

The Last of Us Day Photo Mode Contest 2020

OFFICIAL US AND CANADA RULES

By participating in The Last of Us Day - Photo Mode Contest 2020 (the “**Promotion**”), each Entrant (or his or her parent or legal guardian if the Entrant is under the age of majority in his or her state of residence) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sony Interactive Entertainment LLC (“**Sponsor**”) which shall be final and binding in all respects. Sponsor is responsible for the collection and scoring of entries and the overall administration of the Promotion. Entrants should look solely to Sponsor with any questions, comments or problems related to the Promotion.

1. **ELIGIBILITY:** The Promotion is only open to legal residents of the 50 United States, the District of Columbia, excluding Arizona, and Canada, excluding Quebec, age 18 or older at time of entry (individually “**Entrant**”, collectively “**Entrants**”). Employees of Sponsor and its parent companies, affiliates, subsidiaries, and related companies, agencies, and the judging panel and immediate families (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the same household, whether or not related, are not eligible to enter, win or vote. Void in Puerto Rico, all U.S. territories and possessions and overseas military installations and where prohibited or restricted by law. There is one (1) entry method: via Naughty Dog’s user-generated content submission page. Internet access is required to enter this Promotion. Entrants must have a copy of The Last of Us Part II with the Photo Mode tool.
2. **TIMING:** The Promotion begins October 1, 2020 at 12:01 AM Pacific Time (“**PT**”) and ends on October 29, 2020 at 11:59 PM PT (the “**Promotion Period**”).
3. **HOW TO ENTER:** During the Promotion Period, Entrants must:
 - 3.1. Create a screenshot using the in-game The Last of Us Part II Photo Mode tool. To use the Photo Mode tool at any point you want to take a shot in The Last of Us Part II, press the L3+R3 buttons on the DUALSHOCK®4 wireless controller, or press the options button on the DUALSHOCK®4 wireless controller to access the pause menu and select Photo Mode. Once in Photo Mode, you can edit and compose the image to your preference and save the shot.
 - 3.2. Submit your screenshot to Naughty Dog by going to <https://naughty-dog.tumblr.com/ugc> to fill out the Entry form. In the Entry form, enter your name and email address, select Photo in the drop down menu, upload your photo, add a title or description in the Caption field including your name, email address, mailing address, and date of birth in the caption, read and accept the Tumblr Terms of Submission, and then hit the submit button (“**Entry**”).
 - 3.3. Your Entry must be received by Sponsor by the end of the Promotion Period.
4. **JUDGING:** The following factors will be used to judge each Entry by Sponsor’s representatives: Creativity 60%, Originality 30%, and Brand Awareness 10% (“**Judging Criteria**”). Judging will begin on October 1, 2020 and end on October 30, 2020 (“**Judging Period**”) and will occur in four (4) sessions on October 9, 16, 23, and 30 (the “**Judging Session(s)**”). Sponsor’s representatives will score each Entry based on the Judging Criteria. The Entry that receives the highest score each Judging Session will win. Entries submitted during the Promotion Period will qualify for each active Judging Session. Entrants are subject to verification that they are qualified Entrants as defined by these rules.
5. **DOCUMENTATION:** Each Entrant competing must complete an Affidavit of Eligibility and Release (“**Affidavit**”) in accordance with the instructions listed in the notification correspondence. Sponsor must receive the completed Affidavit by the deadline provided in the Sponsor’s communication or Sponsor may,

in its sole discretion, disqualify Entrant. If an Entrant is considered a minor in the legal jurisdiction in which the Entrant resides, then that Entrant's parent or legal guardian will be required to execute and return an Affidavit. Non-compliance with these Official Rules, failure to return all required documentation by the stated deadline or Sponsor's inability to contact an Entrant (using the contact information provided in his or her Entry) within a reasonable time period, as determined by Sponsor's sole discretion, may result in disqualification.

