

## OFFICIAL RULES: 2022 CALL OF DUTY LEAGUE CHAMPIONSHIP MODERN WARFARE II BETA CODE SWEEPSTAKES

**OVERVIEW:** The 2022 Call of Duty League Championship Modern Warfare II Beta Code Sweepstakes (the "Promotion") (all capitalized terms defined below): provides a chance to win a free software beta code at the end of each individual Game for each Game viewed by the entrant through to its conclusion. The drawing for each Game is separate. Entry for one Game's drawing is not entry for any other Game's drawing. Additional details for these offers are set forth below. Note that these Official Rules do not apply to the Call of Duty League Viewership Incentive Promotion, the rules for which can be found [here](#).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN ANY DRAWING. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING IN ANY DRAWING. ODDS OF WINNING A SOFTWARE BETA CODE IN EACH SEPARATE DRAWING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THAT DRAWING BASED ON THE NUMBER OF ELIGIBLE VIEWERS AT THE END OF THE PARTICULAR GAME ASSOCIATED WITH THAT DRAWING. YOU WILL NOT BE ELIGIBLE TO ENTER THIS PROMOTION UNLESS YOU ARE RESIDENT IN ONE OF THE COUNTRIES SPECIFIED IN SECTION 3.

BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND YOU SHOULD READ THESE OFFICIAL RULES CAREFULLY. THESE OFFICIAL RULES ARE COMPRISED OF PART A (WHICH APPLIES TO ALL ENTRANTS), PART B (WHICH APPLIES ONLY TO US AND CANADA RESIDENT ENTRANTS) AND PART C (WHICH APPLIES TO ALL NON-US AND NON-CANADIAN RESIDENT ENTRANTS).

### **PART A: TERMS APPLICABLE TO ALL ENTRANTS**

**1. SPONSOR:** The sponsor of this Promotion ("Sponsor") is: The Call of Duty League, LLC, 2701 Olympic Boulevard, Building B, Santa Monica, CA 90404. YouTube is not a sponsor of or affiliated with this Promotion.

**2. PROMOTION TERM AND DEADLINES:** The Promotion begins at the start of the official Broadcast of the 2022 Call of Duty League Championship Sunday, scheduled to be held on or around August 7, 2022 at 11:00AM PT with an estimated end time of August 7, 2022 at 2:00PM PT (the "Promotion Period"). Each Game during the Promotion Period will constitute a separate and distinct promotional event under these Official Rules.

**3. ELIGIBILITY:** The Promotion is open and offered only to legal residents in Denmark, France, Germany, Japan, New Zealand, Norway, Saudi Arabia, South Korea, Spain, Switzerland, Taiwan, Canada (excluding Quebec), United Kingdom and United States. For Argentina, this Promotion should be considered as temporary rules to grant benefits (i.e., the Software Beta Code) for duly registered players in accordance with these Official Rules.

To be eligible to enter the Promotion, each Entrant (as defined below) must also be 18 years of age or older at the time of entry. Notwithstanding anything to the contrary contained herein, the Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsor and its parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, web masters and web suppliers, vendors, suppliers and production/distribution partners and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsor, the "Promotion Entities"), and their 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, each person (hereinafter "Entrant" or "Entrants"), agree to these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to this Promotion unless disputed in accordance with Sections 16 or 19 (as applicable).

To be eligible to participate in this Promotion, Entrants must have an account in good standing with (1) Activision Publishing, Inc. ("Activision") and (2) The Call of Duty League, in each case in compliance with all applicable terms

and conditions. Activision and the Call of Duty League accounts are free of charge and can be obtained at <https://profile.callofduty.com/cdl/register-email>.

**4. HOW TO ENTER:** Viewers of Games on the following platforms (each, a “Platform”) will be eligible to participate in this Promotion (as detailed below) by following these steps:

**Callofdutyleague.com or the Call of Duty Companion App viewers:**

1. [Create](#) or [log in](#) to your Activision account.
2. [Link](#) your Activision account to your Battle.net/PSN Account/Xbox Account
3. View a live stream of a Game during the Promotion Period.

**Call of Duty League YouTube Channel & Call of Duty Youtube Channel viewers:**

1. [Create](#) or [log in](#) to your YouTube account on a personal computer (PC) or the YouTube mobile application.
2. [Link](#) your Activision account to your YouTube account.
3. View a live stream of a Game on personal computer (PC) or the YouTube mobile application for the required period of time during the Promotional Period.

