

The Elder Scrolls®: Online #ESORocksOut Art Contest

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **The Elder Scrolls® Online #ESORocksOut Art 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. CONTEST PERIOD

The Contest starts on **November 17, 2021** at 10:00:00 a.m. (i.e. midnight) Eastern Time (“ET”) and ends on **December 6, 2021** at 11:59:59 p.m. ET (the “**Contest 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 (ii) Canada (iii) the United Kingdom, France, Germany, Ireland, Italy, Japan, Austria, Poland, Spain, Belgium, Sweden, Switzerland, Norway, the Netherlands, Luxembourg, Russia, Liechtenstein, Denmark, Finland, Iceland, Turkey (iv) Australia, New Zealand or (v) Argentina, Mexico, Brazil. 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 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 required. To enter the Contest, entrant must **submit your original heavy metal themed artwork based on The Elder Scrolls Online** in 1920x1080 or 1080x1920 resolution in portrait or landscape format (digital, hand-drawn or photograph) during the Contest Period through the entry form at www.elderscrollsonline.com and post your artwork to one or

more social media accounts for The Elder Scrolls Online (e.g. Twitter, Instagram, or VK) using the #ESORocksOut hashtag. Eligible entries shall include a screenshot from The Elder Scrolls Online

No other method of entry will be accepted. Entries must be submitted in jpg or png format only and be no bigger than 2MB. *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 (see Section 5: Sponsor Design Elements). The use of copyrighted or trademarked material not owned by Sponsor or yourself is strictly prohibited. Your entry may not include inappropriate language or any offensive, violent, harmful, or sexually explicit content.*

Once your Submission is received, you will receive an entry (each an “Entry” or collectively, the “Entries”, and each individual that submits an Entry, an “Entrant”) into the Contest. Your Submission must adhere to the eligibility criteria set forth in these Official Contest Rules or your Submission will be void and ineligible for entry into the Contest. There is no limit to the number of entries during the Contest Period. Entry must be submitted by the entrant him or herself. 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.

By submission of an Entry:

(a) you confirm that you have read, understood and agree to abide by these 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 the Entry has not been previously published;

(e) you agree to report to Sponsor if the work is registered in any intellectual property office, if applicable, indicating the registration number;

(f) 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;

(g) you assign and agree to assign to Sponsor all rights, title and interest, including, without limitation, copyright in and to your Entry including Sponsor’s right to modify, amend or otherwise change your Entry;

(h) you acknowledge and agree that the assignment or transfer is exclusive and for the duration of the property rights in all the world;

(i) you agree to forever waive any rights of copyrights, trademark rights, privacy rights and any other legal or moral rights that may preclude Sponsors use of the Entry or require any further permission for Sponsor to use the Entry;

(j) 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;

(k) you agree to be contacted by Sponsor or its agents by telephone, mail or e-mail , and

(l) you agree to sign the documentation referred to in Section 6, including any documents necessary to effect assignment of the Entry to Sponsor, all throughout the world for any purpose, without limitation and without additional review, compensation or approval from you or any other party. By participating in this Contest, you agree that Sponsor may post your Entry on The Elder Scrolls: Online website or social media channels, or the Bethesda Softworks websites or social media channels at any time during or after the Contest. Sponsor, in its sole discretion, may edit and modify any submission before posting. Entrant agrees and understands that their Entry constitutes user-generated content (the UGC) under the Sponsor's Terms of Service, which can be found at http://www.zenimax.com/legal_terms_us, and will be treated accordingly. For the avoidance of doubt, Entrant acknowledges and understands that such UGC may be used by Sponsor on an exclusive basis for any and all purposes, including without limitation, copying, display, distribution, posting for streaming/download, public performance and any other purpose, within Sponsor's discretion.

