

DreamWorks Kipo's Birthday Contest
Official Rules
March 17, 2021 – March 24, 2021

PRELIMINARY INFORMATION: No purchase necessary. A purchase will not improve your chances of winning. Void where prohibited. The DreamWorks Kipo's Birthday Contest ("Contest") will begin on March 17, 2021 at 9:00 A.M. PT and end on March 24, 2021 at 11:59 P.M. PT ("Contest Period"). All times in the Contest refer to Pacific Time ("PT"). Odds of winning depend upon the number of eligible entries received. Contest is subject all applicable federal, state and local laws.

ELIGIBILITY: Open only to permanent, legal United States residents who are physically residing in one (1) of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories), and who are thirteen (13) years of age or older as of the start of the Contest Period. **NOTE: IF YOU ARE BETWEEN THE AGES OF THIRTEEN (13) AND EIGHTEEN (18) YEARS OF AGE, YOU MUST HAVE THE PERMISSION OF YOUR PARENT OR LEGAL GUARDIAN TO ENTER THE CONTEST.** Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and each of their respective 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 Contest. Contest Entities, as referenced herein, shall include DreamWorks Animation L.L.C., located at 1000 Flower Street, Glendale, CA 91201, ("Sponsor"), and its parent, subsidiary, and affiliate companies, and each of their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest.

TO ENTER: To enter the Contest, you will be required to submit a drawing (the "Submission") in your own creative style of Kipo's finale jacket from the television series entitled *DreamWorks Kipo and The Age of Wonderbeasts*. To enter the Contest, during the Contest period, use your personal Instagram account to go to www.instagram.com (the "Website") to upload your Submission with the hashtag "#KipoBdayContest" and "@drmwrx" (the "Entry"). **Your Entry must include "#KipoBdayContest" and "@drmwrx" or your Entry will not be valid. If your Instagram account is set to the "Posts are Private" setting and Sponsor cannot access your Instagram profile, your Entry may be disqualified and rejected as ineligible for consideration in the Contest.** An Instagram account is required to enter the Contest. If you do not already have an Instagram account, you can go to www.instagram.com to create a free Instagram account. All Submissions must be original and created by you. Submissions cannot have been created professionally. You must have the permission of any person who appears or is identified or otherwise referred to in your Submission.

All Entries become the property of Sponsor and will not be acknowledged or returned.

If you choose to submit an Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities.

Sponsor may choose to broadcast on-air and/or display on the Website a selection of Submissions as determined by Sponsor in its sole discretion. By entering the Contest, each entrant agrees to the posting of such entrant's name and Submission on the Website and/or on Sponsor's social media pages, including but not limited to Twitter, Instagram, and Facebook.

You must submit the Submission as part of your Entry to enter and be eligible for the Contest. By entering the Contest, entrants grant Sponsor the non-exclusive, royalty-free, and irrevocable rights to use,

reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Submissions and to incorporate the Submissions in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsor and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Submissions will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Submissions contain material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Submissions do not comply with these Official Rules or meet Sponsor's standards for any reason, as determined by Sponsor in its sole discretion, such Submissions (and the related Entries) may be rejected as ineligible for consideration and/or deleted from the Website. Entries must comply with all applicable laws, rules, and regulations. Sponsor shall have no obligation to copy, publish, display, or otherwise exploit the Submissions.

Entries must be received before March 24, 2021 at 11:59 P.M. PT to be eligible for the Contest. Sponsor's computer shall be the official timekeeper for all matters related to this Contest. You may enter an unlimited number of times during the Contest Period, provided each Entry is unique. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries generated by a script, macro, or other automated means or by any means that subverts the entry process will be disqualified. Entries that are incomplete, garbled, corrupted, fraudulent, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder (or registered subscriber) of the Instagram account used to enter will be deemed to be the entrant. "Authorized account holder" of an Instagram account is defined as the person who is assigned to an Instagram account by Instagram. Entry constitutes permission (except where prohibited by law) to use entrant's name, Instagram username, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

JUDGING AND WINNER NOTIFICATION: A panel of qualified judges selected by Sponsor ("Judges") will review the eligible Entries received during the Contest Period and select five (5) potential winners (collectively, "Winners," each a "Winner") on or about March 25, 2021 based on the following judging criteria ("Judging Criteria"): Originality (33.3%), Creativity (33.3%), and appropriateness to the theme (33.4%). In the event of a tie, the Judges will break the tie by selecting the tied entrant who received the highest points from the Judges for Originality as the potential Winner. In the event a tie remains, the tied entries will be judged by an additional tie-breaking judge, using the Judging Criteria, to determine which of the tied entrants will be the potential Winner. Decisions of Sponsor and Judges are final and binding with respect to all matters related to the Contest. Winning is subject to verification of eligibility. Sponsor reserves the right to extend the Contest Period if in their sole discretion, Sponsor do not receive a sufficient number of eligible and qualified entries. Potential Winner will be notified via direct message to the Instagram account submitted at the time of Entry. **Sponsor may share potential Winner's name and contact information with Contest Entities and/or any prize provider, as applicable, if necessary.** Each potential Winner (or, if potential Winner is a minor in his or her state of residence, such potential Winner's parent or legal guardian) may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Contest Documents") within two (2) days of such notification. Noncompliance within this time period, with these Official Rules or the return of or inability to deliver any prize/prize notification may result in disqualification and, at Sponsor's discretion, and time permitting, an alternate potential Winner may be selected from among all eligible remaining entries based on the Judging Criteria.

PRIZE: There will be five (5) prizes awarded (collectively, “Prizes,” each a “Prize”); one (1) Prize will be awarded to each Winner. Each Prize will consist of the following: one (1) opportunity to be featured on the DRMWRK Instagram page located at <https://www.instagram.com/drmwrx/> (details to be determined by Sponsor in its sole discretion); and one (1) physical copy of *The Art of DreamWorks Animation* book. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied by Sponsor.

Estimated Retail Value (“ERV”) of Prize is one hundred-fifty dollars (\$150). ERV of all Prizes is seven hundred fifty dollars (\$750). Actual Retail Value (“ARV”) of Prize may vary. Any difference between ERV and ARV will not be awarded.

All details of Prize will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsor’s sole discretion. If Prize is won by minor, Prize will be awarded in the name of such minor’s parent or legal guardian.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsor’s control, and are not responsible or liable for any expenses incurred as a consequence thereof.

CONDITIONS: By entering the Contest, each entrant agrees for entrant and for entrant’s heirs, executors, and administrators (a) to release and hold harmless Contest Entities, Instagram, and each of their respective officers, directors, and employees (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties 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 Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant’s name on the Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor’s sole discretion.

ADDITIONAL TERMS: Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public

enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants’ or to any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. **Sponsor reserves the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules).** In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website. Sponsor may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor’s agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest.

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER ANNOUNCEMENT: For the names of the Winners, available after April 1, 2021, visit send a self-addressed, stamped envelope to be received by May 13, 2021 to: DreamWorks Animation L.L.C., 1000 Flower Street, Glendale, CA 91201, Attn: Emily Kieber (DreamWorks Kipo’s Birthday Contest).

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants are providing information to Sponsor and not to Instagram.