

**Her Universe Fashion Show 2024 (“Fashion Show”) Design Competition
 (“Contest”) Official Rules (“Official Rules”)**

NO PURCHASE NECESSARY TO ENTER OR WIN.

By entering or otherwise participating in the Contest, you agree to be bound by these Official Rules.

1. **SPONSOR.** This Contest is sponsored by HU Merchandising, LLC (“**Her Universe**”), with its principal place of business at 18305 E. San Jose Avenue, City of Industry, California 91748.
2. **ELIGIBILITY.** To enter the Contest, you (the “**Entrant**”) must be: (a) a legal resident of the (50) United States, District of Columbia, Puerto Rico, or Canada (excluding Québec); (b) the age of majority or older¹ at the time of entry; and (c) have a valid email address. Residents of the U.S. Virgin Islands or any other U.S. territories and possessions, as well as residents of Québec, Canada, are not eligible to enter.
3. **EXCLUSIONS.** Individuals in any of the following categories are not eligible to enter the Contest: (a) any person who is at the time of entry an employee of Her Universe, Hot Topic, Inc. (“**Hot Topic**”) or Hot Topic, Inc. d.b.a. BoxLunch (“**BoxLunch**”); (b) any person who is an employee of a Hot Topic parent company, affiliate or subsidiary; (c) any person who is an employee of a Mattel, Inc. (“**Mattel**”); and (d) any person who is an immediate family member² of any person in categories (a)-(c) above.
4. **CONTEST ONLY OPEN TO INDIVIDUALS.** This Contest is only open to individuals. Any entries from an entity or group shall be invalid and disqualified.

STAGE 1: ENTRY

4. **SUBMISSION PERIOD.** Submissions will be accepted starting at 12:00 AM Pacific Time on March 29, 2024 and ending at 11:59 PM Pacific Time on April 29, 2024 (the “**Contest Submission Period**”).
5. **HOW TO ENTER.** To enter the Contest, visit www.HerUniverse.com/FashionShow (the “**Website**”) during the Contest Submission Period and submit between one (1) to three (3) designs (each a “**Design**”) with the submission form (the Design(s) and submission form will be collectively known as the “**Submission**”). Please read the Website carefully, as it may

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). The age of majority is 18 for all Canadian provinces except for: British Columbia (19), New Brunswick (19), Newfoundland and Labrador (19), North West Territories (19), Nova Scotia (19), Nunavut (19), and Yukon Territories (19).

² Immediate family member means biological or step, mother, father, sister, brother, daughter, son, dependent, or spouse of any of the foregoing.

provide important information about how to submit a Submission. All Submissions must be in a format acceptable by Her Universe.

6. **ONE SUBMISSION PER ENTRANT.** Only one (1) Submission is permitted per Entrant. Even though a Submission may contain up to three (3) Designs, only one (1) Design, if any, per Entrant will be chosen as a Finalist Design.
7. **SUBMISSION REQUIREMENTS.** All Designs must be a “Geek Couture” inspired fashion creation or outfit (but not a costume), and can be based on anything that is celebrated within the fandom community and/or at San Diego Comic-Con. You are free to draw inspiration from any movie, show, play, cartoon, character, scene, idea, or anything else in the fandom community, but the Design must be your original work. For example, Marvel’s Spider-Man might inspire you to create an original, unique work of fashion art, but the Design cannot be a Spider-Man costume. We also encourage you to be inspired by the decades of fashion, innovation, and geek couture celebrated by Her Universe and Mattel. Designs must be (i) wearable, (ii) able to be worn and displayed on a runway, and (iii) the Entrant’s own, original, expressive, and previously unpublished work.

Her Universe reserves the right to reject any Design that merely copies proprietary third party designs or that otherwise violates any third party intellectual property rights. The failure of Her Universe to inadvertently exercise this right will not relieve you of your representations and warranties set forth below.

Submissions must be received within the Contest Submission Period. No substitutions or new versions of Designs will be accepted once the original Submission is submitted for consideration. All Submissions and any other communication or information transmitted to Her Universe and/or the Website by electronic mail or otherwise is and will be treated as non-confidential.

Designs must not contain any material that:

- a. is obscene, offensive, harassing, sexually explicit or suggestive, violent, defamatory, derogatory or inappropriate, as determined by Her Universe in its sole discretion;
- b. invades or infringes the privacy or publicity rights of a third party;
- c. infringes upon the intellectual property rights of a third party;
- d. promotes firearms, illegal drugs, hate speech, dangerous or unsafe activities, or any political agenda or message; or
- e. communicates messages or images inconsistent with the Her Universe brand or the brands of any co-sponsors or affiliates of Her Universe, as determined by Her Universe in its sole discretion.

Any Submissions or Designs that do not comply with the above requirements are subject to disqualification, at the sole and absolute discretion of Her Universe.

