

#OurElderScrolls Sweepstakes

OFFICIAL SWEEPSTAKES RULES

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

#OurElderScrolls Giveaway (the “Sweepstakes”) is sponsored by Bethesda Softworks LLC (the “Sponsor”) and administered by Midnight Oil Agency, Inc. and Marden-Kane, Inc. (the “Administrator”). For the purposes of the Sweepstakes, the “Sweepstakes Group” is composed of the Sponsor and the Administrator, together with their affiliates and related companies, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and their respective officers, directors, employees, agents, and other representatives.

1. SWEEPSTAKES PERIOD

The Sweepstakes starts on Thursday, **October 18, 2018** at 10:00:00 a.m. Eastern Daylight Time (“EDT”) and ends on Wednesday, **January 2, 2019** at 11:59:59 p.m. Eastern Standard Time (“EST”) (the “Sweepstakes Period”). Please see [world clock](#) for time zone conversion information.

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: (i) one of the 50 United States or the District of Columbia (excluding residents of Florida, New York, Rhode Island, the territories and military installations), (ii) Canada (excluding the Province of Quebec) (iii) Denmark, (iv) Finland, (v) France, (vi) Germany, (vii) Iceland (viii) Mexico, (ix) Switzerland, or (x) the United Kingdom. All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or where Sweepstakes Group would be subject to a tax by law. Excluded from eligibility are officers, directors, employees, agents and representatives of Sweepstakes Group, each of its respective parent, affiliated or related companies, agencies, suppliers of the materials and services related to this Sweepstakes, 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 Sweepstakes during the Sweepstakes Period in one of two ways (each method an “Entry,” collectively, the “Entries”):

- (i) **With a Valid The Elder Scrolls ® Online Account:** During the Sweepstakes Period:
- Access the “#OurElderScrolls” Sweepstakes website at: <https://www.elderscrollsonline.com/en-us/ourelderscrolls>
 - Complete the Sweepstakes entry form;
 - Accept the terms, conditions, and Official Sweepstakes Rules;
 - Acknowledge that you have read and understood the Sponsor’s privacy policy;
 - Click the “Register” button to submit your entry form; and
 - Log into your valid The Elder Scrolls ® Online account and play The Elder Scrolls ® Online at least once during the Sweepstakes Period (October 18, 2018-January 2, 2019).

Upon submission of your entry form, you will be entered into the Sweepstakes for a chance to win a prize described in Section 6 below (the “Prize” or “Prizes”), provided that you log into your valid

The Elder Scrolls ® Online account and play the game at least once during the Sweepstakes Period. If you do not play the game during the Sweepstakes Period, your Entry will not be counted. Entrant may only use one (1) valid The Elder Scrolls ® Online account in connection with this Sweepstakes. Chances of winning are not increased based on game play.

- (ii) **Bonus Entries:** Individuals meeting the Eligibility Criteria that have entered the Sweepstakes during the Sweepstakes Period with a valid The Elder Scrolls ® Online account have the opportunity to earn a maximum of eight (8) Bonus Entries during the Sweepstakes Period. Bonus Entries are earned by exchanging tickets earned during in-game events for Indrik Feathers as described in this section. To earn Bonus Entries, you must log into your valid The Elder Scrolls ® Online account during the Sweepstakes Period and participate in one or more of the four (4) in-game events that take place during the Sweepstakes Period. During each in-game event, players will have the opportunity to earn tickets by accomplishing certain tasks defined in each event. The schedule of in-game events taking place during the Sweepstakes Period and the maximum number of tickets a player can win during each in-game event is set forth in the table below:

<u>In-Game Event Name</u>	<u>In-Game Event Duration</u>	<u>Earnable Tickets</u>
Witches Fest	October 18, 2018 at 10:00 am EDT – November 1, 2018 at 10:00 am EDT	16 Tickets
Clockwork City Celebration	November 15, 2018 at 10:00 am EST – November 26, 2018 at 10:00 am EST	26 Tickets
Dungeon Event	November 27, 2018 at 10:00 am EST – December 3, 2018 at 10:00 am EST	21 Tickets
New Life Festival	December 14, 2018 at 10:00 am EST – January 2, 2019 at 10:00 am EST	24 Tickets

