Call of Duty®: Black Ops Cold War #CODTOPPLAYS Promotion

OFFICIAL RULES:

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

1. PROMOTION TERM AND DEADLINES: The *Call of Duty®: Black Ops Cold War* #CODTOPPLAYS Promotion (the "Promotion") begins October 15, 2020 at 9:00am Pacific Daylight Time ("PDT") and ends October 19, 2020 at 5:00pm PDT (the "Promotion Period"). All entries received after the end of the Promotion Period will be ineligible for a chance to win a prize.

2. ELIGIBILITY: The Promotion is open and offered only to legal residents of the fifty United States and the District of Columbia (excluding Puerto Rico and other U.S. territories and possessions), 18 years of age or older (except residents of Alabama and Nebraska, who must be 19 years of age or older and residents of Mississippi, who must be 21 years of age or older) at the time of entry. Promotion is void in Puerto Rico and other U.S. territories and possessions and where prohibited or restricted by law. Employees, officers and directors of Activision Publishing, Inc. ("Sponsor") and each of their respective parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, webmasters and web suppliers, and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsor, the "Promotion Entities"), and their IRS dependents, immediate families (spouse and parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Promotion. By participating, you ("Entrant") agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to this Promotion.

3. HOW TO ENTER: To enter this Promotion and be eligible to win a prize, during the Promotion Period, Entrants must follow Call of Duty on Twitter (@CallofDuty) or Instagram (@CallofDuty), tweet on Twitter or post on Instagram (as applicable) sharing captured footage of their gameplay from the *Call of Duty®: Black Ops Cold War game* using the hashtags #CODTopPlays and #Sweeps. The entrants Twitter and/or Instagram account must be set to public (i.e. not private). Limit of one (1) entry per person/account/email/household during the Promotion Period, regardless of method of entry. Proof of submission is not proof of receipt. Any attempt at e-mail or other method of entry is void. Any attempt by any person to obtain more than the stated number of entries by using multiple/different Twitter and/or Instagram accounts, or any other methods including, without limitation, script, macro or any automated or other means which subverts the entry process, will void that person's entry and that person will be disqualified. Entries must comply with Twitter's and Instagram's terms of use and shall not contain content that is unlawful or inconsistent with Sponsor, Call of Duty or its brand image. Sponsor may disqualify any such entry at its sole discretion.

4. DRAWING: One random drawing will be held from among all eligible entries received during

the Promotion period. Three (3) winners will be selected. The random drawing will be conducted by Sponsor, whose decisions are final and binding on all matters relating to the Promotion. Odds of winning depend on the number of eligible entries received.

5. WINNER NOTIFICATION: Within thirty (30) business days of the conclusion of the Promotion, Sponsor shall endeavor to notify potential winner via "Direct Message" on Twitter or Instagram (as applicable) to obtain the email, mailing address and phone number of the potential winner for prize delivery. Winner may be subject to verification of the entrant's eligibility and compliance with these Official Rules. Winner notification not acknowledged by winner within twenty-four (24) hours after outreach from Sponsor may be forfeited at Sponsor's discretion and awarded to an alternate winner selected by Sponsor. Any prizes not claimed by alternates within twenty-four (24) hours after outreach from Sponsor shall be considered forfeited and shall be discarded at the Sponsor's sole discretion.

6. PRIZES AND ARV:

Each winner will receive one (1) TCL 55" Television - Model 55R635 (ARV $649.99).

Three (3) winners total.

Total approximate retail value of all prizes: $1,949.97 USD.

Winners may not substitute, assign or transfer prize, or redeem prize for cash, but Sponsor reserves the right, in its sole discretion to substitute prize (or a portion thereof) with another prize of comparable or greater value. All prize details are at Sponsor's sole discretion. Allow four (4) to six (6) weeks after winner notification.

7. CONDITIONS OF PARTICIPATION: Entrants agree (a) that the Promotion Entities will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize, or participation in this Promotion or any Promotion related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize; and (b) except where legally prohibited, each winner grants (and agrees to confirm such grant in writing) permission for Sponsor and those acting under its authority to use winner's name, city and state of residence, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in any and all media now known or hereafter discovered, worldwide and on the internet, in perpetuity, in any manner, without notice, review or approval.

You hereby warrant and represent that you participated in the Promotion by means of your own creation of other materials such as user-generated content as specified in these Official Rules. By entering this Promotion, all Entrants warrant and represent that their entries are their own fully original creations, and their respective entries (including but not limited to any materials integrated into the entries for Promotion containing user-generated content) will not infringe or

violate the rights of any third parties, including but not limited to copyrights, trademarks and/or rights of publicity/privacy. Your entry must not:

- contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
- contain brand names or trademarks, other than (i) those of Sponsor, which you have a limited license to use for the sole purpose of creating and uploading your entry, and/or (ii) those that you own, which you agree to license to Sponsor on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to Sponsor on a royalty-free, irrevocable, perpetual, non-exclusive basis in connection with the entry;
- contain footage, music, images, artwork, literary or other copyrighted material not created by you, other than material that you have necessary rights, consents and permissions to use and sub-license to Sponsor on a royalty-free, irrevocable, perpetual, non-exclusive basis in connection with the entry;
- contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- disparage Sponsor;
- contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- contain material that is unlawful, in violation of, or contrary to, the laws or regulations in any jurisdiction where the entry is created.

Sponsor shall have sole discretion in determining whether an entry does or does not comply with the conditions set out in this Section 7.

8. **LIMITATIONS ON LIABILITY**: Promotion Entities are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, any errors or problems which may occur in connection with the administration of the Promotion, the announcement of the prizes or in any Promotion-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or website, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves

the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from the website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Promotion, and if terminated, randomly select winners from all non-suspect, eligible entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Promotion Entities are not liable for printer errors.

9. **LIMITATION OF LIABILITY**: PROMOTION ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PROMOTION WEBSITE AND/OR TWITTER ACCOUNT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. **CHOICE OF LAW**: Any and all legal actions or claims arising in connection with this Promotion must be brought in a court of competent jurisdiction in Los Angeles, CA. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law, without reference to California choice of law rules, governs the Promotion and all aspects related thereto.

11. **WINNERS LIST**: To obtain a winner's list, send a self-addressed stamped envelope in a separate, first class stamped envelope to: *Call of Duty®: Black Ops Cold War* #CODTOPPLAYS Promotion Winners List, c/o Activision Publishing, 3100 Ocean Park Blvd., Santa Monica, CA 90405. Requests must be received no later than sixty (60) days following the conclusion of the Promotion Period.

12. **SPONSOR**: Activision Publishing, Inc. 3100 Ocean Park Blvd., Santa Monica, CA 90405. Although Twitter's and Instagram's terms of use apply to content on and use of Twitter and Instagram (as applicable) related to this Promotion, Twitter and Instagram are not sponsors of, or affiliated with this Promotion.

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