STAGE 2: SELECTION OF FINALISTS

- 8. FINALISTS; JUDGMENT CRITERIA.** Her Universe will select up to twenty-five (25) Entrants (each a “**Finalist**”) to advance to the final stage of the Contest, where Finalists will create their Designs and display them at the Fashion Show!

All Designs will be reviewed from April 30, 2024 through May 16, 2024 (“**Finalist Judging Period**”). During the Finalist Judging Period, the judges will review all eligible Designs and select Finalists. Finalists will be selected based on the following criteria:

- Creativity and Imagination – The creativity and imagination of the Design, including any background or stories that inspired the Design.
 - Aesthetics – The eye appeal of the Design.
 - Feasibility – How likely or unlikely it is that the Entrant can bring the Design to life for use in a fashion show.
 - Geek Couture – Whether the Design embodies the spirit and goal of Geek Couture and the Her Universe brand.
- 9. NOTIFICATION OF FINALISTS.** Each selected Finalist will be notified no later than May 17, 2024 by telephone, Zoom, video chat, e-mail, and/or mail address using the contact information provided in the Submission. Her Universe may record any phone call, Zoom conversation, or video chat to document each selected Finalist’s reaction. If the Finalist submitted multiple Designs in their Submission, Her Universe will specify which Design has been selected.

If Her Universe is unable to contact a selected Finalist (for instance, the communication is returned as unclaimed or undeliverable due to an invalid email address), or if a selected Finalist fails to respond to the notification within the time required by Her Universe, such Finalist will forfeit their opportunity and an alternate Finalist may be selected. If a Finalist declines an opportunity to participate, or is otherwise found ineligible or to participate, then such Finalist will be disqualified and an alternate Finalist may be selected.

In order to participate in the next stages of the Contest and the Fashion Show, Finalists may be required to execute an Affidavit of Eligibility, a Liability Waiver & Release, Appearance Release, Authorization to Conduct Background Check, or and any other forms requested by Her Universe (collectively, “**Finalist Participation Documents**”). Finalists must execute and return all Finalist Participation Documents requested by Her Universe by the deadline provided. If a Finalist fails to sign and return the Finalist Participation Documents by the stated deadline, they will be disqualified and an alternate Finalist may be selected.

STAGE 3: BRINGING THE DESIGN TO LIFE

- 10. FINALISTS REQUIREMENTS.** If selected, Finalists will get to bring their Design to life and show it off at the Her Universe Fashion Show!

The following terms and conditions apply to all Finalists.

- a. Creating and Constructing the Design. Finalists will be required to create and construct their selected Designs at their expense and by a specified deadline. Finalists will be responsible for any and all supplies, fabrics, materials, labor and costs necessary to construct their Designs. If a Finalist is unable to complete their design by the deadline set by Her Universe, they may be disqualified.
- b. Travel. Finalists will be responsible for paying all costs and expenses related to their travel and attendance at the Fashion Show. This includes airfare to and from San Diego, California, lodging, and any local travel (e.g., taxis) to and from the Manchester Grand Hyatt Hotel where the Fashion Show and pre-Fashion Show rehearsals will be held.
- c. Models. Finalists will be required to use their own models to display their Designs at the Fashion Show. Finalists will be responsible for any costs and expenses associated with such models, including any travel, lodging, makeup and hair, or other expenses associated with the model's attendance and participation in the Fashion Show. Finalists are free to serve as their own models if they wish.
- d. Rehearsals. Finalists and their models will be required to attend mandatory dress rehearsals on July 24, 2024 at the Manchester Grand Hyatt Hotel in San Diego, California.
- e. Attendance at Fashion Show. Finalists will be required to attend the Fashion Show on July 25, 2024 at the Manchester Grand Hyatt Hotel in San Diego, California
- f. Submission of Materials. Finalists will be asked to submit additional materials related to the Contest for use at the Fashion Show, such as video interviews, biographies, and other information. Reasonable deadlines will be set so that all Finalists will have reasonably adequate time to provide such material.

Finalists who do not or cannot comply with the above requirements may be disqualified at the sole discretion of Her Universe.

STAGE 4: FASHION SHOW/FINAL COMPETITION

11. FINAL COMPETITION. The final competition will take place at the Fashion Show. During the Fashion Show, Finalists will present their Designs to the judges and the audience. Winners will be selected at the event.

12. JUDGMENT CRITERIA FOR WINNERS. Finalist Designs will be judged according to the same criteria used for selecting Finalists, along with the following additional criteria:

- Execution – Converting the Design (as a sketch) into wearable fashion creation;
- Skill – The skill and technique in constructing the Design; and
- Quality – The overall quality of the Design as exhibited in the Fashion Show.

