



# The “Create a Dark Crystal Creature” Contest

## OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

### **PROMOTION DESCRIPTION:**

The “Create a Dark Crystal Creature” Contest (the “**Contest**”) begins on or about July 7, 2014 and ends on September 1, 2014 at 11:59 p.m. Eastern Time in the United States (“ET”) (the “**Promotion Period**”). During the Promotion Period, entrants will have the opportunity to create a 3D creature that would belong in the world of “The Dark Crystal” and submit photographs and other information about the creature and yourself (each collectively referred to herein as, a “**Submission**”) as more fully set forth below. At the end of the Promotion Period, one (1) Grand Prize winner will be selected from all eligible Submissions received during Promotion Period. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of The Jim Henson Company, Inc., 1416 N. La Brea Ave., Hollywood, CA 90028 (“**Sponsor**”), which shall be final and binding in all respects.

### **ELIGIBILITY:**

This Contest is open only to entrants who are of the age of majority in the entrant’s state, province and/or country of residence at the time of entry. Residents of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism are not eligible to enter the Contest or win a prize. For a current list of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism, go to [http://pmdtc.state.gov/embargoed\\_countries/index.html](http://pmdtc.state.gov/embargoed_countries/index.html). Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, members, distributors, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited by law.

### **HOW TO ENTER:**

To enter, visit the web site [www.darkcrystal.com/creaturecontest.php](http://www.darkcrystal.com/creaturecontest.php) (the “**Website**”), complete the submission form found on the Website with the information requested, and follow the instructions to create and upload your Submission. Your Submission should be captured from all sides in hi-res photographs that show the details of your work. Submissions will also include a character biography, telling Sponsor the brief back story and characteristics of entrant’s creature. This creature can be a variation of an existing species (Skeksis, Mystic, Podling, etc.) (an “**Existing Creature**”) or can be a brand new creature – all ideas are welcome, as long as they feel true to the world of “The Dark Crystal” (the “**Film**”). Submissions must consist of fully built creatures – no drawings, paintings or digital models please. For inspiration or help getting started, check out the Creature Features (<http://www.syfy.com/videos/Homepage/vid:2766812>) from Jim Henson’s Creature Shop Challenge.

The Submission must fit in the space provided on the Website and meet the following **“Submission Requirements”**: (i) the Submission must be the submitting entrant’s own, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event a contestant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in Contest); and (iii) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable. Any Submission that, in Sponsor’s good faith judgment, violates the Submission Requirements will be disqualified. Submissions must be received by the end of the Promotion Period. The Website’s database clock will be the official time keeper for this Contest. No substitutions of new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified. Sponsor may engage third party application providers and other vendors to administer certain aspects of the Contest, including without limitation, the online collection of entry information and Submissions. Such third parties will provide your personally identifiable information to Sponsor, who except as set forth herein will use such information in accordance with its online privacy policy, located at <http://www.darkcrystal.com/tos.php>, and such third parties may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by such third parties. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor’s satisfaction, the affected entry may be disqualified. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing or transmission of the Submissions in the Contest. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Submissions.

**IMPORTANT NOTE:** Any entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on <http://www.darkcrystal.com/tos.php>, which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant’s Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission may be removed from the Website and/or disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant’s Submission has been or can be sufficiently cleared for legal purposes.

#### **WINNER SELECTION AND NOTIFICATION:**

Once a Submission is uploaded to the Website it may be made available on the Website and/or Sponsor’s social media accounts for viewing by the general public and any such posting will be deemed made at the direction of the entrant. After the Promotion Period, a panel of judges including experts from the Jim Henson Creature Shop selected by Sponsor in its sole discretion (the **“Judging Panel”**) will select one (1)

Grand Prize winner from among all eligible Submissions received during the Promotion Period based upon the following criteria: Design (30%), Execution (30%), Character/story (20%) and Appropriateness for Thra (20%). If other contestants or members of the general public are permitted to vote or otherwise provide feedback on the Submissions, please note that such voting or feedback do not necessarily reflect the opinions of the Judging Panel and are not how the outcome of the Contest is going to be determined. Instead, the outcome will be determined by the Judging Panel, and all decisions of Sponsor and/or the Judging Panel are final and are not subject to challenge or appeal. The Grand Prize winner will be notified by telephone, e-mail, and/or mail using the contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners of in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

**PRIZE:**

One (1) Grand Prize is available. The Grand Prize consists of (i) US \$500 travel allowance to use toward airfare or other transportation to get the Grand Prize winner from his or her residence and New York, New York; (ii) two (2) nights' hotel accommodations for the Grand Prize winner (one [1] room, double occupancy) at a standard deluxe hotel (hotel to be selected by Sponsor in its sole discretion); (iii) the opportunity to attend a screening of the Film (the "**Screening**"); and (iv) the opportunity to attend a cocktail party with the author, Cheryl Henson, and Brian and Wendy Froud (the "**Meet and Greet**"). The approximate retail value ("**ARV**") of the Grand Prize is US \$1,000. The Meet and Greet component of the Grand Prize is subject to schedule and availability. If the Grand Prize winner unable to travel to New York, New York on the dates specified by Sponsor or wishes to receive cash instead of the elements of the Grand Prize listed above, then the Grand Prize winner may elect to receive US \$1000 in lieu of the Grand Prize and such amount shall fully satisfy Sponsorship prize obligations to the Grand Prize winner. If the Grand Prize winner elects to travel to New York, New York but does not have the opportunity to participate in the Screening and/or the Meet and Greet due to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the remaining components of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded.