If an entrant does not want to be automatically entered into the Promotion, such person may either (1) log out of such person’s Activision account(s) (as applicable) prior to the end of a particular Game; or (2) un-link such person’s Battle.net/PSN Account/Xbox Account (as applicable) from the Activision account. Note that viewers on YouTube TV App and MLG.com will **not** be eligible to participate. The foregoing conditions of entry (as applicable depending on viewing platform) and the Eligibility Criteria (in Section 3) together are the “Initial Conditions”.

A. **Software Beta Code** – During the Promotion Period, all viewers who satisfy the Initial Conditions and are watching a live stream of the August 7, 2022, Broadcast for at least sixty minutes (00:60) during a Broadcast will be entered into a random prize draw for the chance to win one (1) digital code redeemable for access to the “Call of Duty®: Modern Warfare® II Early Access Beta” (as further described in Section 7) in accordance with Section 5 below.

During the **Promotion Period** there will be up to nine (9) Games and up to nine (9) drawings. For a complete schedule visit the schedule page of the Call of Duty League website [here](#). Limit of one (1) entry per Activision account per Game regardless of method of entry. Any attempt by any person to obtain more than the stated number of entries by using multiple accounts, or any other methods including, without limitation, script, macro or any automated or other means which subverts the intended operation of the Promotion, will void all of that Entrant’s entries and that Entrant will be disqualified.

If an Entrant does not want to be automatically entered into the Promotion, they may either (1) log out of Entrant’s Activision account(s) (as applicable) prior to the end of a particular Game; or (2) un-link Entrant’s Battle.net/PSN Account/Xbox Account (as applicable) from Entrant’s Activision account.

**5. PRIZE DRAWINGS:** At the conclusion of each Game during the Promotion Period, potential winners will be randomly drawn from among the eligible Entrants who meet the criteria listed in Section 4.A and. The drawing will be conducted by Sponsor or its appointed independent designee. Odds of winning any such prize via the random drawing for any given Game will depend on the number of eligible Entrants viewing a live stream at the end of the applicable Game. The number of prizes are set out in Section 7. Sponsor reserves the right to increase the chances of winning at any time for particular Games or during specific limited times during the Promotion Period.

**6. NOTIFICATION AND VERIFICATION OF PRIZES:** Within 48 hours of the conclusion of each applicable Game, and upon Sponsor’s (or Sponsor’s designee’s) determination of eligible Entrants and winners, the ability to claim a free Software Beta Code will be delivered to the email address registered to the Activision account of each winner of the

Software Beta Code, subject in each case to compliance with these Official Rules. Entrants viewing the Broadcast on the Call of Duty League or Call of Duty YouTube channels must regularly visit <https://callofdutyleague.com/en-us/championship-rewards>, and log-in with their Activision Account to determine whether they have received a Software Beta Code. Winners shall be responsible for ensuring that the email address registered on their Activision account is current and correct and Activision shall have no responsibility for Software Beta Codes which can not be claimed by winners due to failure of entrant to ensure accurate information. Non-compliance with these Official Rules may result in disqualification and/or forfeiture of the Software Beta Code, in each case, at Sponsor's sole discretion. For Canadian Entrants, if Entrant incorrectly answer the skill testing question (as determined by Sponsor in its sole and absolute discretion), Entrant will not be eligible to receive the Software Beta Code (and such Software Beta Code will be forfeited and not awarded). Entrant must complete any forms or other documentation provided by Sponsor (or Sponsor's designee) in order to receive a prize. Non-compliance with these Official Rules may result in disqualification, forfeiture of the prize, and, at Sponsors' sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

