Marvel Midnight Suns Photo Mode Giveaway
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

The Giveaway may only be entered in or from the 50 United States (excluding New York and Florida) and the District of Columbia. Entries originating from any other jurisdiction are not eligible for entry. This Giveaway is governed exclusively by the laws of the United States. You are not authorized to participate in the Giveaway if you are not located within the 50 United States (excluding New York and Florida) and the District of Columbia.

1. Eligibility. Participation open only to legal residents of the fifty (50) United States (excluding New York and Florida) and the District of Columbia, who are at least 18 years old. Void outside the fifty (50) United States (excluding New York and Florida) and the District of Columbia and where prohibited, taxed or restricted by law. Employees, officers and directors of 2K Games, Inc. ("**Sponsor**"), Marvel, The Walt Disney Company, and their parent companies, subsidiaries, affiliates, partners, retailers, advertising and promotion agencies, manufacturers or distributors of Giveaway materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Only individuals can enter. Entries from teams, companies or groups are not permitted. Sponsor reserves the right to disqualify any entry, for whatever reason, including, but not limited to, a perceived or actual conflict of interest. All federal, state and local laws and regulations apply.

2. Start/End Dates. Entry period begins at 12:00:01 PM PT on May 11, 2023 and ends at 11:59:59 PM PT on May 18, 2023 ("**Giveaway Period**"). Sponsor's computer is the official time-keeping device for the Giveaway.

3. How to Enter. During the Giveaway Period, there are two (2) ways to enter.

Via email response without purchase or game play:

> You can receive one (1) entry per day during the Giveaway Period by sending an email to midnightsuns@2k.com with Midnight Suns Photo Mode Giveaway in the subject line and your name, address and date of birth in the body of the email. All entries must be received by 11:59:59 PM PT on May 18, 2023. Entries generated by script, mechanical, macro or other automated means or by any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged or returned.

Via Twitter or Instagram:

a. Play Midnight Suns on any available platform,

b. Pause the game at any time, select Photo Mode, snap a screenshot with at least one (1) hero included (Iron Man, Captain America, Captain Marvel, Hulk, Hunter, Blade, Magik, Nico, Ghost Rider, Scarlet Witch, Wolverine, Doctor Strange, Deadpool),
c. Access the Twitter or Instagram application on your desktop or mobile device,
d. Share your photo in a post on Twitter or Instagram using the hashtags #GoldenGiveaway and #giveaway. Your post must include the hashtags #GoldenGiveaway and #giveaway.

You must be an active holder of a non-private Twitter or Instagram account (i.e., you must make sure your posts are set to "public" and not "private"). You must have a Twitter or Instagram account to enter via this method. If you do not have a Twitter or Instagram account, you can create one by visiting www.twitter.com or www.instagram.com. Twitter and Instagram accounts are free.

If you choose to enter via Twitter or Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to be solely responsible for any and all charges you incur in entering, or participating in, the Giveaway (including, without limitation, any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, posts, images, and photo submissions shall be collectively referred to herein as the "**Submissions**" or each as a "**Submission**." All Submissions must comply with the Guidelines and Restrictions (as defined below), as determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to cancel or modify this Giveaway in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to his Submission: (a) entrant is the sole and exclusive owner of all aspects of the Submission, apart from any of Sponsor's intellectual property, including copyrights, trademarks, designs, artwork, and characters ("Sponsor IP"), which may only be used pursuant to the limited license described more fully herein; (b) apart from any included Sponsor IP, the Submission is entrant's own creation and is 100% original; (c) the Submission will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right and will not include the name, photo, or likeness of any third parties unless they have the permission of said third parties; (d) the Submission complies with the Guidelines and Restrictions (defined below); and (e) the Submission has not been submitted previously in a promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.

Limit one (1) Submission per person, per day of the Giveaway Period. Entrants are not permitted to submit more than one Submission per day of the Giveaway Period**.**

Duplicate Submissions by the same person on the same day will be subject to disqualification. Each submission may only be entered once during the Giveaway Period. All terms and conditions of Twitter.com and Instagram.com apply. Multiple entrants are not permitted to share the same Twitter or Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter or Instagram accounts, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor to the maximum extent permitted by law and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Submissions by individuals that meet the Eligibility Criteria in Section 1 are eligible. Proof of Submission will not be deemed to be proof of receipt by Sponsor.

