

# THE BANNER SAGA TRAILER CONTEST

Official Rules

**VOID WHERE PROHIBITED.  
NO PURCHASE NECESSARY.**

**NO PURCHASE OR PAYMENT OF ANY KIND WILL INCREASE YOUR CHANCES OF WINNING.**

**1. OFFICIAL RULES.** Please read these official contest rules ("Official Rules") before entering the BANNER SAGA TRAILER CONTEST (the "Contest"). By submitting an entry, entrants (hereafter referred to as "Contestant" or "you" or "your") acknowledge that you (a) are eligible to enter the Contest, (b) have read and agree to be bound by these Official Rules, and (c) agree to our judges' decisions set forth below.

**2. ELIGIBILITY:** This Contest is only open to legal residents of the United States and Canada (*excluding Quebec*) who are at least as old as the minimum age of majority in the jurisdiction from which they enter the Contest, and only to those who have Internet access prior to the Contest start date.

This Contest is sponsored by Versus Evil LLC, P.O. Box 482 Phoenix, MD 21131 ("Versus Evil" or "us" or "we" or "our"). Employees, officers, directors, agents, and representatives of the Versus Evil LL, Stoic LLC, or the legal, promotion, and/or advertising agencies of these entities, including Judges (hereafter "Contest Entities"), including their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible. This Contest is subject to all applicable federal, state, and local laws and is void where prohibited.

**3. TIMING:** ALL ENTRIES MUST BE SUBMITTED DURING THE CONTEST SUBMISSION PERIOD. YOU ARE RESPONSIBLE FOR DETERMINING THE APPLICABLE CONTEST ENTRY TIMES IN YOUR RESPECTIVE TIME ZONE.

The Contest begins on **June 28, 2018, at 12:01 a.m. Pacific Time ("PT")** and ends on **July 26, 2018 at 11:59 p.m. PT** (the "Contest Period"), and consists of the following two phases:

|                          | Begin                       | End                          |
|--------------------------|-----------------------------|------------------------------|
| <b>Submission Period</b> | June 28, 2018, 12:01 a.m.PT | July 20, 2018 11: 59 p.m. PT |
| <b>Judging Period</b>    | July 21, 2018 12:01 a.m.PT  | July 24, 2018, 11: 59 PM PT  |
| <b>Winners Announced</b> | July 25, 2018               |                              |

**4. HOW TO ENTER:** Limit one (1) submission per natural person per email address. Only online submissions are accepted. You must upload your finished video trailer ("Trailer") to YouTube, Vimeo, or any popular video sharing site of your choice commercially available in the United States, provided you comply with each such service's terms of service and privacy requirements, and the terms of this Contest. You are responsible for setting up your own user account on the video sharing site of your choice. Once you have set up your video account and uploaded your Trailer, send your YouTube, Vimeo, or other commercially available video link to [contest@bannersaga.com](mailto:contest@bannersaga.com) to officially submit your Trailer for judging consideration.

**5. OVERVIEW OF THE CONTEST RULES:** We would like to invite you to create your own Trailer for the Banner Saga story using the videos and images [provided here](#) (the "Banner Materials"), footage from a commercially released Banner Saga game that you've captured yourself, or your own artwork. The following criteria will help guide you on what we are looking for:

- (a) Create your Trailer for someone who has never played a Banner Saga game but who might be interested in finding out what it's all about.
- (b) Use your Trailer as a chance to tell *your* story in your own unique way. Be creative, informative, and emotional as you see fit to, keeping in mind that the Banner Saga franchise is a mature story-driven theme.
- (c) Keep your Trailer under five (5) minutes in length.

- (d) Your Trailer can use Banner Saga Materials artwork and materials that we've made available to you at [here](#). Use these materials at your discretion. In addition to our Banner Saga artwork, you can use your own content, for example, gameplay from a commercially released version of Banner Saga, live action, animation, real life video footage, your own artwork, or any other way you can think of to accurately tell the story in video form.
- (e) If you complete this task and submit your Trailer to us, as detailed in these Official Rules, you could be rewarded. The best submissions will be selected by our panel of judges and one (1) entrant will receive a Grand Prize of \$4,500. One (1) Runner-up will receive a digital copy of the complete Banner Saga Trilogy, Deluxe Edition on PC. Three (3) third place winners will receive a digital copy of Banner Saga 3 on the game platform of their choice (depending on commercial availability).
- (f) If you have questions, please send us a message on <https://www.facebook.com/BannerSaga/> or send a direct message to [@bannersaga](#).
- (g) You must be 18 or older and a resident of the United States or Canada to participate.