(m) you agree to grant all necessary permissions, consents and waivers including in respect of so-called moral rights and performers' rights necessary to permit Sponsor unrestricted use of the Entry(s) including the right to edit, adapt, re-arrange, amend or change the Entry(s) in any way including combining it with any other work without the need for further notification or permission. Entries will not be returned. Sponsor shall therefore have the right to use each Entry in any and all media for all promotion, publicity, marketing and advertising of and by the Sponsor whether in connection with the Contest or other promotions by the Sponsor, or as the Sponsor otherwise sees fit without further notification or permission but the Sponsor shall have no obligation (express or implied) to do so or use the Entry(s) in any manner.

(n) you agree that you shall not be entitled to any credit or publicity if your Entry is used by Sponsor but give permission now for such credit or publicity. No compensation will be paid for entering the Contest, for the Sponsor's use or nonuse of the Entry or for any other reason.

4. HOW TO WIN;

Following the Contest Period, two or more marketing, community, and/or art production personnel of the Sponsor and one external judge (the "**Judges**") will judge all Entries received during the Contest Period and select two (2) Grand Prize Winners and four (4) runners up winners. The Judges will evaluate the

Entries based on creativity, quality, adherence to the contest rules, and overall interpretation of the contest theme (the “**Judging Criteria**”) and the Judges selections shall be final. There are ten (10) prize packs available to be won. Four (4) Players Choice winners will be selected by public vote, with the top four (4) vote recipients (excluding the Grand Prize Winners and Runners Up Winners) winning the Player’s Choice prize packs. See Prize Claim Conditions in Rule 6 below. Entrants may only win one (1) prize pack from all available prizes.

5. SPONSOR DESIGN ELEMENTS

For the sole purpose of submitting your Submission for evaluation and potential commercial use, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicenseable, revocable, royalty-free license to create a design which includes elements from *The Elder Scrolls: Online* (“**Sponsor Design Elements**”). You are not granted any rights to use the Sponsor Design Marks for any other purpose. Sponsor Design Marks are defined as elements derived from, adapted from, based on, by direct reference or by inference to any intellectual property of Sponsor, its affiliates or its/their licensors or any variation hereof.

6. PRIZE CLAIM CONDITIONS

The selected entrants will be notified by Sponsor at the email address provided by the entrant while submitting 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 Contest Group from any liability in connection with this Contest 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 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.

7. PRIZES

Two (2) Grand Prize Winners will receive the following having an approximate retail value (“**ARV**”) of US \$149.99 each:

- 21,000 Crown Pack
- 2 in-game pets of the player’s choice (must have been directly sold in the Crown Store for crowns)

- 2 in-game mounts of the player's choice (must have been directly sold in the Crown Store for crowns)
- 1 in-game house guest of the player's choice (must have been directly sold in the Crown Store at some point)
- 1 in-game unfurnished house of the player's choice (must have been directly sold in the Crown Store at some point)
- 10 in-game music boxes of the player's choice (must have been directly sold in the Crown Store at some point)
- Pink Torchbug pet

Four (4) Runners-up will receive the following with an ARV of US \$99.99 each:

- 14,000 Crown Pack
- 1 in-game mount of the player's choice (must have been directly sold in the Crown Store for crowns)
- 1 in-game pet of the player's choice (must have been directly sold in the Crown Store for crowns)
- 1 in-game house guest of the player's choice (must have been directly sold in the Crown Store at some point)
- 5 in-game music boxes of the player's choice (must have been directly sold in the Crown Store at some point)
- Pink Torchbug pet

Four (4) Players Choice winners will receive the following with an ARV of US \$39.99 each:

- 5,500 Crown Pack
- 1 in-game music box of the player's choice (must have been directly sold in the Crown Store for crowns)
- Pink Torchbug pet

The Prizes will be delivered only to verified winners. ARV determined as of November, 2021. 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 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 copy of such form will be filed with the Internal Revenue Service (IRS).

8. 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.

9. 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 Contest 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.

10. 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.

11. 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.

12. 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.

13. SOCIAL MEDIA DISCLAIMER.

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

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