Players that complete all four (4) in-game events have the opportunity to earn up to eighty-seven (87) total tickets. Players can redeem tickets for Indrik Feathers by locating designated in-game vendors during the Sweepstakes Period and exchanging tickets earned during the in-game events for Indrik Feathers. Players can exchange ten (10) tickets for one (1) Indrik Feather. For each Indrik Feather redeemed during the Sweepstakes Period, players will receive one (1) Bonus Entry. Maximum: eight (8) Bonus Entries per eligible participant during the Sweepstakes Period.

- (iii) **Mail In Entry:** During the Sweepstakes Period, access the Mail In Entry Form (available at: https://esoss1-a.akamaihd.net/uploads/Events/OurElderScrolls/Forms/MailInForm/ESO-sweepstakes_mail-in_entryform-EN-04.pdf "Mail In Entry Form"), download and print the Mail In Entry Form and complete all fields, and mail to: #OurElderScrolls" Sweepstakes P.O Box 698, Syosset, NY 11791-0698, United States of America ("Mail In Entry"). Participants will receive one (1) Entry per Mail In Entry Form sent to the foregoing address. Limit: One (1) Mail In Entry Form per outer envelope. The Mail In Entry Form must contain the entrant's country of residence, first name, last name, street address, city, state/province, zip/post code, daytime phone number, valid email address and the outer envelope must have sufficient stamps for delivery to the US (which you are required to pay for) or the Mail In Entry may be disqualified. Postage required at entrant's cost. All Mail In Entries must be postmarked no later than **January 2, 2019**, and must be received at the foregoing address no later than **January 30, 2019** to be entered to win a Prize. Entries received after the January 30, 2019 deadline will not be considered.

By submitting an Entry, you confirm that you have read, understand and agree to abide by these Official Sweepstakes Rules. Your Entry must adhere to the Eligibility Criteria listed above or your Entry will be void and ineligible for entry into the Sweepstakes. Maximum of nine (9) Entries per person during the Sweepstakes Period regardless of method of entry (any combination of online entry, bonus entry, mail-in entry is acceptable). Any entry received from a single person in excess of nine (9) may be disqualified in Sweepstakes Group's sole discretion. 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.

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

4. HOW TO WIN

On or about **February 4, 2019** (the "Draw Date") in Syosset, New York, a random draw will be conducted by Sweepstakes Group or its designee, from all eligible Entries that are timely received in accordance with Section 3 to select four (4) Grand Prize winners and two hundred and fifty two (252) winners of additional prizes as determined below in Section 6. See Prize Claim Conditions in Rule 5 below. Odds of being selected as eligible to win a Prize in this Sweepstakes will depend on the total number of eligible Entries timely received in accordance with Section 3. 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 Sweepstakes Rules. The Sweepstakes Group will attempt to notify each Potential Winner within approximately forty-eight (48) hours of the Draw Date at the email account provided by entrant associated with his or her The Elder Scrolls ® Online account if that was the means of entry, or the email account provided on the Mail-In Entry form if that was the means of entry.

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

- (i) complete and return to Sweepstakes Group (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 Sweepstakes Group from any liability in connection with this Sweepstakes 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, complete all tax documentation required by the law of the jurisdiction in which the Potential Winner resides ("Tax Documentation"), if any ;
- (iii) If entrant is selected as a Potential Winner for the Grand Prize, cause the entrant's guest to complete a travel release; and
- (iv) **If entrant is a resident of Canada:** 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 in person or by telephone.

The Sweepstakes Group will attempt to notify each Potential Winner a maximum of two times. If a Potential Winner does not respond within three (3) calendar days of first attempt by Sweepstakes Group or its agent, Sweepstakes 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 Sweepstakes 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 Sweepstakes

Rules may result in disqualification, forfeiture of the Prize and, at Sweepstakes 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.

