

## **COSPLAY AUTHORITY GLOBAL CHALLENGE (THE CAGE)**

### **INDEMNITY AND RELEASE OF CLAIMS ("Release")**

The undersigned understands and acknowledges that Universal Events & Entertainment (*the Organizer*) has conducted the Cosplay Authority Global Challenge (The CAGE) (*the Competition*) in connection with the PopCon event and that the undersigned, who is the entrant of the Competition (the Contestant), agrees to participate in the Competition, follow the Official Rules (*the Competition Rules*) and to be bound by any decisions made by the Organizer, including any interpretations of the Competition Rules. The undersigned acknowledges receiving and reading the Competition Rules, a copy of which referred as Annex A, and warrants and represents that the undersigned is and will be in compliance with the Competition Rules and the undersigned has perpetuated no fraud or deception in entering the Competition or in claiming any prize that may be awarded to the undersigned. The undersigned understands that he/she will be disqualified from receiving any prize which may be awarded to him/her, and will return immediately upon demand by the Organizer any prize or the value of said prize which has been awarded to him/her, if any.

The undersigned hereby authorizes and grants the Organizer and its affiliates, successors, licensees, assignees and the Organizer's authorized designees (collectively known as "*Licensed Parties*"), a perpetual, fully-paid, royalty-free, transferable, fully sublicenseable, worldwide, irrevocable, non-exclusive right and license to use, adapt, translate, reproduce, edit, modify, create derivative works from, combine with other works, post, transmit, perform, display, publish, communicate, communicate to the public, broadcast, reformat, make available, disseminate, distribute, and/or otherwise aurally and/or visually exploit (any one or more of the foregoing referred to as "*Use*") the submission (if applicable), and the undersigned's name, likeness, image, photograph, voice, performance, rendering, signature, silhouette, sounds and/or biographical data contained therein and/or in the registration information accompanying the undersigned's Competition entry, in any media, manner, technology or content delivery mechanism now known or hereinafter devised, for any purpose, including, without limitation, in connection with the Competition, its administration, judging, advertising and/or publicity, and in connection with the promotion, advertising, publicity and/or other exploitation of the Licensed Parties, without the necessity of further consent or additional consideration.

The undersigned certifies that he/she is not now and was not at the time of entering the Competition, an employee, agent, branch or promoter, or an immediate family member of any employee, agent, branch or promoter, of the Organizer or each of their divisions, affiliates or subsidiaries, or otherwise associated with the Competition.

The undersigned consents and agrees that he/she may receive and/or participate in all aspects of the prize.

The undersigned acknowledges and understands that none of the Licensed Parties have arranged for or carry any insurance of any kind for the undersigned's benefit or that of the undersigned's heirs, executors or administrators relative to the undersigned's participation in the Competition; and that the undersigned is solely responsible for

obtaining and paying for any life, travel, accident, property or other insurance relative to the undersigned's participation in the Competition.

The undersigned acknowledges and understands that the Indemnified Parties (as defined below) shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the Organizer, the production company or other companies or any other persons providing any of these services relating to or in connection with the Competition including any results thereof such as changes in services necessitated by same. The undersigned further acknowledges and affirms that none of the foregoing parties shall be liable for any loss or damage to the undersigned's property.

The undersigned acknowledges and agrees that all expenses relating to the participation of the Competition, including but not limited to insurance, travel expenses, accommodation, taxes, meals, beverages, alcoholic beverages and gratuities are responsibility of the undersigned unless otherwise stated.

The undersigned acknowledges and agrees that any prize that may be awarded to the undersigned is non-transferable and non-redeemable for cash, and that no substitutions are available. The undersigned further acknowledges and agrees that the Licensed Parties will not replace any lost or stolen prize items once in the undersigned's possession. Except as may be set forth in the Competition Rules, the Licensed Parties may at their sole and absolute discretion provide a different prize of equal or greater value. The undersigned acknowledges and agrees that this offer is void where prohibited by law and subject to all federal, state and local regulations.

The Indemnified Parties make no representation, warranty or guarantee, expressed or implied, in fact or law, relative to any prize, including but not limited to its quality, mechanical condition, fitness for any purpose or non-infringement.

The undersigned acknowledges and agrees that the Indemnified Parties shall not be liable to the undersigned or any person claiming through the undersigned for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, failure of third parties to fulfill obligations to the Indemnified Parties or any other cause beyond the Indemnified Parties' sole control.

