

The Evil Within™ Custom Xbox One Halloween Giveaway Contest

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **'The Evil Within' Custom Xbox One Halloween Giveaway Contest** (the “Contest”) is sponsored by Bethesda Softworks LLC (the “Sponsor”). For the purposes of the Contest, the “Contest Group” is composed of the Sponsor, together with its affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.

1. CONTEST PERIOD

The Contest starts on Monday, **October 27th, 2014** at 10:00:00 a.m. Eastern Daylight Time (“EDT”) and ends on Friday, **October 31st, 2014** at 11:59:59 p.m. EDT (the “Contest Period”).

2. ELIGIBILITY

All participants must be 18 years of age or older at the time of entry, must possess a valid form of identification and be a legal resident of one of the 50 United States (or the District of Columbia) excluding the territories, military installations and commonwealths or (ii) Canada. All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or taxed by law. Excluded from eligibility are officers, directors, employees, agents and representatives of Sponsor, each of its respective parent, affiliated or related companies, agencies, suppliers of the materials and services related to this Contest, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and sales representatives.

3. HOW TO ENTER

NO PURCHASE NECESSARY. Internet access and a valid Twitter and/or Facebook account required. There are two (2) ways to enter the Contest:

(1) Enter through Facebook:

Login to your Facebook account and visit <https://www.facebook.com/TheEvilwithin> and locate our Halloween Custom Console post. Select the “Share” option to share the post with your friend to receive one (1) entry into the Event Contest. In order for your entry to be valid, your Facebook Account must be public and thus viewable by the Sponsor and its agents.

(2) Enter through Twitter:

Login to your Twitter Account and ‘Follow’ @TheEvilWithin and @Xbox. Then, retweet our Halloween contest tweet featuring an image of the console or create a tweet featuring the hashtag #HalloweenTakesHold and mentions for @Xbox and @TheEvilWithin to receive one (1) entry into the Event Contest. In order for your entry to be valid, your Twitter Account must be public and thus viewable by the Sponsor and its agents.

Once your submission is received, you will receive one (1) entry (each an “Entry” or collectively, the “Entries”) into the Contest. By submission of an Entry, you confirm that you have read, understood and agree to abide by the Official Contest Rules. Your submission must adhere to the Eligibility Criteria listed above or your submission will be void and ineligible for entry into the Contest. You represent and warrant that your submission is not libelous, defamatory, profane, or obscene and does not infringe upon the intellectual property rights, rights or privacy or personality or any other statutory or common law rights of any other person. Limit: One (1) Entry per person during the Contest Period. Entry must be submitted by the entrant him or herself. Entrant may only use one (1) Twitter account or one (1) Facebook account in connection with this Contest. Any attempts to exceed the maximum number of Entries per person is a violation of these Official Contest Rules and may result in disqualification. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

4. HOW TO WIN

On or about **Wednesday, November 5th, 2014** (the “Draw Date”) in Rockville, Maryland, a random draw will be conducted from all Entries received during the Contest Period. There are two (2) prizes available to be won. See Prize Claim Conditions in Rule 5 below. Odds of being selected as eligible to win a prize in this Contest will depend on the total number of eligible Entries received during the Contest Period.

5. PRIZE CLAIM CONDITIONS

The selected entrant will be notified by Sponsor within approximately forty-eight (48) hours of the Draw Date at the Twitter or Facebook account used by the entrant to submit the Entry. The selected entrant may also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written affidavit of eligibility (or declaration and release) and publicity release form (collectively, the “Release”), releasing the Contest Group from any liability in connection with this Contest or the acceptance, possession, use or misuse of any prize. Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) days of first attempt by Sponsor or Sponsor’s agent, failure to provide proof of eligibility (if requested), Release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question (as applicable), or other non-compliance with these Official Contest Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited prize at random from all remaining eligible Entries received, who will be subject to disqualification in the same manner. Residents of Canada Only: Before being declared a winner, each selected entrant may first be required to correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone.

6. PRIZES

There are two (2) prizes available to be won, consisting of the following:

- The Evil Within Custom Xbox One. The “Asylum” design will be awarded to our Facebook winner and the “Piercing Eye” design will be awarded to our Twitter winner.

Approximate Retail Value (“ARV”) of each prize: \$400.00 USD

The Prizes will be delivered only to verified winners. ARV determined as of October 23rd, 2014. Prices are subject to change; retailers may sell for less. Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Contest Group reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes. Sponsor makes no representations or warranties with respect to any prize. Prizes include delivery to one (1) U.S. or Canadian address only, as supplied by selected winner. Winners will be responsible for all taxes (federal, state, and local) and all expenses not listed herein related to acceptance and use of any prize. Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service (IRS).

7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. Residents of Canada Only: The Contest Twitter and Facebook websites may be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

By accepting a prize, winner agrees to Sponsor’s use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Contest winner information may be used by the Sponsor to communicate about the Contest to its retailers and distributors.

For further information about Sponsor’s privacy practices, please see Sponsor’s Privacy Policy at: http://www.zenimax.com/legal_privacy.htm.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Sponsor reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the “Régie”) with respect to residents of Quebec to terminate, suspend or modify this Contest, or these Official Contest Rules, in whole or in part, at any time and without notice or obligation if, in Sponsor’s sole opinion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, and subject only to the approval of the Régie in Quebec, void any suspect Entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the

Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

9. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Contest Rules. Decisions of Sponsor and/or any independent contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, state, provincial and local laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest websites or apps, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the Twitter account used to submit the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the Twitter account by Twitter Inc. The potential winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CONTEST GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITES, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the

exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Contest Group and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest website users, or 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 submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

11. QUEBEC RESIDENTS ONLY

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

12. TWITTER AND FACEBOOK DISCLAIMER.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook. In entering the Contest, entrants are providing information to Sponsor and not to Twitter or Facebook. By entering the Contest, each entrant releases Twitter and Facebook completely from any liability in respect of the Contest.

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