**7. SOFTWARE BETA CODE:**

- (a) A. There are fifty thousand (50,000) Software Beta Codes available in this Promotion (maximum of fifty thousand (50,000) winners). Each winner will be provided with one (1) digital codes which may be redeemed on a qualifying platform by winner to gain access to the "Call of Duty®: Modern Warfare® II" early access beta program. The Software Beta Codes have no cash redemption value, are non-transferable (except as permitted, above), and cannot be traded or exchanged in any manner. The use of Software Beta Codes is subject to all terms and conditions applicable to the "Call of Duty®: Modern Warfare® II" game license, including without limitation Activision's End User License Agreement available here The Software Beta Codes expire on upon official closure of the beta and will not be replaced. Actual platform availability and launch date(s) of Call of Duty®: Vanguard Early Access Beta subject to change. See [www.callofduty.com/beta](http://www.callofduty.com/beta) for more details. Minimum Open Beta duration is 2 days. Limited time only, while Early Access Beta Codes last. An internet connection will be required to participate in the Call of Duty®: Modern Warfare® Early Access Beta and an online multiplayer subscription may be required. The number of Software Beta Codes available for each drawing are as follows:

Game Number	Software Beta Codes
End Map 2	10,000
End Map 3	10,000
End Map 4	5,000
End Map 5	5,000
End Map 6*	5,000
End Map 7*	5,000
End Map 8*	5,000
End Map 9*	5,000

\*If applicable, the remaining Software Beta Codes will be included in the final Game's drawing (e.g. in the event Games 6-9 are not played, 20,000 codes will be distributed in the drawing for Game 5)

**8. WINNERS' LIST:** To obtain a winners list for all those winning a Software Beta Code, contact Activision customer support [here](#), specifying the name of the Game for which you would like the winners list. Requests must be received no later than sixty (60) days following the conclusion of the applicable Game of the Promotion.

**9. PUBLICITY:** Except where prohibited by applicable law, each winner agrees to participate in reasonable publicity as may be required by Sponsor in respect of the Promotion. Sponsor reserves the right to publish each winner's name, photograph and likeness, and country of residence on its winners list and websites.

**10. PRIVACY:** By participating to the Promotion, entrants hereby acknowledge that Call of Duty League, LLC may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.callofdutyleague.com/en-us/privacy> and that personal information is shared with Activision for the purposes of fulfilling this Promotion. Activision will only process the personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.activision.com/legal/privacy-policy>. Entrants confirm that they have acknowledged both privacy policies. Entrants' personal information may be transferred to the United States of America for the purpose of this Promotion. Entrants have the right to access, ask for erasure, and correction of their personal information and can request such action as detailed in both privacy policies.

**11. SPONSOR'S RIGHTS:** Sponsor reserves the right at any time, in its absolute discretion, to:

- verify the eligibility of any entrant (including their age and place of residence);
- disqualify any entrant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who Sponsor believes to have acted in breach of these Official Rules; and
- disqualify any entrant posting an entry or a comment to Sponsor's or Activision's social media channels and/or interactive features of its websites or other platforms that is, in Sponsor's opinion, inappropriate, offensive or upsetting to other entrants, fans of Sponsor or directly aimed at Sponsor, or contrary to applicable law, or Sponsor's or Sponsors' vendor's or supplier's terms of use or service (including community guidelines or other terms governing appropriate behavior) and to remove any such entry or comment.

Sponsor reserves the right to extend, withdraw, alter or suspend the Promotion or these Official Rules at any time if circumstances beyond its control (which could not be reasonably foreseeable at the time of this Promotion and which could not be avoided by appropriate means) make this unavoidable.

**12. CONTACT:**

If you have any questions regarding the Promotion, please contact Activision [customer support here](#)

## **PART B: TERMS APPLICABLE TO US RESIDENT ENTRANTS**

The following terms apply only to those Entrants who are residents of the United States and Canada:

**13. CONDITIONS OF PARTICIPATION:** Entrants agree 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 Software Beta Code, 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 Software Beta Code.

**14. 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 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, or any errors or problems which may occur in connection with the administration of the Promotion; 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 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 Entrants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from a Promotion-related 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 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 Activision account, the authorized subscriber of the Activision account at the time of entry will be deemed to be the entrant and must comply with these Official 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 that is associated with the Activision account.

