

The #ESORocksOut Social Giveaway OFFICIAL GIVEAWAY RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The #ESORocksOut Social Giveaway (the “Giveaway”) is sponsored by Bethesda Softworks LLC. For the purposes of the Giveaway, the “Giveaway Group” is composed of the Sponsor and its affiliates and related companies, including without limitation each of their respective parent, sister and subsidiary companies, and their respective officers, directors, employees, agents, and other representatives.

PLEASE READ THESE OFFICIAL RULES AND THE RELATED ZENIMAX MEDIA TERMS OF SERVICE LOCATED AT https://www.zenimax.com/legal_terms (“TERMS OF SERVICE”) AND THE ZENIMAX MEDIA ONLINE PRIVACY NOTICE LOCATED AT https://www.zenimax.com/legal_privacy, (ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE) BEFORE PARTICIPATING IN THE GIVEAWAY. BY PARTICIPATING IN THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL GIVEAWAY RULES AND THE TERMS OF SERVICE, INCLUDING, WITHOUT LIMITATION, THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER INCLUDED IN SECTION 15 OF THE TERMS OF SERVICE.

1. GIVEAWAY PERIOD AND TERRITORY.

The Giveaway starts on September 7, 2021 at 10:00 a.m. Eastern Time (“ET”) and ends on September 27, 2021 at 11:59:59 p.m. ET (the “Giveaway Period”). Please see [world clock](#) for time zone conversion information. The Giveaway is being administered in the United States and is open to individuals from the nations listed in Section 2 (Eligibility).

2. ELIGIBILITY.

All participants must (a) be at least 18 years of age or older or the age of majority in their jurisdiction of residence, whichever is older, (residents of Alabama or Nebraska must be at least 19 years old; residents of Mississippi must be at least 21 years old), at the time of entry; (b) possess a valid form of identification; and, (c) be a legal resident of: one of the 50 United States or the District of Columbia, Belgium, Canada (excluding the Province of Quebec), Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Mexico, the Netherlands, New Zealand, Norway, the Russian Federation, Spain, Sweden, Switzerland, or the United Kingdom. All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or where Giveaway Group would be subject to a tax by law. Excluded from eligibility are officers, directors, employees, agents and representatives of Giveaway Group, its agencies, suppliers of the materials and services related to this Giveaway, 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 (collectively above, the “Eligibility Criteria”).

3. HOW TO ENTER.

NO PURCHASE NECESSARY. Internet access required at your cost. An individual meeting the Eligibility Criteria may enter the Giveaway during the Giveaway Period in one of two ways (each method an “Entry,” collectively, the “Entries”). During the Giveaway Period the community team for The Elder Scrolls® Online (“ESO”) will post a prompt approximately every three (3) days on the ESO Twitter and Instagram accounts. In order to enter, during the Giveaway Period follow the official The Elder Scrolls Online Twitter page, (located at <https://twitter.com/TESOnline>), with the Twitter account used to submit the entry, and create a post for the current three-day prompt that includes the hashtag #ESORocksOut. OR follow the official The Elder Scrolls Online Instagram page, (located at <https://www.instagram.com/elderscrollsonline/>) and create

a post for the current three-day prompt that includes the hashtag #ESORocksOut. All entries must be themed for the current three-day prompt. No other method of entry will be accepted.

Upon submission of your entry post, you will earn one (1) entry (each, an “**Entry**” and collectively, “**Entries**”) into the Giveaway for a chance to win one prize of your choice from the options described in Section 6 below (the “**Prize**” or “**Prizes**”), provided that you meet the Eligibility Criteria set forth in Section 2. By submitting an Entry, you confirm that you have read, understand and agree to abide by these Official Giveaway Rules. Your Entry must adhere to the Eligibility Criteria listed above or your Entry will be void and ineligible for entry into the Giveaway. 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. Eligible participants may win only one prize during the duration of the Giveaway Period.

Incomplete, corrupted, garbled, misdirected or otherwise illegible Entries, or Entries without contact information, or agreement to these Official Giveaway Rules, are void and will not be accepted. Giveaway Group reserves the right to disqualify false Entries or Entries suspected of being false. All Entries submitted become the sole property of Giveaway Group and will not be acknowledged or returned. All Entries must be received by Giveaway Group by the deadlines specified above.