6. **GRANT OF RIGHTS:** Each Entrant is responsible for his or her Entry and the consequences of posting or publishing it. In connection with the Entry, each Entrant affirms, represents, and warrants that: (i) Entrant owns or has the necessary licenses, rights, consents and permissions to use the Entry in the manner contemplated by Sponsor; and (ii) Entrant has obtained the written consent, release and permission of each and every identifiable individual person in the Entry to use that person's name or likeness in the Entry and in the manner contemplated by Sponsor. By submitting an Entry to Sponsor, Entrant (i) waives any and all rights in and to any material submitted by Entrant in connection with this Promotion (including all moral and other rights of authorship); (ii) hereby acknowledges and agrees that Entries (including material submitted by Entrant in connection with the Promotion) become Sponsor's property and will not be returned; and (iii) grants Sponsor the absolute right to edit, modify, publish, exploit and use an Entry, voice, actions, likeness, name, appearance, biographical material, written works, and all other information or materials that Entrant has provided or may provide in connection with this Promotion in any media, now known or hereafter devised, and in any manner, without further approval, permission or consideration, throughout the universe in perpetuity. Sponsor is under no obligation to use an Entry.
7. **ENTRY REQUIREMENTS:** Each Entry submitted (i) must be in keeping with the Sponsor's image (as Sponsor determines in its sole discretion), (ii) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, contain nudity, unlawful or plagiarized, (iii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, (iv) may not violate or encourage others to violate any law, statute, ordinance or regulation, (v) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property right or any other third party right, (vi) may not contain commercial or corporate advertising, including display of corporate logos, brand names and slogans, other than those relating to Sponsor, (vii) may not include references to alcoholic beverages, tobacco, drug paraphernalia, firearms or any depiction or representation thereof and (viii) may not include any virus, worm, corrupt file, Trojan horse or other forms of corruptive code or content that may harm or compromise Sponsor's web site or the proper conduct of the Promotion. Sponsor reserves the right to verify the accuracy or truthfulness of any information contained within a submitted Entry. Sponsor has the right in its sole discretion to determine if any Entry is not appropriate for publication on the Site or for any other public release and if Entry is in compliance with these Official Rules. Sponsor reserves the right to disqualify an Entry for any reason. Sponsor's decisions are final and binding with respect to all matters relating to this Promotion.
8. **PRIZES:**
 - 8.1. Four (4) Grand Prize winners will each have his or her The Last of Us Part II Photo Mode Entry featured on Naughty Dog's Twitter, Facebook, and Instagram page and receive one (1) The Last of Us Part II Ellie Edition (approximate retail value ("ARV") \$230.00 USD).
 - 8.2. Twelve (12) First Prize winners will receive each have his or her The Last of Us Part II Photo Mode Entry featured in a blog post on NaughtyDog.com and one (1) Limited Edition The Last of Us Part II DUALSHOCK®4 Wireless Controller (ARV \$65.00 USD).
 - 8.3. The total ARV of the prizes is \$1,700USD.