6. PRIZES

There will be four (4) Grand Prizes and two hundred and fifty-two (252) other prizes available to be won. Prizes will be delivered to winners by or before June 8, 2019, provided that Potential Winners have fully complied with the terms of Section 5 ("Prize Claim Conditions"), above. Limit: one (1) Prize per eligible entrant.

- **Grand Prize:** Four (4) grand prizes consisting of the following (collectively, the "Grand Prize"):
 - a five (5) day, four (4) night trip for the Grand Prize Winner and one (1) guest to the 2019 BE3 and E3 events in Los Angeles, California, USA taking place June 9-13, 2019, that includes two (2) passes to E3 2019, and two (2) passes to the 2019 BE3 showcase. Trip includes: roundtrip economy class air transportation from a major commercial airport near Grand Prize Winner's legal residence to an airport in the vicinity of E3; ground transportation to and from destination airport to hotel; standard hotel accommodations (one (1) room, double occupancy, room and tax only) for four (4) nights, subject to availability at the time of booking, determined by Sweepstakes Group, two (2) passes to E3, and two (2) passes to the BE3 showcase. Actual value may vary based on location and timing of departure. Approximate Retail Value ("ARV") of trip: \$5,500.00 USD; See further Grand Prize Additional Terms and Conditions below.
 - Total ARV of all Grand Prize packages being awarded: \$22,000.00 USD.
- **Additional Prizes.**
 - Three (3) prizes consisting of every digital collectible item that has been offered in The Elder Scrolls ® Online Crown Store since the launch of The Elder Scrolls ® Online through the Sweepstakes Period credited to the winner's valid The Elder Scrolls ® Online account. ARV: \$0 USD.
 - Four (4) prizes consisting of a custom The Elder Scrolls ® Online wrapped console, at the election of each winner. Models available: PS4 Pro, ARV \$1,024.00 USD; Xbox One X, ARV \$1,074.00 USD. Total ARV of all prizes awarded in this category: \$4,096.00 - \$4,296.00 USD.
 - Seventy-five (75) prizes consisting of a The Elder Scrolls ® Online T-Shirt. ARV of each: \$20.00 USD. Total ARV of all prizes awarded in this category: \$1,500.00 USD. Winners of a The Elder Scrolls ® Online T-Shirt will be able to select the size of their choice, according to standard U.S. t-shirt sizes (Small, Medium, Large, Extra Large, XXL). Administrator will contact potential winner of this prize during the winner verification process to confirm potential winner's size preference. If potential winner fails to indicate their preferred size, the winner will be sent a size XL to the address provided on the winner verification materials.
 - Twenty (20) prizes consisting of one (1) The Elder Scrolls ® Online: Summerset Prima Game Guide. ARV of each: \$40.00 USD. Total ARV of all prizes awarded in this category: \$800.00 USD.
 - Twenty-five (25) prizes consisting of one digital in-game package of four (4) Mounts (Flame Atronach Wolf, Frostbane Bear, Psijic Horse, Hollowjack Camel). ARV of each: \$0 USD. Total ARV of all prizes awarded in this category: \$0 USD.
 - Twenty-five (25) prizes consisting of one digital in-game package of four (4) The Elder Scrolls ® Online Homes (Hakkvild's High Hall, Pariah's Pinnacle, The Erstwhile Sanctuary, Princely Dawnlight Palace). ARV of each: \$0 USD. Total ARV of all prizes awarded in this category: \$0 USD.

