

## **GODDESS OF VICTORY: NIKKE**

### **2nd Anniversary x yama Special Collaboration Song Repost Event Sweepstakes**

#### **SWEEPSTAKES OFFICIAL RULES**

NO ENTRY FEE. NO PURCHASE OR OBLIGATION IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED WORLDWIDE. VOID WHERE PROHIBITED OR WHERE REGISTRATION, BONDING OR LOCALIZATION REQUIRED. SUBJECT TO ALL NATIONAL, REGIONAL AND LOCAL LAWS.

This **2nd Anniversary x yama Special Collaboration Song Repost Event** (the “Sweepstakes”) is in connection with the video game **GODDESS OF VICTORY: NIKKE** (the “Game”), and is governed by these official rules (“Official Rules”), the Game’s EULA available at <https://nikke-en.com/termservice/> (“EULA”), the Game’s privacy policy available at <https://nikke-en.com/privacypolicy/> (“Privacy Policy”), and any additional rules on the applicable Sweepstakes webpage. By submitting an entry to the Sweepstakes, you are accepting the terms and conditions of participation on the applicable Sweepstakes webpage, the Official Rules, the EULA, and the Privacy Policy.

The sponsor of this Sweepstakes is ZAM Network, LLC, a Delaware limited liability company with an office at 12777 W. Jefferson Blvd – Building E, Los Angeles, CA 90066 (“ZAM” or “Sponsor”).

#### **1. Promotion Period**

The Sweepstakes begins on November 1st 2024 and runs through November 8th 2024, 23:59 (UTC+9) (the “**Promotion Period**”).

#### **2. Eligibility**

In order to be eligible, participants must be at least (whichever is higher): (i) 18 years old, or (ii) the age of majority in their state or country of their legal residence as of the date of entry, who have an active email account and Internet access. This Sweepstakes is not open to legal residents of Bangladesh, China, Colombia, Dubai, Egypt, Hong Kong, Indonesia, Italy, Malaysia, Mexico, Philippines, Quebec of Canada, Singapore, South Australia and QLD, South Korea, Turkey. Any additional eligibility requirements will be indicated in the additional terms found on the applicable Sweepstakes webpage. Persons identified as “Blocked Persons” or persons subject to applicable sanctions prohibitions, including, without limitation, those persons listed on the U.S. Department

of Treasury Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List are not eligible to participate in the Sweepstakes. Employees of ZAM, Proxima Beta Pte. Ltd., SHIFT UP Corporation, and their respective parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to them through an outsourcer or temporary employment agency during the Promotion Period, and their respective immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes.

### **3. Entry Instructions**

To participate in the Sweepstakes and be eligible for a potential prize, participants must complete one of the entry methods indicated on the applicable Sweepstakes webpage during the Promotion Period. One entry per individual, household and/or email address is permitted, regardless of method of entry, unless expressly set forth to the contrary in the additional terms found on the applicable Sweepstakes webpage. Multiple participants are not permitted to share the same email or other account needed for participation. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email or addresses, accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated, programmed or robotic system or the like entry methods to participate is prohibited and will result in disqualification. Each potential winner may be required to show proof of being the authorized account holder. All entries become property of ZAM and none will be acknowledged or returned.

- Social Media Entry: Follow GODDESS OF VICTORY: NIKKE's official English X (formerly Twitter) account (@nikke\_en); then repost the event post.
- Entries must be original and not violate any third-party rights, and the entrant must have all rights necessary to submit the entry.
- Entries may not contain material that (a) is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law; (b) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, contractual rights, moral rights or other intellectual property rights, or rights of publicity or privacy, or any other rights of third parties; (c) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (d) is fraudulent, false, misleading or deceptive; (e) is grossly harmful, racially or ethnically objectionable, disparaging, blasphemous, libelous, defamatory, obscene, pornographic, pedophilic, vulgar or offensive; (f) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (g) is violent, bullying, or threatening or promotes violence, money laundering or gambling, terrorism, or actions that are

threatening or disrespectful to any person or entity; (h) harms minors in any way; or (i) promotes illegal or harmful activities or substances.

- Entries must follow the community guidelines and terms of service of the social media platform used for entry (where applicable).
- Participants may enter any number of times, but are only eligible to win once per week during the Sweepstakes Period.
- Sponsor may reject any entries that are found, as determined by ZAM in its sole discretion, to be in violation of these Official Rules.