4. HOW TO WIN.

Drawings will occur on the following dates, for the previous three-day prompt:

- September 10, 2021 by 1:00 p.m. ET
- September 13, 2021 by 1:00 p.m. ET
- September 16, 2021 by 1:00 p.m. ET
- September 19, 2021 by 1:00 p.m. ET
- September 22, 2021 by 1:00 p.m. ET
- September 25, 2021 by 1:00 p.m. ET
- September 28, 2021 by 1:00 p.m. ET

Drawings will be conducted via, a random drawing by Giveaway Group or its designee, from all eligible Entries that are timely received in accordance with Section 3 to select up to three (3) winners per three-day prompt period of Prizes as determined below in Section 6. Odds of being selected as eligible to win a Prize in this Sweepstakes will depend on the total number of eligible Entries timely received by the Sweepstakes Group. Prizes will be awarded by random draw and there will be no geographically apportioned distribution of the Prizes.

5. PRIZE CLAIM CONDITIONS.

Entrants selected as potential winners (“**Potential Winners**”) are subject to verification of eligibility and compliance with these Official Giveaway Rules. The Giveaway Group will attempt to notify each Potential Winner within approximately forty-eight (48) hours of the Draw Date at the Twitter or Instagram account provided in the Entry process.

In order to be declared a winner, each Potential Winner may be required:

- (i) complete and return to Giveaway Group (or its authorized agent), by the deadline specified in the winner notification, a written affidavit of eligibility (or declaration and release) and publicity release form (collectively, the “**Release**”), releasing the Giveaway Group from any liability in connection with this Giveaway or the acceptance, possession, use or misuse of any Prize to the fullest extent permitted by the laws of each Potential Winner’s jurisdiction of residence;

- (ii) If entrant is selected as a Potential Winner of a Prize valued at or above \$600 USD (or other amount as might be provided by the law of the jurisdiction in which the Potential Winner resides), complete all tax documentation as may be required by the law of the jurisdiction in which the Potential Winner resides (“**Tax Documentation**”), if any;
- (iii) **If entrant is a resident of Canada or Belgium:** correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone;
- (iv) Set up an account for The Elder Scrolls® Online if entrant does not have a current valid account.

The Giveaway Group will attempt to notify each Potential Winner a maximum of two (2) times. If the Giveaway Group receives a hard bounce, the Giveaway Group may select an alternate potential winner from all eligible entries without engaging in a second attempt to notify the Potential Winner. If a Potential Winner does not respond within three (3) calendar days of first attempt by Giveaway Group or its agent, Giveaway Group will make a second and final attempt to notify the Potential Winner. Return of any Prize or winner notification as undeliverable, inability to reach a Potential Winner or failure of a Potential Winner to respond to notification within three (3) calendar days of second attempt by Giveaway Group or its agent, failure to provide proof of eligibility (if requested), Release documents, Tax Documentation (if applicable) 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 Giveaway Rules may result in disqualification, forfeiture of the Prize and, at Giveaway Group’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. If after three (3) attempts to award the prize, the Giveaway Group is unable to verify a winner, the prize will go unawarded.

6. PRIZES

Winners may choose one prize from the available prizes listed below. The prizes available to be won in the Giveaway and the Approximate Retail Value (“ARV”) of each prize shall be as follows:

- 1 Pink Torchbug in-game pet (ARV of \$0)
- 1 Green Torchbug in-game pet (ARV of \$0)
- 1 Crown Pack for 1,500 Crowns to be used in the ESO Crown Store (ARV of \$14.99)
- 1 digital download code for Standard Edition of The Elder Scrolls Online (ARV of \$19.99)
- 1 digital upgrade code for The Elder Scrolls Online: Blackwood (ARV of \$39.99)

ARVs are correct at date of publication of these Official Giveaway Rules but may be subject to change. Any difference between the ARV and the actual value will not be paid to the winner.