- Twenty-five (25) prizes consisting of one digital in-game package of four (4) Pets (Artic Fennec Fox, Ja'khajit Raz, Unholy Glow Bone Dragon, Pet Jester Monkey). ARV of each: \$0 USD. Total ARV of all prizes awarded in this category: \$0 USD.
- Ten (10) prizes consisting of a package of 5,500 Crowns¹. ARV of each package: \$39.99 USD. Total ARV of all prizes awarded in this category: \$399.90 USD.
- Ten (10) prizes consisting of the Summerset Collector's Edition Digital Upgrade for The Elder Scrolls ® Online. ARV of each: \$39.99 USD. Total ARV of all prizes awarded in this category: \$399.90 USD.
- Twenty-five (25) prizes consisting of five (5) digital in-game Crown Crates. ARV of each \$0 USD. Total ARV of all prizes in this category: \$0 USD.
- Twenty (20) prizes consisting of ten (10) digital in-game Crown Crates. ARV of each \$0 USD. Total ARV of all prizes in this category: \$0 USD.
- Ten (10) prizes consisting of fifteen (15) digital in-game Crown Crates. ARV of each \$0 USD. Total ARV of all prizes in this category: \$0 USD.

Total ARV of all prizes: ~\$29,570.89 USD - \$29,770.80 USD

ARVs are correct at date of publication of these Official Sweepstakes 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. Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; except that the Sweepstakes 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. Sweepstakes Group will not replace any lost or stolen prizes. All prize details including model, size, color, etc. will be determined by Sweepstakes Group in its sole discretion. To the extent permitted by law, Sweepstakes Group makes no representations or warranties with respect to any Prize. As applicable, delivery of physical prizes to participants will be made to the physical address provided by winners to the Sweepstakes Group during the winner verification process at Sweepstakes Group's cost. All digital prizes will be delivered electronically to the user's valid The Elder Scrolls ® Online account, or in the form of a voucher to be emailed to the email address used on the entry forms submitted by the winner of any digital prize that does not hold a valid The Elder Scrolls ® Online 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, PS4 or Xbox 1.

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 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.

Grand Prize Additional Terms and Conditions: GRAND PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

¹ Crowns are an in-game currency that can be used to purchase customization and convenience items from the Crown Store at www.elderscrollsonline.com.

Grand Prize Winners and their guest must be available to travel from June 9, 2019 – June 13, 2019. If the Grand Prize Winners or their guests are unable to travel June 9, 2019 – June 13, 2019, Grand Prize Winners will forfeit the Grand Prize and will not receive any compensation from Sweepstakes Group. Tickets will not be refundable or redeemable for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. Grand Prize or any of the above listed components may not be sold, traded, transferred, refunded, substituted, commissioned or redeemed for cash value. Dates of departure and return are subject to change. Sweepstakes Group will not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same.

Sweepstakes Group will not be liable for any loss or damage to baggage or other property of winner or travel companion. The Grand Prize winner understands and agrees that Sweepstakes Group has the right, at their sole discretion, to disqualify and remove the Grand Prize winner or their travel companion ("Companion") from any activity at any time without compensation if the Grand Prize winner's or their Companion's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sweepstakes Group or otherwise violates the policies of the Sweepstakes Group, and in such a case, Grand Prize winner will still be solely responsible for all federal, state, provincial, and local taxes, and tariffs, of all applicable jurisdictions and any other expenses related to the Grand Prize.

Actual costs of Grand Prize components will depend on point of departure, dates of travel and any airfare fluctuations and any difference in value will not be provided to Grand Prize winner. Airline carrier and agent to be selected by Sweepstakes Group in its sole discretion. Grand Prize winner and Companion must travel together on the same itinerary, and ground transportation and hotel accommodations must be taken by Grand Prize winner and Companion together. Once travel dates have been booked, no extension or substitution of trip dates is permitted, except at Sweepstakes Group's sole discretion. Once travel has been confirmed, any cancellation or change fees or restructuring of the trip are the sole responsibility of the Grand Prize winner. Additional costs including, but not limited to, seat assignments, baggage fees, or other airline-travel related expenses are determined by selected airline and will be the sole responsibility of the Grand Prize winner and Companion.