13. SELECTION OF WINNERS. Two (2) winners (each a “**Winner**” and collectively, the “**Winners**”) will be selected at the Fashion Show. One Winner will be selected by the judges according to the aforementioned criteria, and another winner will be selected by the audience.

- 14. PRIZE.** Each Winner will each receive a prize of two thousand U.S. dollars (\$2,000.00 USD) (each a “**Prize**”).

OTHER TERMS AND CONDITIONS

- 15. ODDS OF SELECTION.** The odds of being selected at any stage in the Contest depends on the relative performance of all Entrants with respect to the judging criteria.
- 16. RESPONSIBLE BEHAVIOR.** While participating in the Contest (including at the Fashion Show), all Entrants (including Finalists) shall conduct themselves at all times with due regard to public conventions and morals and shall not commit any act that would defame or damage the reputation of Her Universe, Hot Topic, BoxLunch, or the officers, directors, employees, agents, affiliates, subsidiaries and parent companies of each of the foregoing. Her Universe may, in its sole discretion, disqualify an Entrant or Finalist immediately if: (a) Entrant commits any act or becomes involved in any situation or occurrence that brings Entrant into public contempt, scandal, or ridicule, and such behavior has, in Her Universe’s reasonable judgment, a negative impact on the Fashion Show or Her Universe’s reputation, or (b) the Entrant makes any intentionally misleading, deceptive, or fraudulent statement about Her Universe, Hot Topic, or BoxLunch, or the officers, directors or employees of any of the foregoing.
- 17. RIGHTS TO SUBMISSIONS.** By entering the Contest, you grant to Her Universe, Hot Topic, their parent companies, affiliates and subsidiaries, Mattel, and the licensees and designees of each of the foregoing (collectively, the “**Sponsor Parties**”) the non-exclusive and royalty-free right, license and permission to copy, transmit, reproduce, publish, post, broadcast, display, publicly perform and otherwise use your Design(s), in any and all formats and media, including but not limited to on websites, social media, and print publications, for purposes of administering, judging, covering, recapping, marketing and promoting the Contest. This right and permission includes the right to take photographs and videos of your Design as you present it at the Fashion Show, and use said photographs and videos to promote or recap the Fashion Show and any future contests held by Her Universe.
- 18. TECHNICAL ISSUES.** Her Universe does not warrant that administration of the Contest will be uninterrupted or error free. Her Universe is not responsible for any problems that may arise due to: (a) lost, interrupted, inaccessible or unavailable internet, networks, servers, satellites, Internet Service Providers, websites, or other internet connection, availability, or accessibility problems; (b) technical issues or malfunctions of any kind, including hardware or software malfunctions, computer malfunctions, printing errors, or any malfunctions in the Website; (c) any failures to deliver or receive communications of any kind; (d) unauthorized human intervention in the competition at any point, including any computer viruses, malicious software, or cyber-attacks that affect the administration of the Contest; (e) any other errors of any kind, human or mechanical, in the administration of the competition, the processing of entries, or the selection of Finalists or Winners; or (f) damage to a user’s computer system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.
- 19. PUBLICITY RIGHTS.** To the extent your name, image, biographical, or other personal information is collected in connection with the Contest, you hereby irrevocably grant and license to Sponsor Parties the right to reproduce, display, digitize, and use your name, image, likeness, appearance, biographical information, social media handles, and any other personal

indicia in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to internet streaming, websites, social media, mobile applications, television broadcast, and print publications, for purposes of administering, holding, and recording the Contest and Fashion Show, as well as advertising and promotional purposes related to the Contest and Fashion Show, including any post-Contest or post-Fashion Show recaps, media or promotional materials created for the benefit of Sponsor Parties.

20. WAIVER AND RELEASE. By participating in the Contest, you hereby irrevocably release, discharge, and hold harmless Sponsor Parties from any and all claims, demands, actions, suits or damages that you or your agents or assigns may have against Her Universe or any other Sponsor Party arising out of or related to the Contest or Fashion Show, your participation in the Contest or the Fashion Show, or the use of your Designs in connection with the Contest and Fashion Show, including but not limited to claims for: (i) physical injuries or property damage; (ii) patent, copyright or trademark infringement; (iii) invasion of privacy; (iv) violation of rights of publicity; (v) infringement of moral rights, (vi) libel or defamation; (vii) physical or emotional injury or distress; or (viii) any similar claim or cause of action in tort, contract, or any other legal theory.

21. BACKGROUND CHECK. Sponsor reserves the right at any point in its sole discretion to disqualify a Finalist if, based on the results of a background check, Her Universe concludes that the Finalist, based solely on Her Universe's standards, is not fit to participate in the Fashion Show.

22. TAXES. Taxes on Prizes and any other prizes awarded in connection with the Contest are the sole responsibility of the Finalists and the Winners.

