

## OFFICIAL RULES: CALL OF DUTY LEAGUE VIEWERSHIP INCENTIVE PROMOTION

**OVERVIEW:** The Call of Duty League Stage 4 Incentive Promotion (the “Promotion”) provides in-game rewards that unlock as a fan progresses through viewership milestones on the Call of Duty League Website and COD Companion Application and the official Call of Duty League YouTube Channel. Additional details on these offers are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. 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 PARTICIPANTS), PART B (WHICH APPLIES ONLY TO UNITED STATES AND CANADA RESIDENT PARTICIPANTS) AND PART C (WHICH APPLIES TO ALL NON-UNITED STATES AND NON-CANADIAN RESIDENT PARTICIPANTS).

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

**1. SPONSOR:** The sponsor of this Promotion (the “Sponsor”) is The Call of Duty League, LLC, 3100 Ocean Park Blvd., Santa Monica, CA 90405. YouTube is not a sponsor of or affiliated with this Promotion.

**2. PROMOTION TERM AND DEADLINES:** The Promotion begins with the first official match (each, a “Match”) of the Call of Duty League Stage 4 competition, and ends following the conclusion of the Stage 4 Major Final Match to be held on or around June 20, 2021 with an estimated end time at 5:00PM PT (“Promotion Period”). Each such Match during the Promotion Period will constitute a separate and distinct promotional event under these Official Rules.

**3. ELIGIBILITY:** The Promotion for Gift Rewards as described in Section 4A below is open and offered to legal residents of Argentina, Australia, Austria, Belgium, Brazil, Canada (excluding Quebec), Chile, Denmark, Finland, France, Germany, Japan, Mexico, the Netherlands, New Zealand, Norway, Poland, Russia, Saudi Arabia, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, United Kingdom and United States. For Argentina, this Promotion should be considered as temporary rules to grant benefits (i.e., the Gift Rewards) for duly registered players in accordance with these Official Rules.

To be eligible to enter the Promotion you 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, webmasters 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 “Participant” or “Participants”) agrees 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 14 or 17 (as applicable).

To be eligible to participate in this Promotion, you 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>. In addition to the foregoing, you must have a valid license to either (a) Call of Duty® Black Ops Cold War or (b) Call of Duty®: Warzone™.

**4. HOW TO ENTER:** Viewers of Matches 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](#) 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.

The foregoing conditions of entry (as applicable depending on viewing platform) and the Eligibility Criteria (in Section 3) are the “Initial Conditions”.

A. **Gift Rewards** - All viewers who satisfy the Initial Conditions and are viewing a live stream of an eligible Match on a qualifying Platform during the Promotional Period, will receive credit per minute watched towards an in-game reward (as defined in [Section 6](#)) (to view a full list of rewards and viewership minutes-watched thresholds to unlock each, click [here](#) and check the Rewards” section) Viewership minutes will carry-over from Match-to-Match. Viewership minutes will begin tracking upon commencement of the first Match for any given day during the Promotion Period and will stop tracking upon completion of the last Match for any such day during the Promotion Period. No drawing or other chance element is involved for this aspect of the Promotion.

During the Promotion Period there will be approximately forty-six (46) Matches. For a complete schedule visit the schedule page of the Call of Duty League website [here](#). 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 person’s entries and that person will be disqualified.

If a Participant does not want to be automatically entered into the Promotion, such person may either (1) log out of the person’s Activision account(s) (as applicable) prior to the end of a particular Match; or (2) un-link such person’s Battle.net/PSN Account/Xbox Account (as applicable) from the Activision account; or (3) YouTube Only: Disconnect your Activision and Google accounts [here](#).

**5. NOTIFICATION AND VERIFICATION OF GIFT REWARDS:** Within 48 hours of the conclusion of each applicable Match, and upon Sponsor’s (or Sponsor’s designee’s) determination of eligible Participants, the following will occur: (a) Gift Rewards will be credited to Activision accounts of persons who earned those Gift Rewards per [Section 4](#) above, subject to compliance with these Official Rules. Xbox One®, Xbox Series X®, PlayStation®4 and PlayStation®5 system players must have their Xbox Live or PlayStation® Network account linked to their Blizzard account in order to redeem Gift Rewards. Valid Call of Duty: Black Ops Cold War or Call of Duty: Warzone game license is required to redeem Gift Rewards in the Call of Duty: Black Ops Cold War or Call of Duty: Warzone game. Provided you have a Call of Duty: Black Ops Cold War or Warzone game connected to your Activision account (including linking your Xbox Live or PlayStation® Network account as detailed above) the Items (as defined below) in [Section 6](#) will appear in your Call of Duty: Black Ops Cold War and/or Call of Duty: Warzone account without you needing to take further action. If you do not, then the Items will be stored for you until you connect your Call of Duty: Black Ops Cold War and/or Call of Duty: Warzone game to your Call of Duty League account until the expiration date (as detailed in [Section 6](#)

below). Non-compliance with these Official Rules may result in disqualification and/or forfeiture of the Gift Reward, in each case at Sponsor's sole discretion.

