The Elder Scrolls Online QuakeCon® 2023 Twitter Giveaway

OFFICIAL GIVEAWAY RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Elder Scrolls Online QuakeCon® 2023 Twitter Giveaway (the "**Giveaway**") is sponsored by Bethesda Softworks LLC (the "**Sponsor**"), with an address of 1370 Piccard Drive, Rockville, Maryland 20850 USA. For the purposes of the Giveaway, the "**Giveaway 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 Giveaway, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Giveaway and their respective officers, directors, employees, agents, and other representatives. Entry in the Giveaway does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Giveaway, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor and the Giveaway Group, which shall be final and binding in all respects.

1. GIVEAWAY PERIOD

The Giveaway starts on **Thursday, August 10, 2023** at approximately **10:00 a.m.** Eastern Time ("**ET**") and ends on **Sunday, August 13, 2023** at approximately **11:59 p.m.** ET (the "**Giveaway 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, excluding Quebec, (iii) the United Kingdom, (iv) Mexico, (v) Belgium, (vi) the Netherlands, or (vii) Luxembourg (the "**Territories**"). 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 the Giveaway Group, each of its respective parent, affiliated or related companies, 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. '

3. HOW TO ENTER

NO PURCHASE NECESSARY. Internet access and Twitter account required. If you do not have a Twitter account, you can create one for free at https://twitter.com/i/flow/signup. To enter the Giveaway, entrant must:

(a) **Enter on Twitter**: During the Giveaway Period, log in to your Twitter account and "Follow" the ESO Twitter channel, like and retweet the sweepstakes Twitter post. 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 Giveaway. By submission of an Entry, you confirm that you have read, understood and agree to abide by these Official Giveaway Rules. You must satisfy the eligibility requirements listed in Section 2 above or your submission will be void and ineligible for entry into the Giveaway. You represent and warrant that your submission is not libelous, defamatory, profane or obscene and does not infringe upon the intellectual property rights, privacy or personality or any other statutory or common law rights of any other person. **Limit: One (1) Entry per person, per Twitter account, during the Giveaway Period**. Entrant may only use one (1) Twitter account in connection with this Giveaway. Any attempt to exceed the maximum number of Entries per person is a violation of these Official 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. All Entries must be received by the end of the Giveaway Period in order to participate. The Website's database clock will be the official time keeper for this Giveaway.

Tampering with the entry process or the operation of the Giveaway, including but not limited to the use of any device to automate the entry process, is prohibited and any Entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. The Giveaway Group shall not be responsible for incorrect or inaccurate Entry information whether caused by Internet 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 the Entries in the Giveaway. The Sponsor assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Entries.

4. HOW TO WIN THE GIVEAWAY

On Monday, August 14, 2023, in Rockville, Maryland, a random draw will be conducted from all eligible Entries received via Twitter during the Giveaway Period (the "**Draw Date**"). There is one (1) prize available to be won. See Prize Claim Conditions in Section 5 below. Odds of being selected as eligible to win a prize in this Giveaway will depend on the total number of eligible Entries received each day during the Giveaway Period.

5. PRIZE CLAIM CONDITIONS

The selected entrant will be notified by Sponsor within approximately forty-eight (48) hours of the respective Draw Date(s) via the Twitter account used by the entrant to submit the Entries. The selected Entrant 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) 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. Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within two (2) 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 Giveaway 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. Sponsor may successively attempt to contact up to six (6) potential winner(s) of the prize in accordance with such procedure, and if there is still no confirmed winner of the prize after such attempts have been made, if any, such prize may go unawarded.

Residents of Canada only: Before being declared a winner, the selected entrant must first 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.

6. PRIZE

There will be one (1) winner. The winner will receive one (1) One ESO BYOC Fan Row Goodie Bag (the "**Prize**"). The total Approximate Retail Value ("ARV") of the Prize is USD $ 114.96. The Prize will be delivered only to verified winners **within ninety (90) days of the Draw Date**. ARV determined as of August 2023. 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 Giveaway 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. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Giveaway materials are for illustrative purposes only. Actual prize(s) may vary from the prize(s) pictured. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Sponsor makes no representations or warranties with respect to any prize. Prizes include delivery to one (1) address in the Territories only, as supplied by the selected winner. The winner will be responsible for all taxes (federal, state, provincial and local) and all expenses not listed herein related to acceptance and use of the prize. Any person 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). **Actual odds of winning depend on the number of eligible Entries received.**

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Giveaway. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Giveaway and/or claim a prize for the purposes of administering the Giveaway and prize fulfillment. By entering the Giveaway, you consent to such collection, use, and disclosure of your personal information.

By entering the Giveaway, you grant Sponsor the right to use and reuse, in any media, your name, city/state/province of residence, photograph, biographical information, and if made available, statements, voice and likeness, in any advertising and publicity Sponsor 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. Aggregate and/or anonymized Giveaway winner information may be used by the Sponsor to communicate about the Giveaway to its retailers and distributors.

Any personal information received as part of this Giveaway will be used by Sponsor, its affiliates and its advertising and marketing agencies involved in the Giveaway for the purpose of the administration of the Giveaway only. Sponsor's privacy policy will apply to the Giveaway and to all information that Sponsor receives from your Entry. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: https://bethesda.net/privacypolicy.

8. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY

Sponsor reserves the right to modify, extend, suspend, or terminate the Giveaway if it determines, in its sole discretion, that the Giveaway is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Giveaway as contemplated herein. In the event an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding prizes or

continuing with the Giveaway as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a **"Force Majeure"** event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Giveaway. If the Giveaway is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

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 Giveaway Rules. Decisions of Sponsor and/or any independent Giveaway judging organization will be final and binding on all matters pertaining to the Giveaway. The Giveaway 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 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 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 Giveaway and/or Giveaway websites or apps, violates the Official Giveaway 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 OR APPLICATION ASSOCIATED WITH THE GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY 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 will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the Twitter account by Twitter. The potential winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS AGREE THAT THE GIVEAWAY 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 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. 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 Giveaway 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 Giveaway website users, or by any of the equipment or programming associated with or utilized in the and 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 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 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. GOVERNING LAW

This Giveaway is governed by U.S. law and the laws of the State of Maryland 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 Giveaway 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. 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 with respect to the Giveaway

13. WINNERS LIST

To obtain a copy of any legally-required winners list, send an email request to: community@bethsoft.com. All such requests must be received within six (6) weeks after the end of the Giveaway Period.

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