

## **12 Days of Bethesda – Holiday Sweepstakes**

### **OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **12 Days of Bethesda – Holiday 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 **Wednesday, December 13<sup>th</sup>, 2017** at approximately **1:00 p.m. EST** and ends on **Sunday, December 24<sup>th</sup>, 2017** at **12:59 p.m. EST** (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, 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. **Enter via Twitter:** Internet access and Twitter account required.

Each day during the Sweepstakes Period, Sponsor will Tweet a picture of a Sponsor game-related prize giveaway for that day, with hashtag #BethesdaXmas via its Twitter account @Bethesda (the “Daily Sweepstakes Tweet”). To enter the Sweepstakes, log into your Twitter account and “Follow” @Bethesda. Then, retweet the Daily Sweepstakes Tweet by 12:59 p.m. EST the following day to receive one (1) entry into the 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 these Official Sweepstakes Rules. You must satisfy the eligibility requirements listed in Section 2 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, privacy or personality or any other statutory or common law rights of any other person. Limit: One (1) Entry per person per day during the Sweepstakes Period. Entry must be submitted by the entrant him or herself. You may only use one (1) Twitter account in

connection with this Sweepstakes. Any attempt 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. Limit: One (1) prize per person.

#### **4. HOW TO WIN THE SWEEPSTAKES**

At approximately **12:59 pm EST** each day between December 14th, 2017 and December 24th, 2017, a random draw will be conducted from all eligible Entries received via Twitter since the previous day's Daily Sweepstakes Tweet was posted (the "Draw Dates"). See Prize Claim Conditions in Section 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 each day during the Sweepstakes Period.

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

The selected entrants in the Sweepstakes will be notified by Sponsor within approximately forty-eight (48) hours of the respective Draw Date(s) via the Twitter account used by the entrant to submit the Entry. 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, 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. With respect to the Sweepstakes the winner of any one drawing is ineligible for another drawing.

#### **6. PRIZES**

There will be twelve (12) winners. Each winner will receive a prize(s) consisting of a Bethesda game, game credits, and/or game-themed authorized collectible(s), that will be displayed in the Daily Sweepstakes Tweet from the day that each selected entrant is selected. Selected entrants will be provided with a written description of the Bethesda related prize(s) they have been selected for and of the approximate retail value of the prize(s) prior to being required to accept the prizes, which shall not exceed \$600 per prize(s).

The Prizes will be delivered only to verified winners by January 31<sup>st</sup>, 2018. ARVs determined as of December 2017. 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 a 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 and/or claim a prize for the purposes of administering the Sweepstakes and prize fulfillment. By entering the 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 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 Sweepstakes Rules. Decisions of Sponsor and/or any independent sweepstakes judging organization will be final and binding on all matters pertaining to the Sweepstakes. The 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 THE 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 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 THE SWEEPSTAKES, ENTRANTS AGREE THAT THE 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 are 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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