

**DECLARATION OF ELIGIBILITY & RELEASE**

**(GRAND)**

I, \_\_\_\_\_, being duly sworn, depose and say that:  
(Please Print Your Name)

In connection with my entry in the Call of Duty League Playoff Bracket Challenge and to satisfy the eligibility requirements, I hereby certify that I am a legal resident of the fifty (50) United States, the District of Columbia, United Kingdom, France, Germany and Spain, eighteen (18) years of age or older (or at least the age of majority in their jurisdiction of residence, whichever is older) as of the date of entry. I further certify that neither I nor any relative of mine (i.e., mother, father, sister, brother, child, husband, wife and their respective spouses (including de facto spouses)), regardless of where they reside) and those living in their same households, whether or not related is employed by The Call of Duty League, LLC ("Sponsor"), (including Call of Duty League players and teams), teamDigital Promotions, Inc. ("teamDigital" and/or "Administrator"), or any of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising or promotion agencies (hereafter collectively, "Released Parties") and hereby certify to the following data:

HOME ADDRESS \_\_\_\_\_  
(Please Print)      Postal Address                      Town/City              State      Country              Zip/Postal Code

DAY PHONE: (\_\_\_\_) \_\_\_\_\_ EVENING PHONE: (\_\_\_\_) \_\_\_\_\_

CELL PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_  
(optional)    (optional)

DATE OF BIRTH: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

SOCIAL SECURITY NUMBER (if applicable): \_\_\_\_\_

EMPLOYER and ADDRESS: \_\_\_\_\_

**I HEREBY AGREE:**

- that Sponsor and its designees may use my name, photograph, likeness, statements, and address (city & state/province/territory), worldwide and on the Released Parties' websites and social media (Facebook, Twitter, Instagram, Tik Tok) and content-sharing platforms (YouTube, etc.) accounts, for a duration of two (2) years as from the ending of the Game Period, without further compensation, in connection with the Game and for advertising and publicity purposes;
  - that my entry may automatically be disqualified if this Declaration of Eligibility and Release is not received via fax by *September 2nd*
  - that all Federal, State and other taxes and charges (if any) on the prize I may win will be my sole responsibility;
  - that the following limitation of liability shall apply (for German Residents, if applicable):
- (i) Released Parties shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.
  - (ii) In an event of slight negligence, Released Parties shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the meaning of this provision is an obligation whose fulfillment makes the implementation of this contract possible in the first place and on the fulfillment of which the contractual partner may therefore generally rely.
  - (iii) In a case according to Clause (ii), Released Parties shall not be liable for any lack of commercial success, lost profits and indirect damages.
  - (iv) Liability in accordance with the above Clauses (ii) and (iii) shall be limited to the typical, foreseeable damages.
  - (v) The limitation of liability shall apply mutatis mutandis to the benefit of the employees, agents and vicarious agents of Released Parties.

- (vi) Any potential liability on the part of Released Parties for any warranties and for claims based on the German Product Liability Act shall not be affected.
- that the Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies shall have no liability and will be held harmless by Entrant for any claim, action, liability, loss, injury or damage (1) to Entrant or any other person or entity, including, without limitation, personal injury or death to Entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize and any travel or travel-related activity thereto or participation in this Game;
  - that I agree to be bound to the Official Rules of this Game.

Witnessed before me this:

\_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Print Name)

\_\_\_\_\_  
Your Signature  
***Please Return To:***  
teamDigital Promotions, Inc.  
6 Berkshire Blvd  
Bethel, CT 06801  
Fax Number: (203) 403-9865  
Attention: Megan Garguilo