

**‘Fallout® 76 Vault Boy Statue Giveaway’
 (“Promotion”)**

OFFICIAL TERMS & CONDITIONS

These are the official rules (“*Terms and Conditions*”) that govern how the **‘Fallout® 76 Vault Boy Statue Giveaway’** promotion (the “*Promotion*”) will operate. The Promotion is sponsored by ZeniMax Europe Limited, trading as Bethesda Softworks, a ZeniMax Media Company, with a principal office at 28-29 Haymarket, London, SW1Y 4SP. “*Bethesda*”, “*we*”, “*our*”, and “*us*” refer to ZeniMax Europe Limited, “*you*”, “*yourself*”, “*your*” refers to an eligible Promotion entrant. When we refer to the “*Territory*” in these Terms and Conditions, we mean the **United Kingdom**. For the purposes of the Promotion, the “*Promotion Group*” is composed of Bethesda, 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 Promotion, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Promotion and their respective officers, directors, employees, agents, and other representatives. When entering into this Promotion, you should carefully read these Terms. By entering the Promotion you acknowledge, agree and accept these Terms and Conditions and will be bound by them.

1. PROMOTION PERIOD

The Promotion starts on **Thursday 20th September 2018 at approximately 10:00am BST** and ends on **Sunday 23rd September 2018 at approximately 23:59pm BST** (the “*Promotion Period*”).

2. ELIGIBILITY

The Promotion is open to anyone residing in the Territory who is **18 years of age or older** (the “*Required Age*”) at the time of entry and capable of being bound by these Terms and Conditions. You must be able to prove your age and identity and may be required to provide your valid passport, driving licence or other official identification. Members of the Promotion Group are not eligible to enter the Promotion, nor are members of their families (defined as parents, children, siblings, and spouse and life partners) or government officials of the Territory. You are also not eligible if you were or are involved in any part of the administration or execution of this Promotion. Please note that this Promotion is void outside of the Territory and wherever else prohibited by law.

3. HOW TO ENTER

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. To enter this Promotion you must satisfy all of the eligibility criteria above, have access to the Internet and a valid Twitter and/or Instagram account and you must:

- (i) **Take a unique photo with Bethesda’s Fallout® 76 Vault Boy Statue at Bethesda’s booth at EGX 2018; and**
- (ii) **Publicly share your photo via your Twitter and/or Instagram account with the hashtag [#Fallout76EGX](#) (the “*Submission*”).**

In order for your Submission to be valid, the account used to post your photo must be public and thus viewable by Bethesda and its agents.

Your Submission will be deemed entered when you publicly share your entry in accordance with this section 3. Once your Submission is entered, you will automatically receive one (1) entry (each an “*Entry*” or collectively, “*Entries*”) into the Promotion. By submitting an Entry, you (i) confirm that you have read, understood and agree to abide by these Official Terms and Conditions; (ii) warrant that you have the permission of anyone who features (or whose name, likeness, image or performance features) in the Submission and that person is 18 years of age or older; and (iii) you agree that

Bethesda may repost or share your Submission via Bethesda's social media channels. If your Submission does not adhere to the eligibility criteria listed above your Submission will be void and ineligible for entry into the Promotion. You represent and warrant that your Submission is your own original work and is not libellous, defamatory, profane, or obscene and does not infringe upon the intellectual property rights or other rights or privacy or personality or any other statutory or common law rights of any other person, any such Submissions shall be deemed void Entries. There shall be no limits on the amount of Submissions that can be made by an entrant. Each Entry must be submitted by the entrant him or herself. An entrant may only use up to one (1) Twitter and up to one (1) Instagram account in connection with this Promotion. Any attempt to exceed the maximum number of accounts per person is a violation of these Official Terms and Conditions and may result in disqualification. Use of automated devices is prohibited; automated Submissions (including but not limited to Submissions made using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

4. CONTACTING THE WINNER

One (1) Entry will be selected as a winner at random from all Entries received during the Promotion Period **on Wednesday 26th September 2018** (the "**Draw Date**"). There is One (1) Prize to be won. See Prize Claim Conditions in Section 5 below. The odds of being selected as eligible to win the Prize in this Promotion will depend on the total number of eligible Entries received during the Promotion Period.