**The Grand Prize winner shall be responsible for making his or her travel arrangements and for any and all costs incurred in connection with travel to New York, New York above and beyond the US \$500 travel allowance provided as part of the Grand Prize.** The Grand Prize winner must possess all required travel documents, including visas and a valid passport, if and as applicable, and must comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the Screening and the Meet and Greet must be conducted on such dates as determined by Sponsor in its sole discretion. No interest will be awarded on cash prizes. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with

the hotel directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (as defined below) and/or other travel documents. In the event the Grand Prize winner engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her travel companion home with no further compensation.

#### **GENERAL PRIZE CONDITIONS:**

Except as set forth herein, no cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. With respect to non-cash prizes, it may be legally necessary under the United States Internal Revenue Code (as determined by Sponsor in its sole discretion) for the prize winner to pay the amount of any tax before receiving the prize. The potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, a (where imposing such condition is legal), a Publicity Release and any applicable forms required by tax authorities (collectively, "**Prize Claim Documents**") within a period of time determined by Sponsor. If any potential winner fails or refuses to sign and return all Prize Claim Documents within such time, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

#### **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:**

Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant except to the extent it is based on or otherwise derivative of an Existing Creature, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission

does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

#### **GRANT OF RIGHTS:**

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant hereby irrevocably and unconditionally grants to Sponsor, its successors and assigns the right (but not the obligation) to use entrant's Submission in whole or in part, in and in connection the Film and any prequel, sequel or theatrical or television spin-off of the Film (collectively, the "**Film Franchise**") and for the purpose of advertising, publicizing, exhibiting and exploiting the Film Franchise and/or the allied, ancillary and subsidiary rights in and to the Film Franchise, in any and all languages, by any and all means, media, devices, processes and technology now known or hereafter devised, in perpetuity throughout the universe at no charge to Sponsor. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to adapt, rearrange, delete from, add to and or make changes to the Submission, and to use all or any part thereof in new versions, adaptations as Sponsor shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submission as may be conferred under any applicable laws, regulations or directives, including, without limitation, any treaty, European Union ("**EU**") directives and/or enabling or implementing legislation, or any law or regulation enacted by the member nations of the EU or any other jurisdiction; and (iv) all rights generally known as "moral rights" or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under the applicable laws of any country of the world [including, without limitation, the so-called right of paternity (droit a la paternite), right of integrity [droit au respect de l'oeuvre], right of withdrawal [droit de retrait or droit de repentir] and/or right of publication [droit divulgation]) which I may have in connection with the Submission (collectively, the "**Moral Rights**"). In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to Sponsors entrant's Moral Rights. Each entrant expressly acknowledges that many parties will contribute to the Film Franchise. Accordingly, if under any applicable law the above waiver or assignment by entrant of the Moral Rights is not effective, then entrant agrees to exercise such rights in a manner that recognizes the contribution of and will not have a material adverse effect upon such other parties. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements or even if it determined that the entrant who made the Submission is ineligible to enter the Contest or win a prize. By entering the Contest, each entrant acknowledges and agrees that: (a) Sponsor is granting entrants a limited, non-exclusive license to use the Existing Creatures solely in connection with, and solely as a part of, the Contest, (b) entrants shall have no right, title or interest in the Existing Creatures, and (c) any use of the Existing Creatures other than as permitted by these Official Rules may infringe upon Sponsor's intellectual property rights. With respect to any Submission that is based on an Existing Creature, the rights granted to Sponsor shall be broader than those set forth above. Specifically, the results and proceeds of each entrant's modification activities and other interaction with the Existing Creatures, including, without limitation, the Submission, shall be a "work made for hire" for Sponsor, and Sponsor will be considered the author and sole and exclusive owner of such activities and all intellectual property rights therein. If and to the extent that the activities and the Submissions do not, in whole or in part, qualify as "works made for hire", each entrant, upon submission of his or her entry materials (including, without limitation, the Submission), irrevocably

grants, transfers, sells and assigns to Sponsor all right, title and interest in and to the Submission, including the right to use and otherwise exploit all entry materials submitted as part of the Contest, and all images, text and content depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, throughout the universe and in any and all languages in perpetuity. The rights granted in these Official Rules may be freely assigned and licensed by Sponsor in whole or in part to any other person or entity.

**PUBLICITY RELEASE:**

By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media in connection with the Contest, the Film and the advertising and promotion thereof and each entrant and/or prize winner hereby release the Promotion Entities from any liability with respect thereto.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:**

Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the

Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision in these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:**

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Film, any part of the Film Franchise or any other production based on or allegedly based on the Submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

#### **NO OBLIGATION TO USE:**

Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

## **DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:**

Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

## **FURTHER DOCUMENTATION:**

If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission, the Materials or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

## **GOVERNING LAW/JURISDICTION:**

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

## **ARBITRATION PROVISION:**

By participating in this Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation,

Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNER'S LIST/OFFICIAL RULES:**

To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "Create a Dark Crystal Creature" Contest Winners List, c/o The Jim Henson Company, 1416 N. La Brea, Hollywood, CA 90028. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on the Website during the Promotion Period.

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**Online Abbreviated Disclosures:**

NO PURCHASE NECESSARY TO ENTER OR WIN. Contest begins on or about July 1, 2014 and ends on September 1, 2014 at 11:59:59 p.m. ET. See Official Rules for how to enter, eligibility restrictions, prize descriptions/restrictions/ARVs and complete details. Void where prohibited. Sponsor: The Jim Henson Company, Inc.