

## STARBREEZE – DESIGN A SUIT COMPETITION

### Competition Terms and Conditions

By submitting an Entry (defined below), you agree to be bound by these terms and conditions so please read them carefully. A copy of these terms and conditions is also available at [paydaythegame.com](http://paydaythegame.com) (the “Website”).

1. **Promoter Name.** New Starbreeze Publishing AB, having its principal place of business at Regeringsgatan 38, 111 56 Stockholm, Sweden (referred to throughout these terms as “Starbreeze”, “we”, “us” and “our”).
2. **Competition Description.** This Design a Suit competition allows users to design a costume for characters in PAYDAY 2 (the “Game”). We will incorporate one design (the “Winning Entry”) into the Game as an in-game skin.
3. **Prize(s).**

Winner:

- 1) **In-Game Skin.** Incorporation of the Winning Entry in the Game as a skin.
- 2) **Social Media Credit.** We will also use reasonable endeavours to provide a reasonable credit on our social media accounts (e.g. the Website, Twitter, Facebook, Instagram, and Twitch) (“Starbreeze Social Media”) to Winner in respect of the Winning Entry.

Runner(s)-up: Social Media Credit as per (2) above.

4. **Competition Duration and Deadline.** From 12:00 AM GMT+2 on 18 October 2021 to 11:59PM GMT+2 on 24 October 2021 (the “Closing Date”) inclusive. All Entries received after the Closing Date are automatically disqualified.
5. **How to Enter.**

Enter the competition by submitting the online entry form using the template provided on the Website by the Closing Date (an “Entry”).

If your Entry has been uploaded to other social media channels (e.g. Twitter, DeviantArt), your Entry should use the same file name as other uploads. You must also let us know how and where we can find other uploads of your Entry. This info is to be provided in the Entry Form.

**YOUR ENTRY MUST INCORPORATE THE FOLLOWING TEXT FOR US TO VERIFY THAT THE IMAGE IS CREATED BY YOU: “10” OR “TEN”**

You do not have to pay to enter the competition, however you are responsible for any phone or internet charges you may incur in entering. If you are unsure about these charges, you should contact your phone or internet operator before entering. Entries will not be acknowledged and we do not accept responsibility for entries that are lost, delayed or which we do not receive.

6. **Eligibility.** You must be aged 18 or over at the time of entry in order to enter this competition. If you are under the age of 18, you must obtain and provide us with written parental or guardian consent in order to enter and claim your prize. We may require you to provide proof that you are eligible to enter the competition, including proof of age. No purchase necessary. One entry per person. You must enter the competition yourself. Entries which are incomplete, removed, corrupt or ineligible will not be accepted. We reserve the right to verify any entries and winners and may refuse to award prizes and/or disqualify you if you make or attempt to make any entry to this competition which is in our reasonable opinion contrary to these terms and conditions or by its nature unfair to other entrants. This might include entries which are made by automated means, fraudulent, made in bulk, made on behalf of another person, or made by hacking, cheating or deception. You must comply with the laws

that apply to you in the location that you access the competition from. If any laws applicable to you restrict or prohibit you from entering the competition, you must comply with those legal restrictions or, if applicable, refrain from entering the competition. This competition is void wherever prohibited by law and is subject to all applicable federal, state and local laws and regulations.

7. **Prize Conditions.** Prizes are subject to availability with no cash alternative. Prizes are not negotiable, exchangeable or transferable. Winner(s) will be announced on Starbreeze Social Media on or around [28 October 2021] ("**Announcement Date**"). To claim your prize you will be contacted [via the email address provided by you when submitting your Entry]. You must claim your prize personally within 14 days of the Closing Date otherwise your claim will become invalid (you are solely responsible for this). The name(s) of the winner(s) will be made available on written request for 1 (one) month after the Closing Date. The decision of the judges is final. We have the right to substitute any prize for an alternative prize of equal or greater value. US entrants may be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.
8. **Excluded Participants and Entries.** Employees of Starbreeze, its holding or subsidiary companies, its agents or suppliers or anyone else professionally connected with the competition, or members of their families or households, are excluded from entering this competition. We will not admit entries which are automatically created by a computer or bot or script or other automated technology, created in bulk, have been altered or forged or tampered with, are illegible or incomplete or which generally in our reasonable opinion are inappropriate to admit.
9. **Competition Judging.** The Entry will be judged by a panel of judges based on the skill and ability each entrant displays using the following judging criteria: [style, cohesiveness, and lore]. The panel will use these criteria to determine which Entry will be the Winning Entry. The decision of the panel (acting reasonably) will be final.
10. **Ownership of Competition Entries and Intellectual Property Rights.**