5. PRIZE CLAIM CONDITIONS

The selected entrant, being the owner of the account used to submit the winning Entry, will be notified by Bethesda on or after **the Draw Date** via a direct message to the Instagram or Twitter account used by the entrant to submit the winning Entry. The selected entrant shall also be required to complete and return to Bethesda (or its authorized agent) by the deadline specified in the documents a written confirmation of eligibility (or declaration and release) and publicity release form (collectively, the "**Release**"), releasing the Promotion Group from any liability in connection with this Promotion or the acceptance, possession, use or misuse of any prize, in such form as requested by Bethesda. Return of any prize or winner notification as undeliverable, inability to contact selected entrant or failure of selected entrant to respond to notification **within two (2) weeks of first attempt** by Bethesda or Bethesda'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 Terms and Conditions shall result in disqualification, forfeiture of the prize and, at Bethesda'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

The winning entrant shall receive one (1) life size 'Vault Boy' statue as displayed at Bethesda's EGX 2018 booth ("**Prize**") with an approximate retail value ("**ARV**") of £1,699.00. Self-assembly required and recommended to be assembled by more than one person.

The Prize includes delivery to one (1) UK address as supplied to Bethesda by the winning entrant. Delivery shall be made to such address on the date as advised by Bethesda. Failure to accept the Prize on such date of delivery by the winning entrant may result in such entrant forfeiting the Prize and, at Bethesda's sole discretion, selection of an alternate eligible entrant for the forfeited Prize at random from all remaining eligible Entries received. The Prize must be accepted as awarded and delivered and may not be substituted, transferred or redeemed for cash alternative or otherwise; however, the Promotion Group reserves the right to substitute a prize of equal or greater value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Bethesda will not replace any lost or stolen prizes. Bethesda makes no representations or warranties with respect to any prize. The winner will be responsible for all taxes and all expenses not listed herein related to acceptance and use of any prize.

If you are selected as the winner and fulfil the Prize Claim Conditions, you agree to participate in further publicity, advertising or market research reasonably requested by Bethesda relating to the Promotion in any media or format, whether now known or hereafter developed, at any time, without further remuneration or notice.

7. PERSONAL INFORMATION

Any personal information received as part of this Promotion will be used by Bethesda, its affiliates and its advertising and marketing agencies involved in this Promotion for the purpose of the administration of the Promotion only. Bethesda's privacy policy will apply to this Promotion and to all information that we receive from your entry. Please read the Privacy Statement which may be found at http://www.zenimax.com/legal_privacy.htm before accepting these Terms and Conditions and submitting your entry. Please note that by accepting these Terms and Conditions you acknowledge and agree that you are also accepting the terms of the Privacy Statement. Facebook website 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.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

If the Promotion, 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 Bethesda, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Bethesda may, in its sole discretion, void any suspect Entries and: (a) terminate the Promotion, or any portion thereof; (b) modify or suspend the Promotion, or any portion thereof, to address the impairment and then resume the Promotion, 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.

9. GENERAL CONDITIONS

Winning the prize is contingent on fulfilling all the requirements set forth herein. No Entries 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 of Submission does not constitute proof of receipt. Entrants agree to abide by these Official Terms and Conditions. Decisions of Bethesda and/or any independent Promotion judging organization will be final and binding on all matters pertaining to this Promotion. The Promotion is subject to all applicable European, national and local laws. Void where prohibited. Bethesda reserves the right to correct any typographical, printing, computer programming or operator errors. Bethesda's failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Terms and Conditions shall not affect the validity or enforceability of any other provision. If any provision of these Official Terms and Conditions is determined to be invalid or otherwise unenforceable, then the Official Terms and Conditions 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 Bethesda his/her prize, or the cash value thereof (if applicable). Bethesda 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 Promotion and/or Promotion websites or apps, violates the Official Terms and Conditions, 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 PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND BETHESDA 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 Facebook account used to submit the entry will be deemed to be the entrant. The “**authorized account holder**” is the natural person assigned to the Facebook account by Facebook, 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 PROMOTION, ENTRANTS AGREE THAT THE PROMOTION GROUP HAS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, 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 PROMOTION, INCLUDING ACCESS TO AND USE OF THE PROMOTION WEBSITES, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

Without limiting the foregoing, the Promotion Group and any of Bethesda’s other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by the Promotion website users, or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of submissions in the Promotion; (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 Promotion judging organization or Bethesda 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 Promotion; (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.

Bethesda reserves the right to withdraw, change or cancel this Promotion at any time.

11. TWITTER AND INSTAGRAM DISCLAIMER.

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

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