

Official Rules for the Her Universe Survey at MEGACON Orlando Sweepstakes (“Sweepstakes”)

No Purchase Necessary to Enter or Win. A Purchase Will Not Increase Your Chances of Winning.

ALL ENTRANTS AGREE TO RESOLVE ANY DISPUTE BY BINDING ARBITRATION AND SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

1. **Eligibility.** The Sweepstakes is open only to legal residents of the United States who reach the age of majority¹ in their state by the Sweepstakes start date. Employees of HU Merchandising, LLC (“Sponsor”), and its affiliates and subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period.** The Sweepstakes begins at 2:00 PM Eastern Time on February 6, 2025, and ends at 11:59 PM Eastern Time on February 9, 2025 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
3. **How to Enter.** During the Entry Period, for one (1) entry, you must:
 - (A) Scan the survey QR code at the Her Universe booth #4024 at the MEGACON Orlando Convention at the Orange County Convention Center, located at 9800 International Drive, Orlando, Florida 32819; and
 - (B) Fill out all answer prompts in the survey including the following:
 - i. Answer “yes” to the following prompt: “Would you like to enter for a chance to win a Her Universe Gift Card?”
 - ii. Provide consent to receive marketing and promotional emails from Her Universe?”²
 - iii. Confirm you are at least 18 years old and a United States resident.
 - iv. Provide your full name and email address.

There is a limit of one (1) entry per email address. All entries must be complete and subject to verification by the Sponsor, in its sole discretion.

¹ The age of majority is 18 for all states except for: Alabama (19), Arkansas (18 or graduation from high school, whichever is later), Delaware (19), Mississippi (21), Nebraska (19), Nevada (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), Ohio (18 or graduation from high school, whichever comes first), Tennessee (18 or graduation from high school, whichever is later), Utah (18 or graduation from high school, whichever is earlier), Wisconsin (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), and Puerto Rico (21).

² I hereby acknowledge that answering “yes” to this question will subscribe the email address provided in the survey to future Her Universe marketing and promotional emails. However, signing up for Her Universe marketing and promotional emails is not a requirement to enter the Sweepstakes.

You may not use an agency or any automated system to enter, and Sponsor reserves the right to disqualify any entries received through those methods, as determined by Sponsor, in its sole discretion.

By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

4. **Winner Selection.** On or about February 11, 2025, Sponsor will select three (3) winners in a random drawing of all eligible entries received during the Entry Period. The odds of being selected depend on the number of eligible entries received during the Entry Period. Sponsor will attempt to notify the potential winners within three (3) business days of the drawing. Up to three (3) attempts will be made to contact the selected winner following the draw. A selected winner that does not or cannot accept a prize may be forfeited and a new winner will be selected by random drawing of all remaining eligible entries received during the Entry Period, in Sponsor's sole discretion.
5. **Potential Winner Requirements.** Except where prohibited, a potential winner may be required to complete and return a declaration of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, and time permits, an alternate potential winner may be selected in his/her/their place in a random drawing of all remaining eligible entries received. Only one (1) alternate potential winner may be contacted. Sponsor is not responsible for the failure for any reason whatsoever of a selected winner to receive notification or for the Sponsor to receive a selected winner's response.
6. **Prizes.** Three (3) winners will each receive one (1) \$200 Her Universe e-gift card.

The total Actual Retail Value ("ARV") of all prizes totals \$600.00 USD. The winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the advertised prize is not available for any reason, as determined by Sponsor, in its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Sponsor is not responsible for any cancellations, delays, diversions, or substitutions, or any act or omission whatsoever with respect to any prize.

7. **General Conditions.** By entering this Sweepstakes, you agree to Sponsor's [Terms of Use](#). In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication.

In the event of a dispute as to the owner of an online entry, the authorized account holder of the email address used to enter will be deemed to be the owner.

The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. These Official Rules will prevail and control over all shortened versions of these Official Rules found elsewhere. Sponsor shall have the right to interpret and apply these Official Rules to individual circumstances in its reasonable discretion.

Sponsor reserves the right to terminate or amend this Sweepstakes at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, the Sweepstakes is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Sweepstakes and conduct a random draw from all previously received eligible entries received during the Entry Period.

Sponsor reserves the right, in its sole discretion, to amend or modify these Official Rules, or modify, cancel, or suspend this Sweepstakes, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Sweepstakes.