The Prizes will be delivered only to verified winners via direct message on Twitter or Instagram to the account by which they entered the Giveaway. Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; except that the Giveaway Group reserves the right to substitute any Prizes for a Prize of equal or greater monetary value, in cash or otherwise, at its sole discretion. Giveaway Group will not replace any lost or stolen Prizes. All Prize details including model, size, color, etc. will be determined by Giveaway Group in its sole discretion. To the extent permitted by law, Giveaway Group makes no representations or warranties with respect to any Prize. All digital Prizes will be delivered electronically to the user’s valid Account, or in the form of a voucher to be sent via direct message to the Twitter or Instagram account used by the winner to enter the Giveaway if the winner does not have an Account. All digital Prizes that are not used by the winner within three (3) years of the date received by the winner will expire. During the winner verification process, potential winners of digital Prizes will be required to indicate whether they would like the digital Prize for PC/Mac/Stadia, PS4/PS5 or Xbox 1/Xbox Series S | X and the server where they play or plan to play The Elder Scrolls® Online.

Winners will be responsible for all taxes (federal, state, and local of all applicable jurisdictions) and all expenses not listed herein related to acceptance and use of any Prize. Any person winning \$600 or more worth of Prizes (or other amount as might be provided by the laws of the jurisdiction in which the Potential Winner resides) 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), or such other tax form as may be required by the laws of the jurisdiction in which the winner resides.

7. PERSONAL INFORMATION.

Sponsor and its authorized agents will collect, use, disclose and otherwise process the personal information you provide when you enter the Giveaway as set forth in the Sponsor's Online Privacy Notice: www.zenimax.com/legal_privacy.htm, and in particular for the purposes of administering the Giveaway, Prize fulfillment, recordkeeping and for compliance with our legal obligations in all jurisdictions in which the Giveaway is available. By entering the Giveaway, you understand and acknowledge that your personal information will be used for these purposes and as set forth in our Online Privacy Notice. You also have certain rights regarding our processing of your personal data under certain circumstances (which may include the rights of access, portability, correction, deletion, objection and restriction); for information about your rights and how to exercise them please consult our Online Privacy Notice or contact us at: privacy@support.zenimax.com.

Transfers to the United States. The Giveaway websites and the personal information you submit (as detailed in these Giveaway Rules) will be hosted and processed, for the purposes described above, on servers in the United States, where the Giveaway Group is located, and the personal information you provide may therefore also be subject to the laws of the United States, which may not provide the same type or level of data protection as the laws in your country. We take steps to ensure that personal data transferred outside your home jurisdiction is subject to adequate safeguards as set forth in our Online Privacy Notice (to request information about these safeguards or privacy practices, contact us as set forth in the Online Privacy Notice: www.zenimax.com/legal_privacy.htm).

Users outside the European Economic Area and Switzerland: By entering the Giveaway, you acknowledge that you understand and agree to our Online Privacy Notice. By accepting a Prize, each winner agrees to Giveaway Group's use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Giveaway Group may conduct relating to the Giveaway 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, except where prohibited by law. Aggregate and anonymized Giveaway winner information may be used by the Giveaway Group to communicate about the Giveaway to its retailers and distributors.

Users in the European Economic Area and Switzerland: ZeniMax Media Inc. is the data controller for your personal information. The legal basis for our processing of your personal data relating to the Giveaway is (1) the performance of our agreement with you, including as necessary to administer the Giveaway and for Prize fulfillment purposes (Article 6(1)(b) of the General Data Protection Regulation ("GDPR")); (2) in compliance with applicable laws, including to satisfy mandatory recordkeeping requirements and as necessary for compliance with our legal obligations under EU, Swiss and other laws in the jurisdictions in which we make the Giveaway available (Article 6(1)(c) of the GDPR); (3) our legitimate business interests (including running the Giveaway for promotional purposes and maintaining appropriate business records (Article 6(1)(f) of the GDPR)), and (4) as necessary to establish, protect or defend our legal rights (such as in the event of any litigation or legal claims involving the Giveaway (Article 6(1)(f) of the GDPR)). By entering into the Giveaway you acknowledge that you have read and understood the ZeniMax Online Privacy Notice (www.zenimax.com/legal_privacy.htm), which explains how your personal information related to the Giveaway is processed. If you refuse to provide any personal data to us that is marked as mandatory on the entry form, your entry into the Giveaway will not be valid. Your personal data will be retained for as long as necessary for the administration of the Giveaway, to contact potential winners and allocate Prizes, and, where applicable, for the duration of the Release, as well as for an additional period of time in order to ensure that it is available in the event of a litigation or dispute for the applicable statute of limitations, or for as long as required by applicable laws.

For further information about Sponsor's privacy practices, please see Sponsor's Online Privacy Notice at: www.zenimax.com/legal_privacy.htm.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY.