**15. IN NO EVENT WILL THE PROMOTION ENTITIES AND/OR YOUTUBE BE 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 SITE 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.**

**16. ARBITRATION:** Any dispute whatsoever relating to the Promotion which is not resolved within the thirty (30) day period commencing upon receipt of written notice by either party from the other party, shall be settled by binding and final arbitration before a single arbitrator. The demand for arbitration shall be made within a reasonable time after a claim, dispute, breach or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim, dispute or breach. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Arbitration shall be by a single arbitrator experienced in the matters at issue selected pursuant to the AAA Rules. The arbitration shall be held in such place in the metropolitan area of Los Angeles, California, as may be specified by the arbitrator (or such other place upon which the parties and the arbitrator may agree), and shall be conducted pursuant to the AAA Rules (regardless of any choice of law provision in this Agreement) to the extent not otherwise inconsistent with this Agreement. The parties shall not be entitled to discovery other than the exchange of relevant documents and one deposition not to exceed eight hours, except as otherwise allowed by the arbitrator or the AAA rules. However, the parties shall also be entitled to depose any expert that will be presented to testify at the arbitration hearing. The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator's decision may be entered in any court of record having jurisdiction over the subject matter or over the party against whom the judgment is being enforced. The arbitrator shall issue a reasoned opinion to support its final award, and shall have no power to issue any ruling that either is not consistent with, or is contrary to, Delaware law. The arbitrator also shall have no power to award exemplary, special or punitive damages, and

shall further have no power to award incidental or consequential damages or damages for lost profits. The reasonable attorneys' fees and costs of the prevailing party or parties (as determined by the arbitrator) shall be reimbursed by the other party or parties. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration. The foregoing shall not be deemed to prohibit a party from disclosing relevant information to its legal, financial and other advisors in connection with any such dispute as long as such advisors agree to maintain the confidentiality thereof pursuant to this provision.

**17. CHOICE OF LAW:** 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. The laws of the State of Delaware, without reference to Delaware choice of law rules, governs this Promotion and all aspects related thereto.

### **PART C: TERMS APPLICABLE TO NON-US RESIDENTS**

The following terms apply only to those Entrants who are resident in one of the eligible countries outside of the United States listed in Section 3:

#### **18. LIABILITY:**

By participating in the Promotion you accept the characteristics and limitations of the media used, such as telephone networks or internet and its risk and effect of interruptions and more in general the risks that are inherent to communication through internet, such as limited data protection, malware and viruses. It is the responsibility of Entrants to take all foreseeable and reasonable measures to protect his or her computer or mobile device and its content. Participating in the Promotion is at the sole responsibility of the entrant and, except as expressly stated in these Official Rules, Sponsor will not be liable for any problems or malfunctions related to the technical tools, computers, telephone lines, transmission systems, internet connections, which could prevent the entrant from participating in the Promotion or accepting a Software Beta Code in accordance with these Official Rules. The entrant is solely responsible for the use and control of its own devices and email box.

The following provision will not apply to you if you are resident in Germany. If Sponsor fails to comply with these Official Rules, Sponsor is responsible for loss or damage you suffer that is a foreseeable result of Sponsor's breach of these terms and conditions or its negligence, but is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if such loss or damage was an obvious consequence of Sponsor's breach or if such loss or damage were contemplated by you and Sponsor at the time that you entered the Promotion. Sponsor will not be responsible for damages which do not directly flow from a breach by Sponsor of one of its obligations. Any further liability for damages is excluded; provided, you may have rights under consumer protection laws that also apply. These Official Rules are not intended to limit, modify or restrict your rights under consumer protection laws in any way.

The following provision will apply to you if you are resident in Germany. Sponsor will have unlimited liability in the case of intent or gross negligence as well as with the existence of a guarantee granted by Sponsor itself for damages incurred by you in connection with the Promotion. In cases of slight negligence, Sponsor shall also have unlimited liability in the event of loss of life, bodily injury or impairment of health resulting from this Promotion. In the event of a slightly negligent breach of essential contractual obligations Sponsor's liability is limited to the resultant property damage and financial loss in the amount of the foreseeable, typically occurring damage. An essential obligation is an obligation that must be satisfied in order to execute the organization of the Promotion properly and upon the

compliance with which these terms and conditions regularly does and is entitled to rely on. Any further liability for damages is excluded.

**19. LAW AND JURISDICTION:** The Promotion and these Official Rules, and any dispute or claim arising out of or in connection with them, are governed by English law. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including the clause above, affects your rights as a consumer to rely on such mandatory provisions of local law.

Any dispute or claim arising out of or in connection with the Promotion or these Official Rules shall be subject to the non-exclusive jurisdiction of the courts of England. If you are a consumer resident in another country, you may also bring proceedings in your local courts.