

## ***The Elder Scrolls® V: Skyrim™***

### **Custom Console Twitter Sweepstakes**

#### **OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ***The Elder Scrolls® V: Skyrim™*** (“***Skyrim***”) **Custom Console Twitter 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 **Tuesday, October 25th** at approximately 11:00:00 a.m. Eastern Daylight Time (“EDT”) and ends on **Thursday, October 27th** at 10:59:59 a.m. EDT (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 (i) 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 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; REPRESENTATIONS AND WARRANTIES; OWNERSHIP OF SUBMISSIONS**

NO PURCHASE NECESSARY. Internet access and a valid Twitter account required. To enter the Sweepstakes, entrant must

(i) **Follow official Elder Scrolls Twitter account used to submit the entry**, located at (<https://twitter.com/ElderScrolls>)

(ii) **Retweet the @ElderScrolls tweet that references the Custom Skyrim console giveaway** during the Sweepstakes Period (the “**Submission**”) through your valid Twitter account with hashtag **#SpecialEditionConsole**.

No other method of entry will be accepted.

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. 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 per entry method during the Sweepstakes Period. Entry must be submitted by the entrant him or herself. Entrant 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.

#### **4. HOW TO WIN**

On or about **October 27<sup>th</sup>, 2016** (the “**Draw Date**”) in Rockville, Maryland, a random draw will be conducted from all Entries received during the Sweepstakes Period. There are two (2) prizes available to be won. See Prize Claim Conditions in Rule 5 below. The odds of being selected to win the prize in this Sweepstakes will depend on the total number of eligible Entries per entry method received during the Sweepstakes Period.

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

The selected entrants will be notified by Sponsor at the social media 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), a release of liability and assignment of intellectual property, 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.

#### **6. PRIZES**

**One (1) First Place Winner** will receive one (1) Skyrim Custom Console Xbox One S (Approximate Retail Value (“ARV”) of the prize = US\$399.99).

**One (1) First Place Winner** will receive one (1) Skyrim Custom Console Sony Playstation® 4 Pro (ARV of the prize = US\$399.99).

The Prizes will be delivered only to verified winners. ARVs determined as of October 19<sup>th</sup>, 2016. 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. The Prizes includes shipping and delivery to a U.S. or Canada address only, as supplied by the selected winners. The selected 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 who is U.S. resident 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 entering the Sweepstakes, you grant Sponsor the right to use and reuse, in any media, your name, photograph, likeness, and if made available, biographical 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.

Any personal information received as part of this Sweepstakes will be used by Sponsor, its affiliates and its advertising and marketing agencies involved in this Sweepstakes for the purpose of the administration of the Sweepstakes only. Sponsor's privacy policy will apply to this Sweepstakes and to all information that we receive from your entry. 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. RIGHT TO VOID/TERMINATE/SUSPECT/MODIFY**

If the Sweepstakes, or any part thereof, is not capable of running as planned for any reasons, 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 the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor may, in its sole discretion, void any suspect Entries and: (a) terminate the Sweepstakes or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant portion, in a manner that best conforms to the spirit of these official Terms and Conditions; 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.

FOR CANADIAN RESIDENTS ONLY: 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 Sweepstakes, or these Official Sweepstakes 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 Sweepstakes Rules. Without limiting the generality of the foregoing, if the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant portion, in a manner that best conforms to the spirit of these Official Sweepstakes 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 Sweepstakes 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 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 authorized account holder of the Twitter account used to submit the entry on the date the entry was submitted 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 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.

## **11. GOVERNING LAW**

This Sweepstakes is governed by U.S. law and is subject to all federal, state, and local laws and regulations. Void in Puerto Rico, all U.S. territories and possessions, overseas military installations and wherever prohibited by law. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved under the laws of the State of Maryland, without respect to any conflict of law issues, and you agree that such shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. Federal and State Courts of Montgomery County, Maryland, U.S.A.

## **12. 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.

### **13. TWITTER DISCLAIMER.**

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Twitter Inc. 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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