Best of luck and may your Banner Saga Trailer be epic!

## 6. SUBMISSION REQUIREMENTS:

- (a) Content Requirements:
  - (i) Your Trailer must include the title, "My Banner Saga – Recap".
  - (ii) Your Trailer must include a text description in the description on the website you choose to upload it to (e.g. YouTube). We recommend that your description include, in your own words, an explanation of your Trailer's direction using 2-3 text sentences.
  - (iii) Your Trailer must include at least (1) one Internet hyperlink to [www.bannersaga.com](http://www.bannersaga.com) with the description "*Embark on your own journey in the Banner Saga*" included with it.
  - (iv) Your Trailer must be contextually consistent and logically follow *The Banner Saga* story and its fictitious universe as described in *The Banner Saga I* and *The Banner Saga II*.
  - (v) Your Trailer should not be longer than five (5) minutes in length.
  - (vi) Your Trailer should use the Banner Saga Materials that we have included [here](#). Use this Banner Saga Art as you deem appropriate. Your Trailer may also include footage from the Banner Saga game that you've captured yourself, or your own artwork, materials, or video, keeping in mind the following:
    1. *Even you may use assets and content contained in the Banner Materials and included in *The Banner Saga I* and *Banner Saga II*, all such content, and intellectual property rights therein are owned by Stoic LLC or its licensors and expressly reserved by Stoic LLC.*
    2. *Your Trailer cannot include any video, art, sounds, music, animation, or other creative assets obtained from a third-party or created by you with another individual, even if you license or purchase such content. All components of your Trailer must be your original artwork or obtained from our Banner Materials library. If, in our sole discretion, have a good faith belief that your Trailer constitutes copyright infringement, you will be disqualified.*
  - (vii) Your Trailer and all submission materials must be in **English**, including any audio that you create, and all contact information must be current, truthful, and valid.
  - (viii) Your Trailer should be creative and unique, but it must be in line with the mature story theme of the Banner Saga series and should not portray the Banner Saga universe or any Banner Saga character, theme, or setting in a silly or amusing way.

- (ix) Your Trailer may not refer to or rely on any trademark, logo, or trade name of any third-party other than Versus Evil LLC, The Banner Saga, and Stoic LLC.
  - (x) Your Trailer may not feature any third-party toy, action figure, character, actor, celebrity, video game, video game content, or public figure.
  - (xi) Your Trailer must not contain material that is unlawful or in violation of or contrary to the laws or regulations in any jurisdiction where it is created.
  - (xii) Your Trailer may not depict or describe any nudity, animal cruelty, harmful or illegal activity or substances, or offensive, racist, obscene subject matter as determined in our sole discretion. No Trailer shall portray Contest Entities or The Banner Saga in a negative light. Please, no personal attacks on anyone.
- (b) Uploading Requirements:
- (i) Upload your finished Trailer to YouTube, Vimeo, or any popular, commercially available (in the United States) video sharing site of your choice (your "Link") in accordance with the terms of service and privacy rules of that site our Official Rules. You are responsible for setting up your own user account on the video sharing site of your choice.
  - (ii) Once your Trailer is completed to your satisfaction, send your Link by email to [contest@bannersaga.com](mailto:contest@bannersaga.com) to officially submit your Trailer for judging consideration.
- (c) Deadline:
- (i) We must have received your Trailer and all submission information no later than **July 20, 2018 11: 59 p.m. PT** according our internal server time. No other methods of entry will be accepted, including submission by email. All Trailers received by the end of the Submission Period that are complete and otherwise qualified will be eligible to win.