- 8.4. Prize fulfillment is based on availability. Please allow until December 31, 2020 for prize delivery. Taxes on prize, if any, are solely the responsibility of the winner. Winners of a prize valued at \$600 or more will receive a Federal Tax Form 1099. We recommend that you consult with your tax advisor if you have further questions. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion, unless such substitution is prohibited by law. Sponsor may disqualify a winner and select an alternate winner if any prize is returned undeliverable. Prizes are non-transferable. Sponsor need not substitute a prize based on the winner's request.
9. **WINNER SELECTION:** For each Judging Session during the Judging Period, Sponsor's representatives will select one (1) potential Grand Prize winner and three (3) potential First Prize winners with the highest scores based on the Judging Criteria from valid Entries received during the Promotion Period. Sponsor's decisions will be final and binding. Each winning Entrant will be notified via email from the email address provided by the Entrant at the time of Entry. In the event that the potential winning Entrant is deemed ineligible in accordance with the Official Rules, or does not respond to Sponsor's prize notification message within the specified time or the prize notification message is returned as undeliverable, Sponsor reserves the right to offer the prize to the next eligible Entrant based on the Judging Criteria and in accordance with the Official Rules.
10. **LIMITATIONS ON LIABILITY:** Sponsor and its respective affiliates, subsidiaries, parent corporations, advertising and promotional agencies, and all of their officers, directors, shareholders, employees, and agents are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, servers, providers, or software, including any injury or damage to Entrant's or any other person's computer relating to participation or inability to participate in the Promotion; inability to access the Site or upload information or data; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including the Site) or for any other reason whatsoever; printing or other errors; or any combination thereof. Proof of uploading information or data or entering information at the Site is not considered proof of delivery or receipt. Illegible, duplicate and incomplete Entries will be disqualified. False, fraudulent, or deceptive Entries or acts shall render Entrants ineligible and all associated Entries or Votes will be void.
11. **INDEMNITY:** Entrant shall indemnify and defend Sponsor its parent companies, each of Sponsor's advertising agencies, and the officers, directors, employees, and agents of all of the foregoing and the successors and assigns of each of them, from and against actions, claims, damages, liabilities, costs and expenses, including reasonable counsel fees related to (i) Entrant's use of any prize, (ii) the Sponsor's use of any of the materials submitted by Entrant in connection with this Promotion or (iii) any intentional misconduct or negligence by Entrant in connection with this Promotion.
12. **RELEASES:** As a condition of participating in the Promotion, Entrants release Sponsor and its parent, subsidiaries, agencies, divisions and affiliates from liability, for loss, harm, damage, injury, cost or expense whatsoever including property damage, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance or use of prize or participation in any Promotion-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy and merchandise delivery.
13. **GENERAL CONDITIONS:** Potential winning Entrants are subject to Sponsor's verification. Sponsor's decisions are final and binding in all matters related to the Promotion. Potential winners must comply with the Official Rules, and receipt of prizes is contingent upon fulfilling all requirements. Sponsor is not

responsible for technical, hardware or software failures, malfunctions, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or unforeseen schedule changes that may limit an Entrant's ability to participate in the Promotion, even if caused by Sponsor's negligence. Sponsor has the sole discretion to modify, cancel or suspend this Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion or Sponsor otherwise becomes incapable of running the Promotion as planned. Sponsor is not responsible for changes to Entrant's contact information. Limit one (1) Entry per person per day. If more than one (1) Entry per person is received or if any person attempts to submit more than one (1) Entry by using the same, multiple or different names or email addresses may be deemed void and that person may be disqualified from the Promotion. No illegible, incomplete, forged or altered Entries will be accepted. Sponsor has the sole discretion to disqualify Entrants who violate these Official Rules, tamper with the operation of the Promotion or engage in any conduct that is deemed, in Sponsor's sole discretion, to be harassing, detrimental or unfair to Sponsor, the Promotion or any other Entrant.

14. **COLLECTION OF INFORMATION:** Information collected in connection with the Promotion will be collected in accordance with Sponsor's Privacy Policy, available at <https://www.playstation.com/en-us/legal/privacy-policy/> for US and <https://www.playstation.com/en-ca/legal/privacy-policy/> for Canada, and Tumblr's Privacy Policy, <https://www.tumblr.com/privacy>. By participating in the Promotion, each Entrant agrees to the terms of Sponsor's and Tumblr's Privacy Policy.

15. **WINNER LIST:** To obtain a winner list by mail, send a stamped, self-addressed envelope to "The Last of Us Day - Photo Mode Contest 2020", 2425 Olympic Blvd, Suite 3000, Santa Monica, CA 90404. Sponsor will send requested winner lists within 4-6 weeks after all prizes are awarded. Requests for the winner list must be received by 2 weeks after the prizes are anticipated to be awarded.

16. **SPONSOR:** Sony Interactive Entertainment LLC, 2207 Bridgepointe Parkway, San Mateo, CA 94404.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH TUMBLR, FACEBOOK, INSTAGRAM, OR TWITTER.