

SNAP A SELFIE CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE OTHERWISE REQUIRED TO BE A REGISTERED CONTEST BY STATE LAW.

1. **Contest Period.** The Contest begins at 12:01 a.m. on October 2, 2017 and ends with the drawing of the final weekly winner on January 2, 2018 at 4:00 p.m. (the "Contest Period").

2. **Eligibility.** This contest is open to all legal U.S. residents over the age of eighteen (18), with the exception of Rhode Island, New York, Virginia, Florida and Puerto Rico residents. Employees of NAMCO USA INC. and Level 257, their respective parent, subsidiary or affiliated companies, advertising, promotion, and fulfillment agencies, and the immediate families of each and those living in the households of same are ineligible to participate in this Contest. All applicable federal, state and local laws and regulations apply. This contest is void where prohibited by law.

3. **Organizer/Sponsor.** The Snap a Selfie Contest is organized and sponsored by NAMCO USA INC. d/b/a Level 257, 712 North Central Avenue, Suite B, Wood Dale, Illinois 60191-1263 ("Level 257").

4. **How to Participate.** You must have an account on Facebook, Twitter, Instagram or Snapchat (a "Social Media Account") to participate in and enter this Contest. If you do not have a Social Media Account, there is no cost to create one at www.facebook.com, www.twitter.com, www.instagram.com, or by downloading the Snapchat app. Please note that you must agree to comply with all terms, conditions and policies associated with each social media platform, which can be accessed and viewed on each platform's respective website.

Once you have a Social Media Account, you must become a follower of Level 257 throughout the Contest Period to participate and be eligible to win. Once you are a follower of Level 257, visit Level 257, which is located at 2 Woodfield Mall, Unit A, Schaumburg, Illinois 60173. Take a photo in the Legacy of a Legend Museum located on the lower level. We're looking for players who can come up with legendary photo caption of the giant PAC-MAN™ statue. Post your photo to your Social Media Account using the hashtags #Level257 and #PACMAN.

There is a limit of one (1) post, and therefore a limit of one (1) entry per person each week throughout the Contest Period. Level 257 need not inform you if you have earned an entry or not. Multiple participants are not permitted to share the same e-mail address or Social Media Account. Incomplete entries, entries generated by script, macro or other automated means, entries that do not fully comply with these Official Rules, including, without limitation the submission guidelines ("Submission Guidelines") detailed below, or entries which subvert the entry process, in the sole discretion of Level 257, will not be eligible. Proof of submission of does not constitute proof of delivery or entry during the Contest Period. Entries received from any person, regardless of e-mail address used, in excess of the above stated limitation will be void. All entries must be received during the Contest Period to be eligible. If an entrant submits their entry via SMS from a wireless phone, the entrant's wireless service provider may charge the entrant for each text message sent. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. The computer clock of Level 257 is the official timekeeping device and all times specified herein shall be Central Time. All entries become the property of Level 257 and will not be returned, and Level 257 will not verify receipt of entries.

5. **Submission Guidelines.** Each posting that is submitted to this Contest must comply with the following Submission Guidelines to be eligible. Any posting that, in Level 257's sole and absolute discretion, violates these Official Rules or the Submission Guidelines below will be disqualified and/or will not be eligible to win a prize.

- The postings MUST, in the sole discretion of Level 257:

- ✓ Comply with all social media platform rules, and
 - ✓ Be written in English.
- The postings must NOT, in the sole discretion of Level 257:
 - ✓ Publish or post other people’s private and confidential information without their express authorization and permission;
 - ✓ Contain language that violates or infringes upon another’s rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement);
 - ✓ Disparage Level 257 or its products or services, Level 257’s competitors or their products or services, or any other person or party affiliated with the Contest;
 - ✓ Contain company names, product names, brand names or trademarks other than those owned by Level 257, which participant has a limited license to use for this Contest;
 - ✓ Contains the names, likenesses, or other indicia identifying any celebrities and/or other public or private figure, living or dead;
 - ✓ Contain language that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous;
 - ✓ Contain language that is pornographic or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 - ✓ Contain language that is unlawful, in violation of or contrary to applicable laws or regulations; and/or
 - ✓ Contain language in which the Released Parties do not wish to associate themselves with, in their sole discretion.

6. **Contest/Prize.** The entry period for each weekly winner shall begin on Tuesday at 3:01 p.m. and end the following Tuesday at 2:59 p.m. (the “Weekly Posting Period”). Judging will begin every Tuesday during the Contest Period at 3:00 p.m. by judges selected from Level 257’s staff, and by 4:00 p.m. during the Contest Period, a Winner shall be selected from among the eligible entries received during the Weekly Posting Period. Level 257 shall then mail the Winner and game play card for one hour of free game play at Level 257, worth \$15.00. The decisions of Level 257 are final and binding on all matters relating to this Contest. Odds of winning the prize are dependent upon the total number of eligible entries received during the Contest Period. The prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution or cash equivalent for any portion of the prize, in whole or in part, will be permitted, except at Level 257’s sole discretion. If Winner cannot attend Level 257 to utilize the prize, the prize will be forfeited in its entirety and an alternative potential prize winner may be selected at Level 257’s sole discretion. Transportation to and from Level 257 is not included. All other expenses relating to accepting the prize are Winner’s sole responsibility.