#### **4. Drawing; Notification of Winners**

All Sweepstakes entries meeting the requirements of these Official Rules will be entered into the prize drawing. The number of winners will be indicated in the additional terms found on the applicable Sweepstakes webpage. Each winner will be selected by a random-chance drawing by independent persons or a computer program that randomly chooses the winner, from all eligible entries received and the random selection is final and binding, subject to the below. ZAM will notify winners by email, U.S. Mail at the address associated with the winner's entry form, and/or by other means consistent with the Sweepstakes as soon as reasonably practicable following the drawing, but at least within seven (7) days of the drawing. ZAM is not responsible for any delay or failure to receive notification, including inactive account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any account. The winner must then respond to ZAM within fourteen (14) days or such other time frame as may be specified on the applicable Sweepstakes webpage. Winner, and any guest (if applicable), may be required to sign an affidavit of eligibility and liability and publicity release. Should the winner fail to respond to ZAM or cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and liability and publicity release is not timely received, is incomplete or modified, the prize may be forfeited and ZAM reserves the right to disqualify that winner and select a new one in a second-chance random drawing from remaining valid, eligible entries timely submitted.

#### **5. Prize**

Each winner will receive the prize below. No cash or other substitution, assignment or transfer of the prize is permitted, except at the sole option of ZAM, who has the right to substitute a prize with another of comparable or greater value. Winner is responsible for all income or other taxes and fees associated with the receipt and/or use of the prize. The odds of winning a prize depend on the total number of eligible entries received. ZAM will not replace any lost or stolen prizes. ZAM will use all reasonable efforts to deliver prizes in a timely fashion.

Prizes:

- 3 unique winners will each win one (1) yama Autograph

- 5 unique winners will each win one (1) 2nd Anniversary Sticker

## **6. Intellectual Property**

Ownership of the pre-existing underlying intellectual property of the entrant remains the property of the entrant subject to Sponsor's rights to reprint, display, reproduce, perform, use, and exhibit the entry for the purpose of administering and promoting the Sweepstakes and for Sponsor's marketing and advertising purposes. By participating in the Sweepstakes, each entrant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license, with the right to sublicense, to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the entry and materials and information submitted on and in connection with the Sweepstakes or use or receipt of the prize for any and all purposes in any medium. If an entrant is selected as a winner, instead of the license granted above, each entrant grants to Sponsor an exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license, with the right to sublicense, to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the entry and materials and information submitted on and in connection with the Sweepstakes or use or receipt of the prize for any and all purposes in any medium. Each participating entrant hereby warrants that any entry and other materials and information provided by entrant are original with entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any applicable laws, rules or regulations. If the entry or information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of the entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the entry, relevant information and materials by Sponsor in the manner set forth in these Official Rules without additional compensation.

Each entrant warrants that the entry and materials and information provided do not contain information considered by entrant, its employees or personnel, or any other third party to be confidential, and that the entry, materials and information provided do not violate any laws or regulations. Entrant agrees that Sponsor has the right to verify the ownership and originality of all entries and that, upon Sponsor's request, entrant must submit a written copy of any release or permission entrant has received from a third-party granting entrant the right to use such property. Entrant understands and acknowledges that in the event a submission is selected as a winning entry, and entrant's ownership, rights and the originality of the entry cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria.

7. Except to the extent prohibited by law, entrants waive the benefit of any “moral rights” or “droit moral” or similar rights in any country to any content that they upload, submit or otherwise provide to Sponsor associated with the Sweepstakes (“**Entrant Content**”). In addition, when an entrant creates, appears in, uploads, or posts Entrant Content, that entrant grants Sponsor a non-exclusive, transferable, worldwide, royalty-free, unrestricted, perpetual, irrevocable, license, with the right to sublicense, to such entrant’s name, likeness, and voice, including in connection with commercial or sponsored content. This means, among other things, that such entrant will not be entitled to any compensation from Sponsor, its affiliates, or its business partners if such entrant’s name, likeness, or voice is conveyed through the game or any related services, or on one of Sponsor’s business partner’s platforms.