4. Submission Guidelines and Content Restrictions: By entering the Giveaway, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Giveaway if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor, any other person or party;
- The Submission must not contain brand names or trademarks of any entity other than the Sponsor IP, which entrant has a limited license to use for the sole purpose of creating a Submission in this Giveaway;
- The Submission must not contain footage, images or artwork not created by entrant or owned by Sponsor;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Giveaway.

Entrants acknowledge that other entrants may have used ideas and/or concepts in their Submission that may have similarities to ideas or concepts included in entrant's Submission, and entrants understand and agree that they shall not in any way be entitled to any compensation because of any such similarities. Sponsor's decisions are final and binding in all matters relating to this Giveaway, including interpretation and application of these Official Rules.

5. License. Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes. Each entrant hereby irrevocably and unconditionally waives and agrees never to assert any moral rights such entrant may have in connection with their Submission.

6. **Independently Developed Submissions.** Each entrant understands and agrees that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with entrant, nor will it entitle entrant to any compensation of any kind. Each entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without obligation to entrant, including, but not limited to, if Sponsor has or has determined that it has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

7. Random Drawing/Odds. On or about May 19, 2023**,** one (1) Grand Prize Winner and ten (10) runners up Winners will be selected in a random drawing from all eligible entries received during the Giveaway Period (each a "**Winner**"). Odds of winning will depend upon the number of eligible entries received. The random drawing will be conducted by Sponsor. By entering the Giveaway, you fully and unconditionally agree to be bound by the governing rules (including without limitation these Official Rules) and Sponsor's decisions, which will be final and binding in all matters relating to the Giveaway.

8. Prizes. Grand Prize: one (1) Winner will receive one (1) Gold PlayStation®5, one (1) Midnight Suns Iron Man Funko Pop and one (1) Midnight Suns Legendary Edition Game Code. Approximate Retail Value ("ARV") of Grand Prize: $10,110.00 (USD). **Runners Up Prize**: Ten (10) Winners will each receive one (1) Midnight Suns Iron Man Funko Pop and one (1) Midnight Suns Legendary Edition Game Code. ARV of each Runners Up prize: $110.00 (USD).

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize or part of prize, Sponsor reserves the right to substitute a prize

of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) prize per person or household.

ARV of all prizes: $11,210.00 (USD). Any difference between stated approximate retail value and actual value of Prize will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion.

TAX GROSS UP PAYMENT: In addition to the Prize awarded to the Grand Prize Winner, the Grand Prize Winner will also receive a single cash payment in the form of a corporate check which is intended to assist with any federal, state, or other tax obligations related to the Prize (the "Tax Gross-Up Payment"), if applicable. The amount of Tax Gross-Up Payment will be computed based upon the actual retail value of the Prize and assuming that the Winner's combined tax rate for all federal, state, and other tax obligations related to such Prize is 33%. The Tax Gross-Up Payment is intended to *assist* with any federal, state, or other tax obligations related to the Prize. **The Tax Gross-Up Payment may not be sufficient to cover the Grand Prize Winner's entire tax liability related to winning the Prize.** The Grand Prize Winner may be required to provide Sponsor a W-9 form. The Grand Prize Winner's reportable winnings and the gross-up payment will be included on the Grand Prize Winner's 2023 Form 1099-MISC and will be subject to withholding. Sponsor will comply with all tax reporting requirements, including a Form 1099-MISC issued to the Grand Prize Winner.