7. **Prize Winner Notification/Verification Period.** Potential winners must comply with these Official Rules as published in order to be confirmed as official Winners and accept their prize. Level 257 will not accept any screen shots or other proof of postings in lieu of their verification process, and all decisions of Level 257 are final and binding. On or about one (1) day after each Posting Period has ended during the Contest Period, Level 257 will notify the potential prize winner via a direct message to their social media account. Upon notification or notification attempt, the potential prize winner will be required to respond to such direct message to the e-mail address provided, accepting the prize and providing their contact information for prize delivery purposes, within two (2) calendar days of such notification or notification attempt, or the prize will be forfeited, and an alternate potential prize winner will be selected and notified. If in any instance, the notification attempt for a potential prize winner fails for any reason, or if a potential prize winner is found to have not complied with these Official Rules, such prize will be forfeited and an alternate potential prize winner will be selected from among remaining eligible entries, if any. Acceptance of a prize constitutes permission for Level 257 and its designees to use the name, actual or

simulated likenesses, biographical information, city, state, opinions, and prize information of prize winner in connection with the Contest and the exploitation thereof (including, without limitation, for advertising and promotional purposes), in perpetuity, throughout the universe, in all media, without additional compensation, unless prohibited by law. Further, Winners shall indemnify the Released Parties from any claims, damages, liabilities and expenses (including reasonable legal fees) arising from breach of these Official Rules. In the event of a dispute as to any prize winner, the authorized account holder of the e-mail address used to register on the social media platform in question will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

8. **Agreement to Official Rules.** In order to participate in the Contest, Entrants must fully comply with the Contest Rules and, by entering, Entrant represents and warrants that Entrant agrees to be bound by these Contest Rules and the decisions of Level 257, whose decisions shall be binding and final in all respects relating to the Contest.

9. **Use of Data.** Level 257 will be collecting personal data about Entrants, and also taking photographs and video of Entrants during the Contest. By participating in the Contest, Entrants agree to Level 257’s collection and usage of said personal data. Furthermore, Entrants grant permission to Level 257 to use any and all photographs and/or video taken of Entrants for all manner of advertising, trade, promotion, exhibition, or any other lawful purpose whatsoever and in any form or medium, whether now existing or hereinafter discovered.

10. **General Conditions.** Level 257 reserves the right to terminate, cancel, suspend and/or modify the Contest if circumstances warrant, within Level 257’s sole discretion, for fraud, virus or other technical problems which corrupt the administration, security or proper play of the Contest, or for any other reason. In such event, Level 257 reserves the right to select the Winner from among the eligible entries received up to the time of termination, cancellation, suspension and/or modification. Level 257 reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of the law. Level 257’s failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. By participating in the Contest, all Entrants agree to release and hold harmless Level 257, its parent companies, subsidiaries, affiliates, representatives, agents, employees, officers and directors from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparing for, travel to, or participation in the Contest, and for any claims based on publicity rights, defamation, invasion of privacy, infringement, or any other intellectual property-related cause of action whether asserted by Entrant or by any third party as a result of Entrant’s participation in the Contest.

11. **Limitations of Liability; Disclaimer of Warranties.** Level 257 is not responsible or liable for Entries that are illegible, late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, altered or otherwise not in compliance with these Contest Rules, whether caused 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 of Entry Forms, or for failure to receive Entry Forms due to transmission failures or technical failures of any kind. By entering the Contest, all Entrants agree to be bound by the Contest Rules, as well as the decisions of Level 257 which are final and binding in all respects; to waive any rights to claim ambiguity with the Contest or these Contest Rules and that neither Level 257 nor its employees, officers, directors, locations, and /or agents shall have any responsibility or liability (including but not limited to liability for property loss, damage, personal injury or death) in connection with participation in the Contest. IN NO EVENT WILL LEVEL 257 AND/OR ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS AND DIRECTORS BE LIABLE FOR ANY DAMAGES ARISING

OUT OF ENTRANTS' PARTICIPATION IN THE CONTEST, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' PARTICIPATION IN THE CONTEST. IN NO EVENT SHALL LEVEL 257'S TOTAL LIABILITY TO A ENTRANT FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100.00. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND THE PRIZES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO ALL ENTRANTS. ENTRANTS ARE ADVISED TO CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. **Disputes.** Any controversy or claim arising out of or relating to these Contest Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in DuPage County, State of Illinois. THESE CONTEST RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ANY CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Contest Rules and/or in connection with the participation of any judgment on an arbitration award in connection with these Contest Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction of the state and federal courts located in the State of Illinois. The parties agree not to raise the defense of forum non conveniens.

13. **Contest Results and Contest Rules.** For a copy of the Contest Rules and list of winners, send the request and a self-addressed, stamped envelope to NAMCO USA INC., 712 North Central Avenue, Suite B, Wood Dale, Illinois 60191-1263.

14. **Facebook, Twitter, Instagram and Snapchat.** The Contest hosted by Level 257 is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter, Instagram or Snapchat.