## 7. OTHER RULES:

- (a) We are not responsible for incomplete, late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, or unintelligible Trailers, and those Trailers are void and will not be accepted; nor are we responsible for any problems, bugs or malfunctions you may encounter when entering your Trailer.
- (b) Your Trailer must be an original work of authorship, created solely by you. So, while we want you to be creative, you need to be careful. **You may not copy or otherwise plagiarize any source, nor may your Trailer include third-party copyrighted material, such as artwork, photographs, movie or TV screenshots, other videos, or even tattoo designs**, even if you obtain the copyright holder's permission. *You further agree to indemnify the Contest Entities against any and all claims of infringement from any third-party for any use by the us or any Contest Entity of your Trailer.*
- (c) By entering this Contest, you warrant that your Trailer does not infringe any third-party's rights, and that you have obtained all necessary permissions from all relevant third-parties to submit the Trailer. Similarly, you must secure - and each Selected Contestant will be required to submit - a written release, **declaration of eligibility, and consent to publicity** (a "Contest Release") which grants us rights to your Trailer and to use your image and personal information in promoting The Banner Saga, Versus Evil LLC, Stoic LLC, and any our games or products.
- (d) By uploading your Trailer, you agree that your Trailer and all submission materials conform to our Submission Requirements as stated in these Official Rules, and our Privacy Policy. The Contest Entities, in their sole discretion, may remove your Trailer and disqualify you from the Contest if they reasonably believe your Trailer fails to conform to these Official Rules.
- (e) We reserve the right to disqualify any Contestant we find or reasonably suspect is tampering with the entry process or the operation of the Contest or violating these Official Rules. Persons discovered entering under several names will be disqualified.

- (f) Any submission of robotic, automatic, or programmed entries, or any entries submitted through other unapproved methods are void. Contest Entities reserve the right to disqualify false entries or entries suspected of being false or fraudulent.
- (g) All Trailers become our sole property and will not be acknowledged or returned.
- (h) You may not be represented under any contract that would limit or impair our ability to use your Trailer in any media form; nor can you be subjected to or under any merchandising agreement or under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this Contest, or from allowing the Contest Entities to use royalty-free, your Trailer worldwide in all media in perpetuity.
- (i) We reserve the right to exclude any Trailer that we reasonably believe doesn't meet the above criteria, at our sole discretion.

#### **8. WINNER SELECTION AND NOTIFICATION:**

- (a) Judging will be completed in one (1) round during the Judging Period. All entries will be prescreened to insure the entries have correctly met the Trailer Requirements and meet our general standards and practices prior to any judging ("Qualified Trailers"). During the Judging Period, a panel of at least three (3) qualified judges will conduct judging of all Qualified Trailers received during the Contest Period. Each Qualified Trailer will be judged on the following criteria, on a 100-point scale:
  - Creativity and Originality (35 points)
  - Relevance to Theme (35 points)
  - Quality (20 points)
  - Technical Merit (10 points)
- (b) The five (5) Trailers with the highest score, as determined by the Judges, will be selected as Selected Contestants ("Selected Contestants"). In the event of a tie, the tying submissions will be rescored in order to determine a Selected Contestant.
- (c) Any communication or information transmitted to us or to our website, Facebook page, or by text, electronic mail, or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submitting any Trailer is not considered proof of delivery to or receipt of such Trailer. Furthermore, are not liable for any Trailer that is lost, intercepted or not received by us directly. We are not responsible for delays in finalizing winners.
- (d) All Contest Entities reserve the right to distribute or display your Trailer in any media and on any website, including on its and affiliated websites, Facebook, Twitter, Instagram, Pinterest, and YouTube pages. You understand that users of these social media sites may share, embed, comment on (including negatively) and re-post your Trailer during and after the Contest Period. Contest Entities are not responsible for such third-party activities.
- (e) Your name, profile, and Trailer may be announced and posted on our and other Contest Entities' website(s) and social media pages, including Facebook, Twitter and YouTube, and in all other media and media forms to be determined solely at our discretion.
- (f) The Selected Contestants will be notified by email ("Notification"). The Selected Contestants will be required to respond to the Notification by email or phone (as directed) within forty eight (48) hours of attempted Notification. The failure to respond timely to the Notification may result in forfeiture of the prize (as later described herein); and, in such case, we may choose the next highest scoring Trailer from among the remaining eligible submissions (up to three times). The Selected Contestants will be required to sign and return our Contest Release and any other documents the we may require within 72 hours of receipt of the Release. Failure to timely return a signed Contest Release or other required documents or the return of any prize notification as undeliverable will result in prize forfeiture. If a Selected Contestant cannot be reached, is unable or unwilling to accept the prize (or any portion of the prize) or is disqualified for any reason, the prize may be awarded to a runner-up, if any, in our sole discretion. Only three (3) alternate Selected Contestants

