

## **Pax Prime Photo Experience Custom Fallout® 4 Xbox One Sweepstakes**

### **OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **The Pax Prime Photo Experience Custom Fallout® 4 Xbox One Sweepstakes** (the “Sweepstakes”) is sponsored by Bethesda Softworks LLC (the “Sponsor”). For the purposes of the Sweepstakes, the “Sweepstakes 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 Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and their respective officers, directors, employees, agents, and other representatives.

#### **1. SWEEPSTAKES PERIOD**

The Sweepstakes starts on **Friday, August 28<sup>th</sup>, 2015** and ends on **Monday, August 31<sup>st</sup>, 2015** during the following times when the Bethesda booth is open from 10:00:00 AM Pacific Daylight Time (“PDT”) to 6PM PDT (the “Sweepstakes 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. 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 Sweepstakes, 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. There are two (2) ways to enter the Sweepstakes:

**(1) Enter by attending the PAX Prime tradeshow:** Visit the PAX Prime Seattle 2015 tradeshow event (the “Event”), locate the Bethesda Softworks booth, pick up a printable card that features three game logos from Fallout® 4, DOOM® and Dishonored® 2 and print your name, email address and phone number on the card. Then, pose for a picture in the DOOM®, Fallout® 4 and Dishonored® photo opportunities in the Bethesda booth. After completion of each photo opportunity, present your printable card to a Bethesda booth staff member who will use a custom hole punch designating your completion of each photo opportunity. Then, submit your three hole punched printable card in the designated receptacle for printable cards to receive one (1) entry per day into the Event Sweepstakes.

**(2) Enter without attending the Event:** Internet access and Twitter account required.

Log into your Twitter Account and “Follow” @Fallout and @Xbox. Then, retweet the official Fallout tweet using the #VaultOneEleven hashtag to receive one (1) entry into the Event Sweepstakes. 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 Sweepstakes. By submission of an Entry, you confirm that you have read, understood and agree to abide by the Official Sweepstakes Rules. Your submission must adhere to the Eligibility Criteria listed above or your submission will be void and ineligible for entry into the Sweepstakes. 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 Sweepstakes Period. Entry must be submitted by the entrant him or herself. If entering via Twitter, entrant may only use one (1) Twitter account in connection with this Sweepstakes. Any attempts to exceed the maximum number of Entries per person is a violation of these Official Sweepstakes 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 **5:00 pm PDT on Friday August 28<sup>th</sup>, 2015 through Sunday, August 30<sup>th</sup>, 2015** and **6:00pm CDT on Monday, August 31<sup>st</sup>, 2015** in the Bethesda booth, a random draw will be conducted from all Entries received each day at the Event and on or about **September 1<sup>st</sup>, 2015** in Rockville, Maryland, a random draw will be conducted from all Entries received via Twitter, during the Sweepstakes Period (the “Draw Dates”). There are five (5) prizes available to be won, one for each day of the Event and one (1) for the Entries submitted via Twitter. See Prize Claim Conditions in Rule 5 below. Odds of being selected as eligible to win a prize in this Sweepstakes will depend on the total number of eligible Entries received during the Sweepstakes Period.

#### **5. PRIZE CLAIM CONDITIONS**

The selected entrants will be notified by Sponsor within approximately forty-eight (48) hours of the Draw Date(s) at the email account listed on the printable card submitted by the entrant or at the Twitter account used by the entrant to submit the Entry. The selected entrants 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 Sweepstakes Group from any liability in connection with this Sweepstakes 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 Sweepstakes 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. The winner of any one drawing is ineligible for another drawing.

## **6. PRIZES**

There are five (5) prizes available to be won, consisting of the following:

- Fallout(4) Custom Xbox One

Approximate Retail Value ("ARV") of the prize: \$599.00 USD

The Prizes will be delivered only to verified winners. ARV determined as of August 25th, 2015. 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 Sweepstakes 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 U.S. addresses only, as supplied by selected winners. 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 Sweepstakes for the purposes of administering the Sweepstakes and prize fulfillment. By entering this Sweepstakes, you consent to such collection, use, and disclosure of your personal information.

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 Sweepstakes 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 Sweepstakes winner information may be used by the Sponsor to communicate about the Sweepstakes 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](http://www.zenimax.com/legal_privacy.htm).

## **8. 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 Sweepstake Rules. Decisions of Sponsor and/or any independent sweepstakes judging organization will be final and binding on all matters pertaining to this Sweepstakes. Sweepstakes 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 Sweepstakes Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Sweepstakes Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Sweepstakes Rules is determined to be invalid or otherwise unenforceable, then the Official Sweepstakes 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 Sweepstakes and/or Sweepstakes websites or apps, violates the Official Sweepstakes 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 SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 name of the person on the printable card (if entry was at the Event) or 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.

#### **9. LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SWEEPSTAKES 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 SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES 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 Sweepstakes 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 Sweepstakes website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes; (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.

#### **10. TWITTER DISCLAIMER.**

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

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