

## Official Rules

### "DragonVale 5th Anniversary Sweepstakes"

SPONSORED BY Backflip Studios, LLC.

**1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**2. Entry Period:** The "DragonVale 5th Anniversary Sweepstakes" ("Sweepstakes") commences at 12:01am ET Thursday, September 8, 2016 and ends at 11:59pm ET Thursday, September 22, 2016 ("Sweepstakes Period"). All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes – including the timing of any entries - are final. Backflip Studios LLC's ("Sponsor") clock is the official clock for the Sweepstakes.

**3. Eligibility:** The Sweepstakes is open to legal residents of the 50 United States, the District of Columbia and Canada (excluding Quebec). Entrants must be at least 13 years of age at time of entry. Sponsor, Singley Content Studios, LLC ("Administrator"), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of Sweepstakes, and their respective agents, employees, officers, directors, successors and assigns, together with the Sponsor and Administrator are herein referred to as ("Sweepstakes Entities"). Officers, directors, and employees of Sweepstakes Entities, members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes.

**4. To Enter: NO PURCHASE IS REQUIRED.** There are two (2) methods of entry.

(a) Enter Online: Enter by completing the sweepstakes entry form on <http://dragonvalesweepstakes.com> during the Sweepstakes Period. To be eligible for a Prize (as defined in Section 5), an entry must be submitted during the Sweepstakes Period. All eligible entries will be eligible for the final random drawings of the Prizes for the Sweepstakes Period. Only one entry per person per day is allowed. More than one entry per day or use of automated methods of entry (e.g. bots or scripts) is not allowed and will void all entries by that person or entity. No purchase is necessary.

(b) To Enter via U.S. Postal Mail: Enter by sending a letter containing your full name, address, city, state, zip code and phone number to:

DragonVale 5th Anniversary Sweepstakes  
c/o Singley Content Studios  
9716B Rea Rd #115  
Charlotte, NC 28277

Each entry must be mailed separately. Only one entry per person per day is allowed. Sponsor is not responsible for lost, late, damaged, misdirected or postage due mail entries. All eligible entries will be eligible for the final random drawings of the Prizes for the Sweepstakes Period. Mail entries must be received by Thursday, September 22, 2016.

(c) Maximum Entries per Day: An entrant may submit one valid entry through each of the two (2) methods of entry described above per day, not to exceed two (2) total entries per day. However, a Prize Winner may only win one (1) Prize during the Sweepstakes Period.

(d) Use of Entries. All information submitted by entrants is subject to and will be treated in a manner consistent with Sponsor's Terms of Use accessible at <http://www.backflipstudios.com/help/terms-of-service/> and Privacy Policy accessible at <http://www.backflipstudios.com/help/privacy-policy-3/>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy. All entries submitted

in compliance with these Official Rules and not disqualified are considered "Eligible Entries". All entries become the sole and exclusive property of Sponsor. Entries will not be returned and receipt of entries will not be acknowledged. Proof of entry submission will not be deemed to be proof of receipt of entry by Sponsor.

(e) Disputed Entries. In the event of a dispute over who submitted a winning online entry, the "authorized account subscriber" of the e-mail account used to participate in Sweepstakes at the actual time of entry, will be deemed to be the entrant. The "authorized account subscriber" for online entries is defined as the natural person who is assigned an e-mail address or other relevant online identifier by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address and/or the identities for other online identifiers. Proof to Sponsor's satisfaction of being the authorized account subscriber may be requested by Sponsor.

(f) Odds of Winning. The odds of becoming a winner of a particular Prize depend on the number of Eligible Entries for the applicable Drawing received during the Sweepstakes Period.

5. **Prizes:** Sponsor will award the prizes listed below (each, a "Prize"):

**Prizes:**

**1 (one)- Grand Prize – Custom Made Dragon Hoodie (ARV \$300)**

**10 (ten)- 1<sup>st</sup> Place Prizes - Exclusive 5th Anniversary swag package including a pint glass, coaster, trucker hat, stickers and sunglasses (ARV \$50 each Total ARV \$500)**

**20 (twenty)- 2<sup>nd</sup> Place Prizes – Baby Fire Dragon Plushie (ARV \$25 each Total ARV \$500)**

**(TOTAL ARV \$1,300)**

All Prize details are determined in Sponsor's sole discretion, including sizes, styles and colors. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Limit one prize per household. The total approximate retail value of all of the Prizes is \$1,300.

6. **Winner Selection and Notification:**

The Administrator will select 31 of the winners at random from all Eligible Entries received during the Sweepstakes period (each, a "Potential Winner"). Administrator will attempt to contact each Potential Winner via the email address(es) or telephone number provided on his or her entry form within 72 hours of the drawing. If a Potential Winner cannot be reached directly and/or does not meet the eligibility requirements, the Potential Winner will be disqualified and an alternate Potential Winner will be selected in a random drawing from among all of the remaining applicable Eligible Entries. Entrants are responsible for ensuring their spam filter does not screen out notifying emails. No messages will be left on answering machines or voicemail systems.

7. **Winner Verification:**

**Basic Verification:** Any Potential Winner may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within two (2) days of being notified as a Potential Winner.