may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each Selected Contestant's agreement and consent that we and all other Contest Entities, including each such party's designees, may use the Selected Contestant's name, city, state, likeness, Trailer, and/or prize information in connection with the Contest and our promotions, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, and without further payment, notification, permission or other consideration, except where prohibited by law. We will not make multiple attempts to contact Selected Contestants. Assumed notification by caller ID and any subsequent returned calls do not constitute a winner. Winner selection is subject to verification, including verification of the Selected Contestant's eligibility.

**9. PRIZES.**

(a) Up to three (5) prizes will be awarded, one to each of the Selected Contestants. The First Place Selected Contestant will receive \$4,500. The Second Place Selected Contestant will receive a copy of the Banner Saga Trilogy Deluxe Edition for PC. Three Third Place Selected Contestants will each receive a digital download copy of Banner Saga 3 on the platform of their choice.

(b) For all prizes, all federal, state and local taxes and other expenses in connection with the prize are the sole responsibility of the Selected Contestant. Selected Contestants are solely responsible for any other unspecified expenses related to prize. All activities related to a prize, are at the Selected Contestants' own risk and subject to whatever restrictions are imposed by the entities that govern activities. Selected Contestants are not entitled to any surplus between the actual retail value ("ARV") of a prize and stated ARV, and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize is allowed, provided however that we reserve the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If a prize is awarded but goes unclaimed or is forfeited by recipient, the prize will be forfeited, and, at our discretion, an alternate Selected Contestant will be selected.

(c) **THE ODDS OF WINNING A PRIZE ARE SUBJECT TO THE TOTAL NUMBER OF ELIGIBLE CONTESTANTS.**

(d) **THE TOTAL VALUE FOR ALL THREE PRIZES IS \$4,664.**

(e) **LIMIT: ONE (1) PRIZE PER PERSON PER HOUSEHOLD.**

**10. LICENSE:**

(a) As a condition of receiving any prize, and unless prohibited by applicable law, you hereby grant us and each Contest Entity an irrevocable worldwide license to use, distribute, copy, create derivative works from, and publicly display your Trailer in any and all media throughout the world, in perpetuity, for any purpose whatsoever (including without limitation in a screensaver, in a book and at trade shows), without any additional compensation, the term of which shall be the entire life of the copyright. Should you be unwilling or otherwise unable to enter into this license or provide permissions and sign our Contest Release or otherwise cannot accept or receive the prize for any reason, the next highest score will be chosen from the remaining entries until one who is able to meet all requirements can be selected. You may not sell, assign or transfer any of your rights in your Trailers under these Official Rules. You will not be paid for your Trailer, for using your likeness or other right of publicity rights, or for granting us or any other Contest Entity any of these rights.

(b) At any time before or after the Contest Period, we and each Contest Entities may post, share or print all entered Trailers in our sole discretion. While we and each Contest entity will seek to post Trailers in the form provided at the time of entry, you agree that due to technical or other limitations and otherwise at our discretion, your Trailer may be altered from its original form and we reserve the right to edit or modify your Trailer, including adding logos or other trademarks. You further understand and agree that your Trailer, including any portion thereof, may be used, edited, and/or modified by us or other Contest Entities at any time before or after the end of the Contest Period for any reason, including without limitation, other promotions and marketing.