ALL ENTRANTS ACKNOWLEDGE AND AGREE THAT SPONSOR SHALL HAVE NO OBLIGATION TO POST, DISPLAY, OR OTHERWISE USE ANY SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WINNING SUBMISSION(S). FOR SAKE OF CLARITY, ENTRANTS UNDERSTAND AND AGREE THAT EVEN IF ENTRANT IS A WINNING SUBMISSION SPONSOR IS UNDER NO OBLIGATION TO USE THE WINNING SUBMISSION FOR ANY PURPOSE WHATSOEVER. HOWEVER, SPONSOR WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, AS DETERMINED BY IT IN ITS SOLE AND ABSOLUTE DISCRETION, TO USE THE WINNING SUBMISSION. IF ANY SUBMISSION IS USED BY SPONSOR, INCLUDING THE WINNING SUBMISSIONS, ENTRANTS WILL NOT RECEIVE ANY COMMISSION ON ANY PRODUCTS OR MERCHANDISE WITH SUCH ENTRANT'S SUBMISSION (IF APPLICABLE).

9. Notification. Potential Winners will be notified on or about May 23, 2023, and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) days of receipt.

The potential Winner will be notified by Sponsor via a direct message on Twitter or Instagram or may reply to the potential Winner's Submission. Winner will be required to email Sponsor within five (5) calendar days in order to claim their prize.

If any potential Winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any

Winner rejects his/her prize or in the event of noncompliance with these Giveaway rules and requirements, prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. No compensation will be given upon prize forfeiture.

10. Conditions. Sponsor shall not be liable or responsible in the event any entrant or winner's Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Giveaway and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state and country), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Giveaway or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, Marvel, The Walt Disney Company, Twitter, Inc., Meta Platforms, Inc. and their respective partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "**Released Entities**"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death (other than in respect of any personal injury and/or death that is caused by Sponsor's negligence, fraud, or any other liability that cannot be limited or excluded by applicable law) which may occur in connection with, preparation for, travel to, or participation in Giveaway, or possession, acceptance and/or use or misuse of prize or participation in any Giveaway-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or attempt to interfere with this Giveaway in any way shall be disqualified. Sponsor is not responsible if Giveaway cannot take place or if any prize cannot be awarded due to reasons beyond Sponsor's reasonable control, such as travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

11. Additional Terms. Any attempted form of entry other than as set forth in Section 3 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Giveaway or downloading any materials in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, Sponsor may select the

winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Giveaway or web site. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

12. Limitation of Liability; Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF SPONSOR'S PAGE AND/OR THE GIVEAWAY, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE GIVEAWAY. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANTS, OR SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS OF LIABILITY ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, THE AFFECTED LIMITATION OR EXCLUSION OF LIABILITY SHALL BE DEEMED OMITTED FROM THESE OFFICIAL RULES AND SHALL IN NO WAY AFFECT THE LEGALITY, VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE OFFICIAL RULES.

13. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated

in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES SUBJECT TO THE ENFORCEMENT OF THE MANDATORY PROVISIONS OF ANY OTHER APPLICABLE LAW. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

14. Use of Data. Any personal data submitted to, or collected by, Sponsor or its data processors in connection with the Giveaway, processed by Sponsor and/or its data processors in accordance with Sponsor's privacy policy for the purposes of conducting, administering, and marketing the Giveaway. Please review the Sponsor's privacy policy at www.take2games.com/privacy. By participating in the Giveaway, you hereby acknowledge: (i) you have read and understood Sponsor's privacy policy; (ii) Sponsor has a valid legitimate interest in processing your personal data for these purposes; and (iii) Sponsor's legitimate interests are not outweighed by your own interests or fundamental rights and freedoms.

15. List of Winners. To obtain a list of Winners, send an email or self-addressed, stamped envelope by June 23, 2023 to Sponsor using the contact details set out below and include the following reference: Marvel Midnight Suns Photo Mode Giveaway Winner's List Request.

16. Sponsor. 2K Games, a wholly owned subsidiary of the United States company Take-Two Interactive Software, Inc. The Sponsor's address is 2K Games, 10 Hamilton Landing, Novato, CA 94949.

Marvel, The Walt Disney Company, and their affiliates are not sponsors, administrators, or prize providers.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY MARVEL, THE WALT DISNEY COMPANY, AND THEIR AFFILIATES, OR ASSOCIATED WITH TWITTER OR INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER OR INSTAGRAM.

Marvel Midnight Suns Photo Mode Giveaway

Abbreviated Rules

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