by each Semi-Finalist or Winning Entrant regarding the Contest or Contest Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. The information Entrants provide will be used only in accordance with Contest Sponsor's privacy policy, located at <a href="https://80.lv/privacy-policy/">https://80.lv/privacy-policy/</a>.

Each Entrant acknowledges that there may be similarities in ideas or concepts between their own Submission and those of other Entrants. Each entrant understands and agrees that he/she shall not have any claim against any other Entrant or Contest Sponsor based on these similarities, nor can they seek any compensation due to such similarities.

# IF YOU DO NOT AGREE TO THESE OFFICIAL TERMS, DO NOT ENTER THE CONTEST.

# **10.** Limitation of Liability.

To the fullest extent permitted by law, the Released Parties will not be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages that may arise from Entrant's access to and use of any websites associated with the Contest, or from downloading or printing materials obtained from these websites. All prizes are awarded "AS IS" and without warranty of any kind, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

The Released Parties are not responsible, to the extent permitted by law, for: (1) any incorrect or inaccurate information, whether caused by the Entrant, printing errors or omission 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 Submission process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Submissions; or (5) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason Entrant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy shall be another Submission in the Contest.

Nothing in these Official Rules shall disclaim, limit, or exclude liability for any liability that may not be disclaimed, limited, or excluded pursuant to applicable law.

### 11. Governing Law and Jurisdiction.

These Official Rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws

provisions. The parties irrevocably submit and consent to the exclusive jurisdiction of, and venue in, the state and federal courts seated in Los Angeles County, California, and the related appellate courts, in any related action or proceeding.

The parties agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with these Official Rules shall be resolved individually, without resort to any form of class action.

# 12. Contest Sponsor and Prize Providers.

The Contest is organized solely by **80LV**, **LLC ("80LV"**), 15260 Ventura Boulevard, Suite 2230, Sherman Oaks, California, 91403, USA ("**Contest Sponsor**").

Contest Sponsor has engaged the following entities who have agreed to provide the Prizes to the Winning Entrants ("**Prize Providers**"):

- 1. NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, CA 95051.
- 2. **The Foundry Visionmongers Ltd.**, Squire Patton Boggs Secretarial Services Limited Rutland House, 148 Edmund Street, Birmingham, England, United Kingdom, B3 2JR.
- 3. **Reallusion Inc.**, Reallusion, Inc., 2033 Gateway Place, Fifth Floor, San Jose, CA 95110, USA.
- 4. **Shenzhen Huion Trend Technology Co., Ltd**., Floor 1, Building 1, Huion Science and Technology Park, Keji 1st Road, Tangtou Community, Shiyan Street, Bao'an District, Shenzhen, China.
- 5. Hanvon Ugee Technology Co., Ltd., FLAT/RM 185 G/F HANG WAI IND CENTRE NO.6 KIN TAI ST TUEN MUN N.T HK. ("XPPEN").
- 6. **Kingston Digital Europe Co LLP**, **Kingston Technology Europe Co LLP**, Kingston Court, Brooklands Close, Sunbury-on-Thames, Middlesex TW16 7EP.
- 7. GraphN AB, Trosta 171, 195 93 Märsta, Sweden.
- Gaomon Technology Co., Limited, ROOM 836, 8/F, BEVERLEY COMMERCIAL CENTRE, 87-105 CHATHAM ROAD SOUTH, TSIM SHA TSUI, Kowloon Hong Kong SAR.
- 9. Rizom-Lab SAS, 30 chemin des Gides 13500 Martigues, France.
- 10. CGCircuit LLC, 30767 Gateway Place #590 Rancho Mission Viejo, CA 92694 USA.
- 11. Epic Games Commerce GmbH, D4 Platz 10, 6039 Root, Switzerland.
- 12. Adobe Inc., 345 Park Avenue San Jose, CA 95110-2704.
- 13. **KIRI Innovations Science and Technology Inc**., 64 Joshua Ave., Ancaster, Ontario, Canada L9K 1P8.
- 14. Sketchfab, Inc., 440 9th Ave, Suite 1700 New York, NY 10001.
- 15. KitBash3D LLC, 4080 N Williams Ave, Suite 100 Portland, OR 97227.
- 16. Mudstack, Inc., 6000 Foxberry Ln, Roswell, Georgia, 30075, United States.