

QuakeCon® 2019 Wolfenstein®: Youngblood™ 80's Twins Contest

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **The QuakeCon® 2019 Wolfenstein®: Youngblood™ 80's Twins 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. SUBMISSION PERIOD

The Submission Period begins **Friday, July 26, 2019 at 2:30 PM Central Time (“CT”)** at the Exhibit Hall Stage in Longhorn Exhibit Hall E. You must arrive no later than **2:15 pm CT on Friday, July 26, 2019** to be eligible. (the “**Submission Period**”).

2. ELIGIBILITY

All participants must be 18 years of age or older at the time of entry, must possess a valid form of government issued photo 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, excluding Quebec, and **MUST BE IN ATTENDANCE AT QUAKECON DURING THE CONTEST**. 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 related or not) of such officers, directors, employees, agents and sales representatives.

3. HOW TO ENTER

NO PURCHASE NECESSARY. To enter the Contest, entrant must **be registered to attend, must be present at QuakeCon® 2019** (To register, visit <https://www.showclix.com/event/quakeconyod>), and must have a Contest dress-up partner (each, a “Pair of Entrants”).

Each Pair of Entrants must wear their 1980's-inspired outfits to QuakeCon on July 26, 2019, and be present at the Exhibit Hall stage at 2:25 pm CT. You may arrive no later than 2:25 pm CT in order to be eligible to participate in the judging and/or win a Prize.

No other method of entry will be accepted. **Your Entry may not include copyrighted or trademarked materials, including but not limited to logos, artwork and images, other than that which has been permitted for use by the Sponsor, if any. The use of copyrighted or trademarked material not owned by Sponsor or by you is strictly prohibited. Your entry may not include inappropriate language or any offensive, violent, harmful, or sexually explicit imagery, icons, or other content. Any props or cosplay materials must strictly adhere to the QuakeCon® Code of Conduct.**

Once you have arrived at the Exhibit Hall Stage, you and your partner must fill out a submission form and show acceptable proof that you are over the age of 18. Once your submission form is received, you will be classified as an Entry (each an “**Entry**” or collectively, the “**Entries**”) into the Contest. By submission of an Entry, you (the “**Entrant**”) confirm that you have read, understood and agree to abide by these 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 Pair of Entrants per entry method during the Submission Period. Entry must be submitted by the Pair of Entrants themselves. Any attempt to exceed the maximum number of Entries per person is a violation of these Official Contest Rules and may result in disqualification.

BY SUBMISSION OF AN ENTRY:

(a) you confirm that you have read, understood and agree to abide by the Official Contest Rules;

(b) you warrant that your Entry is your own original work and that it does not infringe upon the intellectual property rights, rights of privacy or personality or any other statutory or common law rights of any other person save for any material provided by the Sponsor expressly for the Contest which Entrant is permitted to use solely for the creation of the Entry and participation in the Contest;

(c) you agree to indemnify the Contest Group against any third-party claims related to the ownership and/or use of the work, directly assuming the responsibility;

(d) you warrant that your Entry is not libelous, defamatory, profane or obscene or otherwise contrary to law and does not violate the ZeniMax Media Terms of Service (https://www.zenimax.com/legal_terms_us);

(e) you warrant that you have the permission of anyone who features (or whose name, likeness, image or performance features) in the Entry and that person is 18 years of age or older;

(f) you agree that Sponsor may post your name and hometown on Sponsor’s website and in any and all publicity and advertising for Sponsor, this Contest, or other promotions by Sponsor without any further attribution, notification or compensation to you, except where prohibited by law; and,

(g) you agree to be contacted by Sponsor or its agents by telephone, mail, e-mail, or in person.

4. HOW TO WIN

At QuakeCon® 2019 (“**QuakeCon**”) Expo Hall Stage in Longhorn Exhibit Hall E on Friday July 26, 2019 @ 2:15 pm CT two (2) personnel of the Sponsor and at least one (1) external judge (the “**Judges**”) will judge all Entries received during the Submission Period so long as the Pair of Entrants wear the Submission to QuakeCon for judging on July 26, 2019. **Failure to be both present at QuakeCon and dressed in the Submission on July 26, 2019, will disqualify the Pair of Entrants from winning a Prize or further**

competing in the Contest. At QuakeCon at around 3:00 CT on July 26, 2019, Sponsor will notify the top six (6) Finalists (as defined below) of their selection.

Thereafter, at 3:15 CT on July 26, 2019, the Judges will announce the Grand Prize Winner, Second (2nd) Place Winner, and Third (3rd) Place Winner from the twelve (12) Finalists. There are three (3) prizes available to be won. See Prize Claim Conditions in Rule 6 below.

5. PRIZE CLAIM CONDITIONS

The top 6 selected entrants will be notified by Sponsor on stage (“**Finalists**”). The selected entrants may also be required to complete 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 Contest Group from any liability in connection with this Contest or the acceptance, possession, use or misuse of any prize. 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. The top three winning Pairs of Entrants will be selected at the QuakeCon® 2019 event on July 26, 2019, and notified on the Exhibit Hall Stage.

6. PRIZES

One (1) Grand Prize-winning Pair of Entrants will receive the following:

- Two (2) signed t-shirts from Wolfenstein: Youngblood (Actual retail value “ARV”: \$15.00 per shirt); two (2) PC copies of Wolfenstein: Youngblood Deluxe Edition (ARV: \$39.99) (total actual retail value of the prize = \$54.99)

One (1) Second Place Pair of Entrants will receive the following:

- Two (2) PC copies of Wolfenstein: Youngblood Deluxe Edition (ARV: \$39.99 per copy)

One (1) Third Place Pair of Entrants will receive the following:

- Two (2) PC copies of Wolfenstein: Youngblood Standard Edition (ARV: \$29.99 per copy)

The Prizes will be delivered only to verified winners. 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. 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 a copy of such form will be filed with the Internal Revenue Service (IRS). Any person who is a non-resident of the U.S. may be subject to U.S. tax withholding and reporting as required under U.S. law.

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. By entering the contest, 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 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.

Any personal information received as part of this Contest will be used by Sponsor, its affiliates and its advertising and marketing agencies involved in this Contest for the purpose of the administration of the Contest only. Sponsor's privacy policy will apply to this Contest 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.

8. RIGHT TO VOID/TERMINATE/SUSPECT/MODIFY

If the Contest, 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 Contest, the Sponsor may, in its sole discretion, 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 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 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 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 email address registered 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 email account by the email service provider. 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. GOVERNING LAW

This Contest 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 Contest 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.

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