

MONSTER ENERGY CALL OF DUTY®: BLACK OPS III PROMOTION

LEGAL NOTICE: These terms and conditions (“Terms”) set out the basis on which you can participate in the Monster Energy Call of Duty®: Black Ops III Promotion (“Promotion”) which is managed and administered by Monster Energy Europe Limited whose registered office is at Unit 51 Metropolitan Park, Bristol Road, Greenford, Middlesex UB6 8UP (“Monster Energy”). By entering your Promotional Code (defined below) and registering online, you accept these Terms in full. If you do not accept these Terms in full, you should not register and you will not be eligible to receive any of the below Call of Duty®: Black Ops III (USK 18) game enhancing digital content (“In-Game Reward”).

Promotional cans

1. Cans of ‘Monster Energy Original’ products featuring the promotional Monster Energy Call of Duty®: Black Ops III artwork and abridged promotion terms (each a “**Promotional Can**”) shall each carry a unique code (“**Promotional Code(s)**”) displayed on the underside of the black ring-pull (“**Promotional Ring-Pull(s)**”). Promotional Cans shall be available as single units (“**Single Can(s)**”) or as part of a multipack (the packaging of which shall display the Call of Duty®: Black Ops III artwork and abridged promotion terms), which contain four (4) Promotional Cans (“**Multipack Can(s)**”). No other Monster Energy products will feature as part of this Promotion or contain a Promotional Ring-Pull.

Important Dates

2. Promotional Cans will be available from 00:01 on 30 October 2015 until 23:59 on 31 December 2015, or while stocks last.
3. You must register to redeem your In-Game Reward by no later than 23:59 on 31 March 2016. Registration will not be possible after this time and you will not receive an In-Game Reward if you attempt to register after this time. All entries are deemed to have been received at the time of entry into Activision’s (defined below) database.

How to claim your In-Game Reward

4. Prior to claiming an item of In-Game Reward you will need to register for an account (“**Account**”) online at www.callofduty.com/monsterenergy. Once registered, your Account will automatically link to your:

- 4.1.1 Xbox LIVE gamertag and profile for the Xbox One console;
- 4.1.2 X Box LIVE gamertag and profile for the Xbox 360 console;
- 4.1.3 PlayStation Network gamer profile for the PS4 console;
- 4.1.4 PlayStation Network gamer profile for the PS3 console;
- 4.1.5 PlayStation Plus gamer profile for the for PS3 console; or
- 4.1.6 Steam gamer profile for PC;

(each a “**Gamer Profile**”)

5. To claim an item of In-Game Reward, you should log into your Account and enter your Promotional Code. After your successful entry of a Promotional Code, in accordance with these Terms, the success page will display the item of In-Game Reward that you have received, which will automatically be loaded onto your Call of Duty®: account within your Call of Duty®: Black Ops III (USK 18) game for your Gamer Profile (your “**Game Play**”) and available to you upon starting gameplay as follows:

- 5.1 For Promotional Codes redeemed between 00:01 on 30 October 2015 and 23:59 on 05 November 2015 your In-Game Reward will be available to you upon starting gameplay within 48 hours of 00:01 on 06 November 2015; or
- 5.2 For Promotional Codes redeemed between 00:01 on 06 November 2015 and 23:59 on 31 March 2016 your In-Game Reward will be available to you upon starting gameplay within 48 hours from the time your Account has displayed the item of In-Game Reward you have received.

Your In-Game Reward will load onto your Game Play in allotments of up to thirty (30) minutes per twenty-four (24) hours (depending on the number of In-Game Rewards redeemed).

6. The In-Game Rewards available are as follows:

Promotional Can	In Game Reward	Description
Single Can	Fifteen (15) minutes of Zombies Double XP (2XP)	The Promotional Code found on a Single Can entitles the user to obtain double experience points in the Zombies mode of the Game for a period of fifteen (15) minutes
Multipack Can	Thirty (30) minutes of Zombies Double XP (2XP)	The Promotional Code found on a Multipack Can entitles the user to obtain double experience points in the Zombies mode of the Game for a period of thirty (30) minutes

7. Each Promotional Code may only be redeemed once and you are limited to a maximum of thirty (30) hours of In-Game Reward per person. Your Promotional Code will only be redeemable with the Call of Duty®: account details on your Account.
8. In the event of any problems with the uploading and/or use of the In-Game Reward, please contact the Activision customer service team as set out below.