You promise to Starbreeze on an ongoing basis that:

- a) your Entry is and will be free from any unauthorised third party interest, right or ownership;
- b) your Entry and our exploitation of it will not infringe the rights of any third party; and
- c) your Entry is and will be your original work and no part of it will be copied wholly or substantially from any other source.

**All Entries.** Starbreeze does not claim any rights of ownership in your Entry unless you are a Winner (more on this below). By submitting an entry though you grant to Starbreeze a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry and any accompanying materials for the sole purpose of marketing and promoting this competition.

**Winning Entry.** If your Entry is chosen to be a Winning Entry, you hereby agree to automatically assign (including by way of future assignment where necessary) with full title guarantee all intellectual property rights in the Winning Entry and any accompanying material to Starbreeze. You also waive all moral rights in and to your Winning Entry, any accompanying material and otherwise arising in connection with your Entry to which you may now or at any time in the future be entitled. In return you will receive the Prize(s) detailed above and we will be allowed to use your Winning Entry as we see fit without obligation (financial or otherwise) or liability to you.

11. **Data Protection and Publicity.** If you are a winner of the competition, you agree that we may use your name, image and place of residence and/or other provided personal

information to announce the winner of this competition and for any other reasonable and related promotional purposes without any payment to you. You further agree to participate in any reasonable publicity required by us. You promise that all of the information which you provide to us in connection with this competition shall be and shall remain complete and accurate. You promise that your Entry will not contain anything: (a) that is or could reasonably be viewed as harmful, harassing, defamatory, libellous, obscene or invasive of another's privacy; or (b) which you do not have a right to make available lawfully (including any material which infringes the rights of any other). By entering this competition, you agree that any personal information provided by you with the Entry may be held and used by Starbreeze, its affiliates, its agents and suppliers to administer the competition **OR** as detailed in our privacy policy at <https://www.starbreeze.com/payday2/privacy-policy/>.

12. **Limitation of Liability.** Insofar as is permitted by law, Starbreeze and its affiliates will not in any circumstances be responsible or liable to compensate the winner(s) or runner(s)-up or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused by the negligence of Starbreeze. Your statutory rights are not affected. Starbreeze does NOT accept responsibility for any Entry that is lost, mislaid, damaged or delayed in transit for any reason or in any way.
13. **Social Media.** You acknowledge that the competition is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Twitch or YouTube. You agree to release Facebook, Twitter, Instagram, Twitch and YouTube from any responsibility to you in relation to the competition.
14. **Winner Confirmation Request.** For a written confirmation of the winner (available after October 27th, 2021), please send a stamped, self-addressed envelope (no later than December 1st, 2021), to: Starbreeze Studios, Regeringsgatan 38, 111 53 Stockholm. We may make winners' surnames and country of residence available to the public or those who request it in order to indicate a valid award took place.]
15. **General.** (a) As a condition of being awarded a prize, winners may be required to enter into additional agreements (e.g. an assignment of intellectual property rights) with Starbreeze regarding the implementation of the Winning Entry in the Game; (b) If there is any reason to believe that there has been a breach of these terms and conditions, we reserve the right at our sole discretion to exclude you from participating in the competition; (c) We reserve the right to hold void, suspend, cancel, or amend the competition where it becomes necessary to do so; and (d) These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England regarding any dispute or claim in connection with this competition.
16. **Got Questions?** Please contact [competitions@starbreeze.com](mailto:competitions@starbreeze.com).