Giveaway Group reserves the right to suspend or modify this Giveaway, or these Official Giveaway Rules, in whole or in part, at any time and without notice or obligation if, in Giveaway Group's sole opinion, any factor independent from the Giveaway Group interferes with its proper conduct as contemplated by these Official Giveaway Rules. Without limiting the generality of the foregoing, if the Giveaway, or any part thereof, is not capable of running as planned for any legitimate reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, technical failures, epidemic, pandemic, or continuation of the Covid-19 pandemic, which, in the sole opinion of Giveaway Group, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Giveaway Group may, in its sole discretion, void any suspect Entries and: (a) terminate the Giveaway, or any portion thereof; (b) modify or suspend the Giveaway, or any portion thereof, to address the impairment and then resume the Giveaway, or relevant portion, in a manner that best conforms to the spirit of these Official Giveaway 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 Giveaway Group, where permitted and in any event, 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 Giveaway Rules. Decisions of Giveaway Group will be final and binding on all matters pertaining to this Giveaway. Giveaway is subject to all applicable federal, state, provincial and local laws, of all applicable jurisdictions. Giveaway Group reserves the right to correct any typographical, printing, computer programming or operator errors. Giveaway Group's failure to enforce any term of these Official Giveaway Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Giveaway Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Giveaway Rules is determined to be invalid or otherwise unenforceable, then the Official Giveaway 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 Giveaway Group his/her Prize, or the cash value thereof. Giveaway Group 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 Giveaway and/or Giveaway websites or apps, violates the Official Giveaway Rules, violates the terms of use relating to Account, 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 GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND GIVEAWAY GROUP 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 Account used to submit the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned Account by Sponsor. A Potential Winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY & RELEASES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AGREE THAT GIVEAWAY GROUP, AND ANY OF SPONSOR'S OTHER AGENCIES, SUPPLIERS, PRIZE PROVIDERS, OR CONTRACTORS ("RELEASED PARTIES") HAVE NO

LIABILITY WHATSOEVER, AND ENTRANTS SHALL HOLD THE RELEASED PARTIES 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 GIVEAWAY, INCLUDING ACCESS TO AND USE OF THE GIVEAWAY 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. RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY UNDELIVERED E-MAILS, INCLUDING WITHOUT LIMITATION E-MAILS THAT ARE NOT RECEIVED BECAUSE OF A WINNER'S PRIVACY OR SPAM FILTER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHER E-MAIL, INCLUDING ANY WINNER NOTIFICATION E-MAIL, TO A SPAM OR JUNK FOLDER. **Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, such exclusions may not apply to you, please see Section 12 below.**

Without limiting the foregoing, **but subject to Section 12 below**, the Released Parties shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Giveaway website users, or by any of the equipment or programming associated with or utilized in the Giveaway, or by any technical or human error which may occur in the processing of submissions in the Giveaway; (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 Giveaway Group 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 Giveaway; (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. DISPUTE RESOLUTION.

THE TERMS OF SERVICE THAT ARE INCORPORATED INTO THESE OFFICIAL RULES CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES, WHICH ARE APPLICABLE TO ALL MEMBERS OF THE PROGRAM THAT RESIDE OUTSIDE OF THE EUROPEAN ECONOMIC AREA ("EEA"), SWITZERLAND, AND NEW ZEALAND. **SOME JURISDICTIONS DO NOT ALLOW THE ABOVE RESTRICTIONS IN THE EVENT OF DISPUTE OR LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU – PLEASE SEE SECTION 12 BELOW.** Subject to Section 12, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Giveaway Rules, or the rights and obligations of you and the Giveaway Group in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

12. ELIGIBLE NON-U.S. RESIDENTS ONLY.

Country Specific Notices: If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted and you shall not be deprived of the protection afforded to you under your own laws, rules, or regulations. In addition to the tax liability disclosures in these rules, winners are subject to abide by the income reporting and, if applicable, the payment of any taxes and withholdings due per the laws, rules and regulations of the winners' country of residence and the existence and level of such taxes and withholdings may change over time.