**Affidavit of Eligibility and Releases:** In addition to the Basic Verification requirements, Administrator, in its sole and absolute discretion, may require that, in order to be eligible to be declared a winner of a particular Prize and to receive the applicable Prizes, the Potential Winner must sign (and his or her parent/legal guardian must sign if Potential Winner is a Minor), within five (5) days of receipt of such documents from Administrator or Sponsor: (a) an Affidavit of Eligibility and Release releasing Sweepstakes Entities from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Winner's participation in Sweepstakes, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize, to be eligible for the Prizes; and (b) except where prohibited by law, a publicity release granting Sweepstakes Entities the right to use potential Winner's name, picture and/or likeness, image or biographical information or voice for trade, advertising and publicity purposes, in any media now known or

hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. Entry into Sweepstakes constitutes agreement to sign such a release. If a Potential Winner does not sign and deliver this release to Sponsor within the time frame specified, the Potential Winner may be disqualified and the Prize forfeited and an alternate applicable Winner may, in Sponsor's sole discretion, be chosen from among all of the remaining applicable Eligible Entries.

**Determination of Winners.** Provided a Potential Winner is in compliance with the Official Rules, and when required has successfully proven eligibility and, if applicable, have signed and delivered the applicable documentation, releases, etc., such Potential Winner will then be determined to be the winner of the applicable Prize (a "Winner"). Potential Winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Sponsor expressly reserves the right to delay the announcement of any or all Winners for any reason Sponsor deems necessary. Except where prohibited, participation in the Sweepstakes constitutes Winner's consent to Sponsor's and its agents' use of Winner's name, likeness, Prize, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**8. Prize Terms:** Prizes will be fulfilled within approximately 8 weeks after the prize drawing described in Section 6, once Winners are confirmed, but subject to change due to delayed availability or at Sponsor's sole discretion. All Prize details are determined in Sponsor's sole discretion, including sizes, styles and colors. If for any reason any Prize is unavailable or any Prize related event is delayed, cancelled or postponed, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. Prize or Prize documents returned as undeliverable will result in forfeiture of Prize. The Sweepstakes Entities shall have no responsibility or obligation to a Winner or Potential Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prizes, including any equipment to be used in connection the Prizes, are solely Winner's responsibility. Prizes are provided "as is" and "with all faults". Entrants acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, including any express warranties provided by a Prize supplier that are sent along with the Prizes. Arrangements for the fulfillment of the Prizes will be made by Administrator.

By participating in the Sweepstakes, each Winner also acknowledges that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that Winner (his or her parent/legal guardian if Winner is a Minor) will be responsible for obtaining and paying for any property or other form of insurance relating to the Prizes.

**9. General Terms:** By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to release and hold harmless Sweepstakes Entities from and against any and all claims, injury or damages arising out of or relating to participation in the Sweepstakes and/or the use, misuse or redemption of the Prizes (hereinafter defined), and for any claim, including claims based on defamation, publicity rights and invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action. Sweepstakes Entities are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sweepstakes Entities. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. If Sweepstakes is terminated prior to the expiration date stated herein, notice will be posted on Backflip Studios' Facebook Page and Sweepstakes microsite and the Prizes will be awarded to potential winners to be selected from among all Eligible Entries received up until and/or after, if applicable, the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. Sponsor reserves the right to modify and amend these Official Rules from time to time during Sweepstakes for clarification purposes without materially affecting the terms and conditions of Sweepstakes.

Entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and use of any Prize, and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error which may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. If due to a printing, production or other error, more Prizes are claimed than are intended to be awarded for any Prize level, the intended Prizes will be awarded in a random drawing from among all verified and validated Prize claims received for that Prize level. In no event will more than the stated number of Prizes be awarded. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated online entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated online entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE, CHEAT OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES (INCLUDING BUT NOT LIMITED TO THE USE OF AUTOMATED SCRIPTS) MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE FLORIDA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

**10. Likeness.** Each entrant grants the right to Sponsor to use, edit, adapt, post, stream, copy and exploit such entries, and all elements embodied therein, including any names, likenesses, voice, conversation and any other attributes of the entrants personality and appearance, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law. Further, the Winner grants the right to the Sponsor to collect from the Winner via email a photograph(s) of the Winner ("**Image(s)**"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, voice, conversation and any other attributes of Winner's personality and appearance, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

**11. Request for Names of Winners and Official Rules:** Complete sweepstakes rules can be obtained by sending a self-addressed stamped envelope to: "DragonVale 5th Anniversary Sweepstakes" Rules, c/o Singley Content Studios, 9716B Rea Rd #115, Charlotte, CA 28277. To receive a Winners list (available after Thursday, September 22, 2016) send a self-addressed stamped envelope to: "DragonVale 5th Anniversary Sweepstakes" Winners List, c/o Singley Content Studios, 9716B Rea Rd #115, Charlotte, CA 28277

**12. Sponsored by:** This Sweepstakes is sponsored by Backflip Studios, LLC, PO Box 7420, Boulder, CO 80306

**13. Administered by:** The administrator of this promotion is Singley Content Studios, 9716B Rea Rd #115, Charlotte, CA 28277  
©2016 Backflip Studios, LLC. All rights reserved.