23. CONDITIONS OF ENTRY AND ACKNOWLEDGMENTS.

By entering this Contest, you represent, warrant, acknowledge and agree that:

- a. Her Universe and the Sponsor Parties will not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from your participation in the Contest or any Contest-related activity.
- b. You will be responsible for any taxes for any prizes you receive in connection with the Contest.
- c. With regard to each Design you submit as part of the Contest: (i) you are the author, originator, creator and owner of all rights, including all intellectual property rights, to the Designs; (ii) your Designs do not and will not infringe upon or violate the intellectual property rights of any third parties; and (iii) you have not previously assigned, transferred, licensed, or otherwise encumbered the intellectual property rights in the Design, or any elements thereof, to any third party. You hereby agree to indemnify, defend, and hold Her Universe and the Sponsor Parties harmless from and against any and all third-party claims, lawsuits actions, or proceedings arising from the claim that your Design infringes upon the intellectual property rights of a third-party.
- d. With respect to any claim by you arising out of or in connection with the Contest or Her Universe's use of any Designs or other material submitted in connection with the Contest, the damage, if any, thereby caused to you will not be irreparable or otherwise

sufficient to entitle you to seek injunctive or other equitable relief, and your rights and remedies in any such event will be strictly limited to the right to recover damages, if any, in an action at law.

24. GOVERNING LAW; DISPUTE RESOLUTION; NO CLASS ACTIONS.

- a. 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, United States of America, without regard to its conflicts of laws principles.
- b. ARBITRATION. YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND HER UNIVERSE, OR ANY OTHER SPONSOR PARTY, ARISING OUT OF OR RELATING TO THE CONTEST, YOUR PARTICIPATION IN THE CONTEST, YOUR DESIGNS (OR HER UNIVERSE'S USE THEREOF), THE PRIZES AWARDED UNDER THE CONTEST OR YOUR USE OF THE PRIZE, OR THESE TERMS AND CONDITIONS WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION. ALL DISPUTES WILL BE DETERMINED BY BINDING ARBITRATION (1) ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO THE JAMS STREAMLINED ARBITRATION RULES & PROCEDURES IN EFFECT (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 WILL TAKE PLACE IN 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 HER UNIVERSE 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 Her Universe. Service of the Demand for Arbitration on Her Universe can be mailed to the Hot Topic Legal Department, 18305 E. San Jose Ave., City of Industry, CA, 91748, pursuant to the instructions provided by JAMS to submit a demand for arbitration. Service of the Demand for Arbitration on you will be sent to the address associated with your account or your residence. Further instructions on submitting a Demand for Arbitration can be found at https://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf. Hot Topic will bear the cost of your initial filing fee.
- c. NO CLASS ACTIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND HER UNIVERSE AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION. NEITHER YOU NOR HER UNIVERSE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER AMBASSADORS/PARTICIPANTS/ CONSUMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR

IN A PRIVATE ATTORNEY GENERAL CAPACITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW. Further, unless both you and Her Universe expressly agree otherwise, the arbitrator may not consolidate more than one person's claim.

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

25. RESERVATION OF RIGHTS. Her Universe reserves the right in its sole discretion to cancel, modify, or suspend this Contest at any time if fraud, technical failures, including any network server or hardware failure, viruses, cyber-attacks, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper play of the Contest and, if cancelled, at Her Universe's discretion, to select the Finalists from all eligible entries using the procedure outlined above.

26. VIOLATIONS. Her Universe reserves the right in its sole discretion to disqualify any Entrant who violates these Official Rules. Furthermore, if an Entrant or other individual attempts to deliberately damage any website or undermines the legitimate operation of this Contest, Her Universe reserves the right to seek remedies and damages from any such individual through criminal or civil actions, to the fullest extent permitted by law, including criminal prosecution.

27. DESIGN OPPORTUNITIES. Her Universe reserves the right, in its sole discretion, to provide any Entrant the opportunity to design an exclusive collection for Her Universe. This opportunity is NOT part of the Contest or Prize and will require a separate agreement between Her Universe and the applicable Entrant.

28. SEVERABILITY. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official 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.

29. WINNER'S LIST. For a list of the winners, send a self-addressed postage stamped envelope to: Her Universe, Attention: Her Universe Fashion Show, 18305 E. San Jose Ave., City of Industry, California 91748, to be received by May 12, 2025.

30. PRIVACY POLICY. To see how we use personal information obtained in connection with this Contest, please visit our [Privacy Policy](#). Personal information may be collected, used, or disclosed. Neither Her Universe nor Sponsor Parties will sell, share, or otherwise disclose personal information of Entrants collected through this Contest with third parties or agents, other than to third parties or agents engaged by Her Universe to fulfill the above purposes or as permitted or required by the applicable laws. If you are selected as a Winner, your information may also be included in a publicly- available winner's list.