**11. RELEASE FROM LIABILITY.**

- (a) This Contest is subject to these Official Rules. By participating, you agree (a) to be bound by these complete Official Rules and the decisions of our Judges, which shall be final and binding; and (b) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By entering this Contest, you agree to release us, each Contest Entity, and each social media site you use to upload your Trailer (including each entity's parent, subsidiary and affiliated entities together with their respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities, and any person or entity associated with the production, judging, or administration of the Contest) (collectively, the "Releasees") from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of prize or participation in any prize-related activities.
- (b) Releasees shall not be liable for (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Contest. We disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Contest. We reserve the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than thirty (30) entries, or receive no entries that have a judged score above sixty (60) points, or due to circumstances beyond its control, including natural disasters. Trailers will not be returned and may be destroyed.
- (c) By participating, you agree that we, each Contest Entity, and each social media site you use to upload your Trailer (including each entity's shareholders, agents and representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors) are not responsible or liable for, and shall be released and held harmless from any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Contest, or acceptance of the prize, including without limitation, claims based on publicity rights, defamation, or invasion of privacy.
- (d) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN YOUR ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING THE CONTEST). YOU FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
- (e) Neither we nor any Contest Entity is responsible and shall not be held liable, and your entry may be disqualified and may not be considered for any prize, should your Trailer be removed from a social media or other hosting site for any reason (including without limitation DMCA take-down), or should your Trailer be unavailable for any reason during the Judging Period.
- (f) We and each Contest Entity reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond our control, corrupt the administration, security or proper play of the Contest. We may prohibit you from participating in the Contest or winning prize if, in our sole discretion, we determine you are attempting to undermine the legitimate operation of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or our representatives or other Contest Entities. Use of automated entry devices or programs is prohibited. Any attempts to access the site, enter the Contest or increase votes or views via a bot script, device or brute-force attack will result in disqualification, including that IP address becoming ineligible for the entire Contest. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, we reserve the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.
- (g) The laws of the United States and the laws of the State of California govern this Contest and all claims must be resolved in the United States. As a condition of participating in the Contest, you

agree, to the extent permitted by law, that any and all disputes which cannot be resolved between the parties and causes of action out of or in connection with this Contest, will be resolved individually, without resort to any form of class action, exclusively before a court located in San Mateo County, California.

**12. WAIVER OF JURY TRIAL.** Except as prohibited by applicable law and as a condition of participating in this Contest, each Contestant hereby irrevocably and perpetually waives any right s/he may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this contest, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.

**13. PRIVACY AND PERSONAL INFORMATION.** We are committed to complying with the data privacy regulations set out in the United States of America and those in major countries around the world, including the European Union's recently adopted General Data Protection Regulation (GDPR). Nothing in these Official Rules shall be deemed to exclude or restrict any of your statutory rights as a consumer, including your data privacy rights. Notwithstanding the foregoing, your participation in this Contest grants us authorization to collect, use, and disclose your personal information, including the right to transfer your personal data to the United States for purposes of administration of the Contest and prize fulfillment. All information submitted to the us by you as part of this Contest will be treated in accordance with our privacy policy, available at <http://versusevil.com/privacy>. The personal information we will collect as part of this Contest includes your name, address, email address, birthday, country of residence, and other necessary information needed to conduct the Contest, select winners, and publically announce the winners of the Contest.

You have the right to access, withdraw, and correct your personal data. You may request such action by sending a message with the request, subject line "THE BANNER SAGA STORY CONTEST" to [contest@bannersaga.com](mailto:contest@bannersaga.com).

**14. USE OF SOCIAL MEDIA SITES.** When you upload your Trailer to a video social media site such as YouTube, Vimeo, or when you access this Contest or follow it on a social media site, such as Facebook, you must comply with each such service's terms of service, community guidelines, and privacy policy. We are not responsible for your compliance with any of these sites. By agreeing to the terms of this Contest, you acknowledge and agree no social media site you use to upload your Trailer (e.g. YouTube, Vimeo, etc.) or any site you access as part of this Contest is released from liability, as set forth in Section 11 of these Official Rules.

**15. OFFICIAL RULES AND WINNERS LIST.** For a copy of these Official Rules or of the winner(s), send your request in a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to: Versus Evil LLC, P.O. Box 482 Phoenix, MD 21131. In the alternative, winners' lists may be obtained by emailing us with the subject line "REQUEST WINNERS LIST" at [contest@bannersaga.com](mailto:contest@bannersaga.com). Your request must be received within ninety (90) days of the end of THIS Contest.