The undersigned agrees to promptly execute such other and further documents as the Licensed Parties may require in connection with the prize. The undersigned further agrees that the award of the prize shall be conditioned upon the undersigned's execution of this Release, and the award of any cash prizes will be presented to the respective winning individuals in USD. The Organizer shall not be liable or responsible for any loss or damage suffered or incurred by the undersigned as a result of non-receipt of prize due to the failure of non-distribution to the undersigned by the undersigned's guardians or appointed individuals.

The undersigned shall fully indemnify and hold harmless the Organizer, and their respective divisions, affiliates, subsidiaries, directors, officers, employees and agents, including without limitation their respective subsidiaries, affiliates, employees, agencies and branches, as well as all Competition sponsors, if any, and all others associated with the development and execution of this Competition from any and all claims, damages, losses, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or connected with, or claimed to have arisen, resulted from or be connected with: (i) the undersigned's submission, participation, attempt to participate, or inability to participate, in the Contest; (ii) submission and/or Use by the Indemnified Parties of any submission (and/or any parts thereof); (iii) the undersigned's failure to comply with any one or more of the Competition Rules or any applicable laws, rules or regulations; (iv) the unauthorized use by the undersigned of, as applicable, the name, likeness, voice, work product, brand, trademark, logo of any person or entity; (v) the breach or alleged breach of any warranty, representation (including, without limitation, any eligibility-related representation) or covenant made by the undersigned in connection with the Competition; (vi) acceptance and/or use of any prize; (vii) any right or benefit granted by the undersigned to the Organizer in connection with the Competition; and/or (viii) the undersigned's negligence, wilful misconduct, violation of any applicable laws, rules or regulations, Competition Rules or this Release, or his or her violation of any third party's intellectual property, privacy, publicity or other right.

The undersigned hereby releases the Indemnified Parties from and against any and all liability with respect to or in any way arising from the Competition and the awarding and use, misuse or possession of any prizes, including liability for personal injury, except where prohibited or limited by law. In no event may the undersigned seek or obtain injunctive or other equitable relief with respect to any actions or omissions of any of the Indemnified Parties or any breach of the Indemnified Parties' obligations, representations or warranties hereunder, under the Competition Rules or for any other purpose; and the undersigned expressly agrees that his/her sole remedy for any of the foregoing claims shall be arbitration pursuant to this Release.

The undersigned acknowledges that this Release, together with the Competition Rules, constitutes the entire agreement between the parties with respect to the subject matter covered herein and supersedes all past courses of dealing or industry custom and any prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the parties.

It is understood and agreed that the invalidity under applicable law of any provision of this Release shall not affect the validity of any other provision of this Release, and in the event that any provision hereof is deemed to be invalid or otherwise illegal or unenforceable, this Release shall remain effective and shall be construed in accordance with its terms as if the invalid, illegal or unenforceable provision were not contained herein.

This Release shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to choice of law principles. In the event of any dispute(s), the arbitration shall be a confidential proceeding, closed to the general public. Prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of the arbitrator, the Organizer may seek equitable relief in any court that may have jurisdiction

over the undersigned, without thereby waiving its/their right to arbitration of the dispute or controversy under this paragraph.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Indemnified Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such rights.

The terms of the Competition Rules and the provisions of this Release shall be binding upon the undersigned and the undersigned's heirs, executors, administrators, legal personal representatives, successors and assigns and shall ensure to the benefit of the respective heirs, executors, administrators, legal personal representatives, successors and assigns of the Organizer and the Indemnified Parties.

This Release is a true and correct statement of the facts contained herein. The undersigned confirms that he/she has the legal authority to give and sign this Release.

The undersigned certifies that he/she has read the foregoing prior to signing and that he/she understands its contents.

**ENTRANT**

.....  
(Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Nationality: \_\_\_\_\_

AND (if the Entrant is under 18 years old)

.....  
(Signature)

Name of Guardian: \_\_\_\_\_ (in his/her own personal capacity and as parent/legal guardian **[circle one]** of the Participant) (The proof of relationship is required to be submitted at the time of submission)

Date: \_\_\_\_\_

Nationality: \_\_\_\_\_

Contact: \_\_\_\_\_