



## Submission Form X-Blades Fan-Art-Contest

Agreement between

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail-Address: \_\_\_\_\_

Date of birth: \_\_\_\_\_

and TopWare Interactive Inc., 3960 Howard Hughes Parkway, Las Vegas, Nevada 89109, USA.

1. I represent and warrant that the Materials do not infringe any copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party and that you have the full and unrestricted right to transfer the Materials to TopWare free and clear of any claims or encumbrances.
2. I agree to hold TopWare and its officers, directors, employees, agents, successors, and assigns harmless from and against—and hereby waive any right to pursue—any claims of any nature arising in connection with TopWare's use of the Materials submitted to TopWare and used in any manner in TopWare's sole and absolute discretion.
3. All materials submitted by me to TopWare shall become the sole and exclusive property of TopWare, and TopWare shall have no obligation to preserve, return, or otherwise make available to you or others any Materials.

Furthermore I accept the following Terms & Conditions:

1. This contest is arranged by TopWare Interactive Inc., 3960 Howard Hughes Parkway, Las Vegas, Nevada 89109
2. This Contest is void where prohibited by applicable law.
3. Contest deadline is August 31st, 2008. TopWare reserves the right in its sole and absolute discretion to terminate the contest at any time without prior notice.
4. No purchase or payment of any consideration is necessary to enter the contest.
5. Entrants must send entries as required in the contest announcement in order to be eligible. Entries received after the deadline set forth in the contest announcement are ineligible, null, and void. TopWare will not be responsible for and will not consider incomplete or incorrect entries. TopWare is not responsible for entries that are sent but not received by TopWare for any reason.
6. Winners will be chosen by a jury. The jury's decision is final and not negotiable.
7. All winners will be notified via e-mail. If the winner does not respond to the notification within five (5) business days, another winner will be chosen. Failure to respond within five (5) business days shall mean that the winner



forfeits the prize. Winners may not request substitutions of prize winnings. All winners are solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred.

8. Winners will be awarded: 1st prize: 3.000 US\$, 2nd prize: 2.000 US\$, 3rd prize: 1.000 US\$

All entrants take part in a raffle of 20 game-packs worth 200 US\$ each. Entries printed in the art book will be awarded 100 US\$.

9. The maximum number of entries per contestant is five (5). If a contestant supplies more than one (1) entry, the contestant cannot win more than (1) prize. If more than one (1) entry is printed in the art book the contestant will be honored with 100 USD per entry printed.

10. All graphics, drawings, and any other content or information (collectively and severally, "Materials") submitted by you to TopWare shall become the sole and exclusive property of TopWare, and TopWare shall have no obligation to preserve, return, or otherwise make available to you or others any Materials.

11. By submitting Materials, you represent and warrant that the Materials do not infringe any copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party and that you have the full and unrestricted right to transfer the Materials to TopWare free and clear of any claims or encumbrances.

12. The contestant acknowledges and agrees that TopWare shall have no obligation to post, display, or otherwise make publicly available any Materials submitted by him/her.

13. The contestant agrees to hold TopWare and its officers, directors, employees, agents, successors, and assigns harmless from and against and hereby waive any right to pursue any claims of any nature arising in connection with TopWare's use of the Materials submitted to TopWare and used in any manner in TopWare's sole and absolute discretion.

14. All submissions shall be accompanied by a signed submission form and shall be accompanied by an obligatory vita with picture of the author. Forms can be downloaded [here](#).

15. By entering a contest, the contestant conclusively is deemed to have agreed to be bound by these contest rules and terms and conditions as well as by any rules specific to such contest. This is an irrevocable condition of entry.

16. TopWare reserves the right to condition the award of prizes upon the execution by the winner(s) of a publicity release. Notwithstanding this reserved right, entry is conclusively deemed to be permission by the entrant to use the entrant's name (without compensation to the entrant) if the entrant is a winner to publicize the contest and otherwise, as determined by TopWare, unless prohibited by law.

17. TopWare reserves the right to require the winner to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize or award.

18. Technical specifications: Computer generated graphics shall be submitted as uncompressed TIFF, TGA (with alpha channel if applicable) or as layered PSD in at minimum A4 size 300 dpi resolution. Paintings or sketches shall be submitted as hires scan in minimum 300 dpi (TIFF or TGA). All submissions shall be accompanied by a signed submission form. Submissions have to be accompanied by an obligatory vita with picture of the author

19. All submissions shall be delivered on DVD/original drawing by mail to TopWare, Ottostrasse 3, 76275 Ettlingen, Germany. There is also the possibility to deliver it to FTP.

20. If any provision of these terms are not legally effective either wholly or in part, and/or lose their legal effectiveness at a later date, this shall not affect the validity of the remaining provisions of the terms, and the applicable court or arbitrator shall construe the remaining provisions to most closely effect the intent of the parties expressed in such invalid or ineffective term

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Date

Signature