For European Economic Area and Switzerland: The limitation and exclusions of liability set out above do not apply to you but you and the Giveaway Group agree that: (a) the Giveaway Group shall not have any liability for events which neither the Giveaway Group nor its suppliers could have foreseen or prevented even if the Giveaway Group or its suppliers had taken reasonable care; and (b) as you are a consumer and not entering the Giveaway in connection with any business the Giveaway Group shall not have any liability for any commercial or business-related damages, costs or losses. The Giveaway Group will be liable to you for death or personal injury caused by its negligence or if it acts fraudulently. The Giveaway Group will try and solve any disagreements with you quickly and efficiently. If you are not happy with the way the Giveaway Group deals with any disagreement you and the Giveaway Group may agree to refer the matter to arbitration, but you and the Giveaway Group are not restricted from bringing court proceedings in your country or elsewhere. Local mandatory laws may be applied. The choice of governing law and jurisdiction (including the alternate dispute resolution) does not deprive you of the protection afforded to you under your own laws and such provisions that cannot be derogated from by agreement by virtue of the law of your jurisdiction and which is enforced or upheld in a Court or forum other than arbitration.

For Residents of Sweden: In addition to the above-mentioned dispute resolution mechanisms, consumers also have the right to refer a dispute to a competent alternative dispute resolution body. In Sweden such body is The National Board for Consumer Disputes (ARN) (www.arn.se). Consumers also have the right to send in complaints to the Swedish Consumer Agency.

For Residents of Finland: In addition to the above-mentioned dispute resolution mechanisms, consumers also have the right to refer a dispute to a competent alternative dispute resolution body. In Finland such body is the Consumer Disputes Board (www.kuluttajariita.fi), but consumers should contact the Consumer Advisory Service (www.kuluttajaneuvonta.fi) prior to taking the matter to the Consumer Disputes Board.

For Residents of the Netherlands: Complaints regarding the Giveaway may be reported by contacting the Sponsor at info@bethsoft.com. If entrant feels that his or her complaint has not been adequately addressed, he or she can file a complaint at: Kansspelautoriteit, Postbus 20301, 2500 EH Den Haag.

For Belgium and Canada: If a winner is from Belgium or Canada, he or she, as a condition of winning/redeeming a Prize, must correctly answer a skill test question. Winners will be solely responsible for paying all taxes and other charges associated with the Prize.

For Residents of New Zealand: Where the Giveaway Group have not complied with their obligations under the Consumer Guarantees Act 1993 they may be liable for any loss or damage resulting from the failure to comply so long as the loss or damage was reasonably foreseeable. The Giveaway Group may also be liable for loss or damage to your property that results from intentional conduct or the gross negligence of staff or employees of the Giveaway Group. Other than as described in this paragraph, the Giveaway Group are not liable to you for any losses, damage, costs, distress or inconvenience suffered by you or any other person; or loss or damage to any property; or for any losses, damages, costs, distress or inconvenience as a result of a service disruption. The Giveaway Group will try and solve any disagreements with you quickly and efficiently. If you are not happy with the way the Giveaway Group deals with any disagreement you and the Giveaway Group may agree to refer the matter to arbitration, but you and the Giveaway Group are not restricted from bringing court proceedings in your country or elsewhere. Local mandatory laws may be applied.

13. WINNERS' LIST.

To obtain a copy of any legally-required winners list (the list of winners will be available within approximately sixty (60) days of the end of the Giveaway Period), please email your request to winnersrequest@bethesda.net with the subject line "#ESORocksOut Social Giveaway". Requests must be received by 12/31/2021. DO NOT SEND ANY OTHER CORRESPONDENCE TO THIS EMAIL ADDRESS.

14. SPONSOR CONTACT INFORMATION.

BETHESDA SOFTWARES LLC
1370 Piccard Drive
Rockville, MD 20850
(301) 926-8300
info@bethsoft.com

DO NOT SEND ENTRIES OR REQUESTS FOR OFFICIAL GIVEAWAY RULES OR WINNERS LISTS TO THIS ADDRESS.

- 15. TWITTER DISCLAIMER.** The Giveaway is in no way sponsored, endorsed or administered by, or associated with Twitter. In entering the Giveaway, entrants are providing information to Sponsor and not to Twitter. By entering the Giveaway, each entrant releases Twitter completely from any liability in respect of the Giveaway.
- 16. INSTAGRAM DISCLAIMER.** The Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram. In entering the Giveaway, entrants are providing information to Sponsor and not to Instagram. By entering the Giveaway, each entrant releases Instagram completely from any liability in respect of the Giveaway.