If the Grand Prize winner is a resident of a state that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian, and such person must accompany Grand Prize winner on trip as the Companion. Companion must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless accompanied by his/her parent/legal guardian (who must be the Grand Prize winner).

Grand Prize winner and Companion are solely responsible for providing all necessary identification documents and will be responsible for obtaining all necessary travel documents (i.e., valid passport, visa, etc.) and any fees or expenses associated therewith. Failure to provide such documents may result in trip cancellation upon airport check-in.

Grand Prize winner and/or their Companion must present at least one major credit card in good standing in order to check into the hotel. The Grand Prize trip conditions stated herein are not all-inclusive and may be subject to additional conditions, which may be stated in the Release and/or Grand Prize winner's travel documents. Sweepstakes Group is not responsible for lost or stolen tickets, itineraries, or identification, or any other documents or property belonging to Grand Prize winner or Companion during the Grand Prize trip. Grand Prize winner is solely responsible for all federal, state and local taxes, and tariffs of any applicable jurisdiction and any other costs, incidentals, and any other expenses associated with Grand Prize acceptance and use not specifically mentioned as being provided, including, but not limited to, unspecified ground transportation and/or luggage handling between Grand Prize winner's home and airport, and items not included as part of the winning Grand Prize. The following are the sole responsibility of the Grand Prize winner and their Companion: travel to and from the major commercial airport near the Grand Prize Winner's legal residence; spending money; travel insurance; room service; laundry service; spa treatments; beverages, meals; local and long distance telephone calls; merchandise and souvenirs; incidental expenses; additional tips and gratuities; and all other costs and expenses not

otherwise mentioned herein. The Grand Prize winner assumes all responsibility for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of the prize that may be sustained by Grand Prize winner or Companion. Prizes are not transferable. Sweepstakes Group reserves the right to provide a substitute prize of approximately equal or greater value if the advertised prize becomes unavailable.

7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, disclose and otherwise process the personal information you provide when you enter the Sweepstakes as set forth in the Sponsor's Privacy Policy: <https://account.elderscrollsonline.com/privacy-policy>, and in particular for the purposes of administering the Sweepstakes, prize fulfillment, recordkeeping and for compliance with our legal obligations in all jurisdictions in which the Sweepstakes is available. By entering the Sweepstakes, you understand and acknowledge that your personal information will be used for these purposes and as set forth in our Privacy Policy. 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 Privacy Policy or contact us at: privacy@support.zenimax.com.

The Administrators act as data processors of the Sponsor and process your personal information in connection with the Sweepstakes on behalf of the Sponsor. The Administrators are subject to appropriate contractual obligations and are only allowed to process personal data for the Sponsor's purposes as disclosed hereunder or in the Sponsor's Privacy Policy. **Transfers to the United States.** The Sweepstakes websites and the personal information you submit (as detailed in these Sweepstakes Rules) will be hosted and processed, for the purposes described above, on servers in the United States, where the Sweepstakes 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 Privacy Policy (to request information about these safeguards or privacy practices, contact us as set forth in the Privacy Policy: www.zenimax.com/legal_privacy.htm).

Users outside the European Economic Area and Switzerland: By entering into the Sweepstakes, you acknowledge that you understand and agree to our Privacy Policy. By accepting a Prize, each winner agrees to Sweepstakes Group's use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sweepstakes Group may conduct relating to the Sweepstakes 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 Sweepstakes winner information may be used by the Sweepstakes Group to communicate about the Sweepstakes to its retailers and distributors. **Grand Prize winner** agrees to use best efforts to secure Companion's agreement to these terms as a condition of acceptance of the Grand Prize.

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 Sweepstakes is (1) the performance of our agreement with you, including as necessary to administer the Sweepstakes 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 Sweepstakes available (Article 6(1)(c) of the GDPR); (3) our legitimate business interests (including running the Sweepstakes 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 Sweepstakes (Article 6(1)(f) of the GDPR)). By entering into the Sweepstakes you acknowledge that you have read and understood the ZeniMax Privacy Policy (<https://account.elderscrollsonline.com/privacy-policy>).