## **8. Disputes**

In the event of a dispute as to any participant, the authorized account holder of the email address associated with the entry will be deemed to be the participant. 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. Each potential winner may be required to show proof of being the authorized account holder. ZAM will make final determination of identity of participants and timing of entries in its sole discretion.

## **9. Additional Conditions**

ZAM reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes in whole or in part, if in ZAM’s opinion (a) the Sweepstakes is not capable of running as planned by reason of the occurrence of any event beyond its control including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within ZAM’s control, or (b) any other factors beyond ZAM’s reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, in all instances without liability to the participants. ZAM also reserves the right to disqualify any participant or winner, as determined by ZAM, in its sole discretion.

## **10. List of Winner(s)**

Individuals may request the name of the winners by emailing Sponsor at [entries@zam.com](mailto:entries@zam.com) with the subject line: “**2nd Anniversary x yama Special Collaboration Song Repost Event Sweepstakes Winners List**”, within 90 days from the end of the Sweepstakes.

## **11. Personal Information**

ZAM may collect personal data about participants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules and the Privacy Policy.

## **12. Disclaimers and Limitations on Liability**

ZAM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE SWEEPSTAKES. BY ENTERING THE SWEEPSTAKES OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES, ANY THIRD-PARTY SOCIAL MEDIA CHANNELS UTILIZED FOR THE SWEEPSTAKES, AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/SWEEPSTAKES AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES; (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 ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a choosing from all legitimate, unawarded, eligible prize claims. In the event

Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

### **13. Indemnification**

You agree to release, indemnify, defend and hold ZAM and its parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Sweepstakes, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Sweepstakes or acceptance or use of a prize or parts thereof, including, without limitation, (a) any condition caused by events beyond ZAM's control that may cause the Sweepstakes to be disrupted or corrupted; (b) the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; and (c) any printing or typographical errors in any materials associated with the Sweepstakes.

### **14. Publicity**

Except where prohibited, by participating in the Sweepstakes, you consent to the use of your name, photograph, likeness, voice, opinions, information, biographical information, entry and statements attributed to you (if true), hometown and jurisdiction of residence for advertising, publicity and promotional purposes, including without limitation, inclusion in ZAM's newsletters, social media accounts and affiliated websites and the applicable Sweepstakes webpage, without further compensation.

### **15. Governing Law**

These Official Rules, and any action related thereto, will be governed by the Federal Arbitration Act, federal arbitration law and the laws of the State of California without regard to conflict of laws provisions. Except as otherwise expressly set forth in Section 15 "Dispute Resolution and Arbitration" the exclusive jurisdiction for all Disputes (defined below) that you and ZAM are not required to arbitrate will be the state and federal courts located in Los Angeles County, California and you and ZAM each waive any objection to jurisdiction and venue in such courts.

### **16. Dispute Resolution and Arbitration**

- a. Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Official Rules or the breach, termination, enforcement, interpretation or validity thereof or participation in the Sweepstakes (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and ZAM agree

that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Official Rules, and that you and ZAM are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Official Rules.

b. Exceptions. As limited exceptions to Section 15(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

c. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Official Rules. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

d. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

e. Injunctive and Declaratory Relief. Except as provided in 13(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

f. Class Action Waiver. **YOU AND ZAM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY**

**PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution and Arbitration section shall be null and void.

Severability. With the exception of any of the provisions in Section 15(f) (“**Class Action Waiver**”), if an arbitrator or court of competent jurisdiction decides that any part of these Official Rules is invalid or unenforceable, the other parts of these Official Rules will still apply.

## **17. Languages**

These Official Rules may be made in multiple language versions. In the event of a dispute as to the terms of different language versions, the English version shall prevail.

## **18. Country Specific Notices**

If any provision of these Official Rules is invalid under the law, rules, or regulations of a particular country, it will only apply to the extent permitted.

## **19. No Affiliation with Social Media Channels**

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, any of the social media channels used in connection with this Contest. Entrants understand that entrants are providing information to Sponsor and not to the social media channels. The information provided by entrants will only be used as described in these Official Rules and the Game's Privacy Policy.

For any feedback or questions regarding these Official Rules, the Sweepstakes, winners, or prizes, you can contact Sponsor by sending an email to: [entries@zam.com](mailto:entries@zam.com)