## 6. GIFT REWARDS:

Call of Duty League in-game rewards (see "Rewards List & Unlock Time" section [here](#), and below) are virtual items to be used for fun during Call of Duty Black Ops Cold War or Call of Duty: Warzone game play (each, an "Item"). Items do not change a user's performance in the game, have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. For convenience purposes only, each in-game reward item will be delivered directly into eligible participants' accounts. The use of Items are subject to all terms and conditions applicable to the Call of Duty®: Black Ops Cold War® and Call of Duty®: Warzone™ game license, including without limitation Activision's End User License Agreement available [here](#). Items which are awarded but not 'redeemed' into a Call of Duty Black Ops Cold War or Call of Duty: Warzone game (including, without limitation, by linking an Xbox Live or PlayStation® Network account to your Activision account) by December 31, 2021 will expire and will not be replaced. Items 'redeemed' into a Call of Duty Black Ops or Call of Duty: Warzone game on one platform (e.g., PC, Xbox® One, Xbox® Series X, PlayStation® 4 and PlayStation® 5) will no longer be available to be 'redeemed' on a Call of Duty Black Ops Cold War or Call of Duty: Warzone game account on another platform after 30 days. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with the award of any Item.

### **Rewards List & Unlock Time – May 27th – June 20<sup>th</sup>**

1. 30 Minutes of Double XP (60 Minutes)
2. 30 Minutes of Double Weapon XP (120 Minutes)
3. 30 Minutes of Double XP (180 Minutes)
4. 30 Minutes of Double Weapon XP (240 Minutes)
5. 30 Minutes of Double XP (300 Minutes)
6. 30 Minutes of Double Weapon XP (360 Minutes)
7. 30 Minutes of Double XP (420 Minutes)

### **Rewards List & Unlock Time – June 20<sup>th</sup>**

1. Free Dubs Calling Card (30 Minutes)
2. GGEZ Emblem (60 Minutes)
3. Early Rotation Calling Card (120 Minutes)
4. Dragons Calling Card (180 Minutes)

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

**8. PRIVACY:** By participating in the Promotion, Participants 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>. Participants confirm that they have acknowledged both privacy policies. Participants' personal information may be transferred to the United States of America for the purpose of this Promotion. Participants 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.

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

- verify the eligibility of any Participant (including his or her age and place of residence);

- disqualify any Participant 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 Participant posting an entry or a comment to the applicable 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 Participants, fans of Sponsor or directly aimed at Sponsor, or contrary to applicable law, or Sponsor or Sponsor's vendor 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.

**10. CONTACT:** If you have any questions regarding the Promotion, please contact Activision [customer support](#).

## **PART B: TERMS APPLICABLE TO UNITED STATES AND CANADIAN RESIDENT PARTICIPANTS**

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

**11. CONDITIONS OF PARTICIPATION:** Participants 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 Items, 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 Item.

**12. LIMITATIONS ON LIABILITY:** Promotion Entities and YouTube 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 Participant'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 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. 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 Participant 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.

**13. 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.**

**14. ARBITRATION:** Any dispute whatsoever relating to the Promotion which is not resolved within the thirty (30) day period commencing upon Sponsor's receipt of written notice by Participant, shall be settled by binding and final arbitration before a single arbitrator and under the application of the laws of the State of Delaware. 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.

**15. CHOICE OF LAW:** Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any reward 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 Participant 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) Participant 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-UNITED STATES AND NON-CANADIAN RESIDENTS**

The following terms apply only to those participants who are resident in one of the eligible countries outside of the United States and Canada listed in [Section 3](#):

#### **16. 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 Participants 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 Participant 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 Participant from participating in the Promotion or accepting any Item in accordance with these Official Rules. The Participant 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 they were an obvious consequence of Sponsor's breach or if such loss or damage was 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.

**17. 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.