8. **Release and Limitations of Liability.** By entering, you agree to release Sponsor, The City of Orlando in the State of Florida, the Orange County Convention Center, MEGACON Orlando, Informa Group plc and each of their parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, and agents (collectively, the “Released Parties”) from any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors that may affect the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys’ fees or other legal costs. **IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, DIRECT, INDIRECT, 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.**
9. **Privacy and Publicity.** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor’s use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
10. **Intellectual Property.** All Her Universe intellectual property, including, but not limited to, trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations are owned by Sponsor. All rights reserved. Unauthorized copying or use of any of Sponsor’s intellectual property without the express written consent of Sponsor is strictly prohibited.
11. **Governing Law, Arbitration, and Class Action Waiver.** THESE OFFICIAL RULES AND THE INTERPRETATION OF THESE OFFICIAL RULES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES, OR CONTROVERSIES BETWEEN YOU AND SPONSOR (AND ANY OTHER RELEASED PARTY), AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES, AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES, ANY AWARDS, PRIZES OR OTHER BENEFITS OBTAINED THROUGH THE SWEEPSTAKES, THESE TERMS AND CONDITIONS, AND/OR TO THE APPLICATION, ENFORCEABILITY, SCOPE, OR INTERPRETATION OF THIS AGREEMENT TO ARBITRATE (“DISPUTES”) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

ALL DISPUTES SHALL BE DETERMINED BY BINDING ARBITRATION: (1) ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”), PURSUANT

TO THE JAMS STREAMLINED ARBITRATION RULES & PROCEDURES EFFECTIVE JUNE 1, 2021 (THE “JAMS RULES”), AND AS MODIFIED BY THIS AGREEMENT TO ARBITRATE; (2) CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR; AND (3) TAKE PLACE TELEPHONICALLY UNLESS AN IN-PERSON HEARING IS SPECIFICALLY REQUESTED BY EITHER PARTY, IN SUCH CASE IN-PERSON HEARINGS SHALL TAKE PLACE AT A MUTUALLY AGREED UPON LOCATION, OR IF THE PARTIES CANNOT MUTUALLY AGREE UPON A LOCATION, THE COUNTY WHERE YOU RESIDE. TO THE EXTENT THAT THIS AGREEMENT TO ARBITRATE CONFLICTS WITH THE JAMS POLICY ON CONSUMER ARBITRATIONS PURSUANT TO PRE-DISPUTE CLAUSES MINIMUM STANDARDS OF PROCEDURAL FAIRNESS (THE “MINIMUM STANDARDS”), THE MINIMUM STANDARD IN THAT REGARD WILL APPLY.

DISPUTES MAY ALSO BE REFERRED TO ANOTHER ARBITRATION ORGANIZATION IF YOU AND SPONSOR AGREE IN WRITING, OR TO AN ARBITRATOR APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/> or by calling JAMS at 800-352-5267. To commence an arbitration, a Demand for Arbitration is required to be executed and served on Sponsor. Service of the Demand for Arbitration on Sponsor can be mailed to Hot Topic, Inc., ATTN: Hot Topic Legal Department, 18305 E. San Jose Ave., City of Industry, CA 91748, pursuant to the instructions provided by JAMS to submit a Dispute for arbitration.

BECAUSE THE SWEEPSTAKES PROVIDED TO YOU BY SPONSOR CONCERNS INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT (“FAA”) GOVERNS THE ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE CALIFORNIA STATE OR U.S. FEDERAL LAW MAY ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. YOU AND SPONSOR VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR SPONSOR HAVE TO A JURY TRIAL.

NO CLASS ACTIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND SPONSOR AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. NEITHER YOU NOR SPONSOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ENTRANTS/CONSUMERS, OR ARBITRATE ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Further, unless both you and Sponsor expressly agree otherwise, the arbitrator may not consolidate more than one person’s claim. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

In the event you commence arbitration, after Sponsor receives notice that you have initiated arbitration, Sponsor will promptly reimburse you for your payment of the filing fee and Sponsor will pay any case management fees associated with the arbitration and the professional fees for the arbitrator’s services.

12. **Winner’s List.** To request the name of the winner, send a self-addressed, stamped envelope to Her Universe, Attention: Social Media Marketing, 18305 E. San Jose Ave., City of Industry, California 91748. Requests must be received by February 11, 2025.
13. **Sponsor.** The Sweepstakes is sponsored by HU Merchandising, LLC, located at 18305 E. San Jose Ave., City of Industry, California 91748.

This Sweepstakes is not affiliated with MEGACON or FanExpo. MEGACON and FanExpo are not sponsors, co-sponsors, or administrators of this Sweepstakes.