Other important information

9. You must be aged 18 or over and resident in Germany. Monster Energy reserves the right to refuse to register, to unregister and/or not to dispatch an In-Game Reward to anyone who does not meet these eligibility conditions.
10. All times and dates set out in these Terms refer to the times and dates in Germany. In the event of any dispute over the time or date of any entry submitted, Monster Energy's decision will be final.
11. To be able to claim and use your In-Game Reward you will require: a computer or another internet-ready device and internet access to register for this Promotion; a Call of Duty®: account; a Gamer Profile; a compatible copy of the Call of Duty®: Black Ops III (USK 18) game (published by Activision); a PC or game console (being either Xbox 360, Xbox One, PS3 or PS4). No refund may be claimed for any expenses (for example data-transmission costs) incurred for the purpose of claiming or using your In-Game Reward. Such costs shall be borne by you.
12. If you do not have an existing Call of Duty®: account, you can follow the instructions to register for this service free at <https://profile.callofduty.com/cod/register>. For the avoidance of doubt a Gamer Profile must be obtained separately from the applicable game platform provider. Registration with those third-party game platform providers requires agreement to the applicable terms and conditions and privacy policies for such game platforms, and may require subscription fees (as of drafting these Terms, Xbox Live Gold and PlayStation Plus memberships are paid subscriptions, sold separately by the game platform provider), for which Monster Energy is not responsible.

13. Monster Energy and Coöperatie Activision Blizzard International U.A. whose registered office is at Beechavenue 131, 1119RB SCHIPHOL-RIJK, Nederland ("**Activision**") are not responsible for any problems or technical malfunction of any computer on-line systems, servers, providers, computer equipment, and/or software malfunction of any entry to website, or any delivery service that is not controlled by Monster Energy or Activision.
14. Your In-Game Reward will be uploaded according to these Terms into your Call of Duty®: Black Ops III (USK 18) game by Activision. Monster Energy and Activision accept no liability for the delivery of the In-Game Reward by Activision or any failure to do so nor for the quality or use of the In-Game Reward, which is provided solely as a software upgrade by Activision (save that Monster Energy's liability according to sec. 22 of the Terms remains unaffected). If you have any problems with the software upgrade, please contact Activision customer service team as set out below.
15. Only a Promotional Can with a Promotional Ring-Pull may be used for the purpose of this Promotion. Monster Energy shall not be responsible for any damaged Promotional Ring-Pull or illegible Promotional Code. No refunds shall be made for any faulty product and/or Promotional Code. This does not affect your statutory legal rights.
16. If the In-Game Reward is unavailable, Monster Energy and/or Activision may contact you, via your Account details provided at registration, to arrange substitute In-Game Reward. No cash alternative is available.
17. Any Promotional Ring-Pulls that you collect and any In-Game Reward you receive are for your personal use only. You must not sell, exchange or transfer your Promotional Ring-Pulls or your In-Game Reward (or attempt to do any of these things).
18. No employee or family member of an employee of Monster Energy and/or Activision or any of their affiliated companies, sub-contractors, agents or assigns or anyone else professionally associated with this promotion is permitted to register to receive any In-Game Reward.
19. Entries will not be valid where they are made online using methods generated by a script, macro or the use of automated devices.
20. Monster Energy reserves the right to withhold any In-Game Reward if you breach (or Monster Energy reasonably suspects that you have breached or will breach) these Terms. You may provide sufficient proof that you did not breach these Terms.
21. When you register online, you will be required to submit the details as set out in these Terms. You will have the option to allow Activision to use any personal data submitted for marketing and promotional purposes. For further details of what data will be collected and how this data will be used by Activision please see Activision's privacy policy (available at <http://s.activision.com/privacy/privacy.html>).
22. In case of damages caused by intent, gross negligence or absence of warranted characteristic the liability of Monster Energy is not limited. In case of slight negligence, Monster Energy has unlimited liability for damages to life, body and health.
23. Monster Energy's liability is limited to the foreseeable, typically occurring damage in case of (i) slight negligent delay in the performance of obligations of Monster Energy, (ii) the performance has become impossible due to slight negligence or (iii) Monster Energy has slightly negligent breached a cardinal obligation (duty essential for the performance of the agreement).
24. Monster Energy reserves the right to amend these Terms at any time if circumstances beyond its reasonable control make this unavoidable. The up-to-date wording of these Terms will be available for the whole duration of the Promotion at www.callofduty.com/monsterenergy.
25. These Terms are governed by the laws of Germany and any dispute arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the Courts of Germany. This choice of law is without prejudice to any provisions of statutory law applicable, due to your status as a consumer.

26. If you have any questions about this Promotion, have entered a valid Promotional Code but your In-Game Reward does not upload into your game or if you need to get in touch with us, please contact the Activision customer service team at <https://support.activision.com>.
27. NOTE: Activision is not a sponsor of this Promotion. The "Call of Duty®" names, logos and/or materials are used for the purposes of promotion and/or In-Game Reward descriptions only and such use is not intended to suggest or imply Activision's sponsorship of this Promotion.