[policy](#)), which explains how your personal information related to the Sweepstakes 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 Sweepstakes will not be valid. Your personal data will be retained for as long as necessary for the administration of the Sweepstakes, to contact potential winners and allocate prizes, and, where applicable, for the duration of the Publicity 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 Privacy Policy at: <https://account.elderscrollsonline.com/privacy-policy>.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Sweepstakes Group reserves the right to suspend or modify this Sweepstakes, or these Official Sweepstakes Rules, in whole or in part, at any time and without notice or obligation if, in Sweepstakes Group's sole opinion, any factor independent from the Sweepstakes Group interferes with its proper conduct as contemplated by these Official Sweepstakes Rules. Without limiting the generality of the foregoing, if the Sweepstakes, 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, or technical failures, which, in the sole opinion of Sweepstakes Group, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sweepstakes Group may, in its sole discretion, void any suspect Entries and: (a) terminate the Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant portion, in a manner that best conforms to the spirit of these Official Sweepstakes 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 Sweepstakes 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 Sweepstakes Rules. Decisions of Sweepstakes Group will be final and binding on all matters pertaining to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, provincial and local laws, of all applicable jurisdictions. Sweepstakes Group reserves the right to correct any typographical, printing, computer programming or operator errors. Sweepstakes Group's failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Sweepstakes Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Sweepstakes Rules is determined to be invalid or otherwise unenforceable, then the Official Sweepstakes 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 Sweepstakes Group his/her prize, or the cash value thereof. Sweepstakes 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 Sweepstakes and/or Sweepstakes websites or apps, violates the Official Sweepstakes Rules, violates the terms of use relating to The Elder Scrolls ® Online 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 SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SWEEPSTAKES 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 The Elder Scrolls ® Online account used to submit the entry will be deemed to be the entrant. The "authorized

account holder” is the natural person assigned The Elder Scrolls ® Online account by Sponsor. A Potential Winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SWEEPSTAKES GROUP HAS NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD THE SWEEPSTAKES GROUP 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 SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES 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. SWEEPSTAKES GROUP IS 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 Sweepstakes 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 Sweepstakes website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes; (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

Except where prohibited and/or contrary to mandatory provisions of applicable local law, you agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Montgomery County, Maryland; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **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 Sweepstakes Rules, or the rights and obligations of you and the Sweepstakes Group in connection with the Sweepstakes, 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 Sweepstakes Group agree that: (a) the Sweepstakes Group shall not have any liability for events which neither the Sweepstakes Group nor its suppliers could have foreseen or prevented even if the Sweepstakes Group or its suppliers had taken reasonable care; and (b) as you are a consumer and not entering the Sweepstakes in connection with any business the Sweepstakes Group shall not have any liability for any commercial or business-related damages, costs or losses. The Sweepstakes Group will be liable to you for death or personal injury caused by its negligence or if it acts fraudulently. The Sweepstakes Group will try and solve any disagreements with you quickly and efficiently. If you are not happy with the way the Sweepstakes Group deals with any disagreement you and the Sweepstakes Group may agree to refer the matter to arbitration but you and the Sweepstakes Group are not restricted from bringing court proceedings in your country or elsewhere. Local mandatory laws may be applied.

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 Canada: If a winner is from 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.

13. OFFICIAL SWEEPSTAKES RULES AND WINNERS LIST

To obtain a copy of these Official Sweepstakes Rules or a winners list (the list of winners will be available by [March 31, 2019]), please email your request to winners@mkpromosource.com. Requests must be received by 03/31/2019. DO NOT SEND ANY OTHER CORRESPONDENCE TO THIS EMAIL ADDRESS

14. SPONSOR CONTACT INFORMATION

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

DO NOT SEND MAIL IN ENTRIES OR REQUESTS FOR OFFICIAL SWEEPSTAKES RULES OR WINNERS LISTS TO THIS ADDRESS.

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