

## MONSTER ENERGY CALL OF DUTY®: INFINITE WARFARE PROMOTION

**LEGAL NOTICE:** These terms and conditions (“Terms”) set out the basis on which you can participate in the Monster Energy Call of Duty®: Infinite Warfare 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, United Kingdom (“Monster Energy”). By entering your Promotional Code (defined below) and registering online, you are deemed to 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 a token entitling you to level up your Call of Duty®: Infinite Warfare (PEGI 18) experience with ‘Double XP’ or ‘2XP’ for online multiplayer games (“Token”).

You must be aged 18 or over and resident in the United Kingdom (England, Scotland, Wales, and Northern Ireland), the Republic of Ireland, the Isle of Man and/or Mauritius to enter this Promotion. Monster Energy reserves the right to refuse to register, to unregister and/or not to dispatch nor honour a Token to anyone who does not meet these eligibility conditions.

### Promotional cans

Cans of 500ml Monster Energy® product featuring the promotional Monster Energy Call of Duty®: Infinite Warfare (PEGI 18) 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 produced for the following Monster Energy® flavours:

‘Monster Energy Original’, ‘Monster Energy® Absolutely Zero’ and “Monster Energy® Ripper” beverage products available for sale and purchase throughout the United Kingdom (England, Scotland, Wales, Northern Ireland) and the Isle of Man; and

‘Monster Energy® Original’ beverage products available for sale and purchase in the Republic of Ireland and Mauritius.

Promotional Cans shall be available:

as single can units (“**Single Can(s)**”) in United Kingdom (England, Scotland, Wales, and Northern Ireland), the Republic of Ireland, the Isle of Man and Mauritius; and

as part of a multipack (the packaging of which shall display the Call of Duty®: Infinite Warfare artwork and abridged promotion terms), which contain four (4) Promotional Cans of ‘Monster Energy Original’ or ‘Monster Energy® Absolutely Zero’ (“**Multipack Can(s)**”) in the United Kingdom (England, Scotland, Wales, Northern Ireland) only.

Other than the Promotional Cans listed above at paragraphs Cans of 500ml Monster Energy® product featuring the promotional Monster Energy Call of Duty®: Infinite Warfare (PEGI 18) 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 produced for the following Monster Energy® flavours: and Promotional Cans shall be available; no other Monster Energy® products will feature as part of this Promotion or contain a Promotional Ring-Pull.

Each Promotional Code found on:

a Single Can shall award one (1) Token; and

a Multipack Can shall award two (2) Tokens.

Each Promotional Code may only be redeemed once and you are limited to a maximum of one hundred and fifty (150) Tokens per person.

### Important Dates

Promotional Cans will be available from 00:00 on 17 October 2016 until 23:59 on 31 December 2016, or while stocks last.

You must register your Promotional Code online at [www.callofduty.com/monsterenergy](http://www.callofduty.com/monsterenergy) (“Website”) to redeem your Token by no later than 23:59 on 31 March 2017. Registration will not be possible after this time and you will not receive a Token if you attempt to register after this time. All entries are deemed to have been received at the time of entry into Activision’s database (as determined below).

### How to claim your Token

Prior to claiming a Token you will need to register for an account (“Account”) online at the Website ([www.callofduty.com/monsterenergy](http://www.callofduty.com/monsterenergy)). Once registered, your Account will automatically link to your:

Xbox LIVE gamertag and profile for the Xbox One console;

PlayStation Network gamer profile for the PS4 console;

PlayStation Plus gamer profile for the for PS4 console; or

Steam gamer profile for PC;

(each a “Gamer Profile”).

To claim a Token, you will need to purchase a Promotional Can, log into your Account and enter your Promotional Code as directed by the Website.

After your successful entry of a Promotional Code, in accordance with these Terms, you will receive your Token(s) which will automatically be loaded onto your Call of Duty®: account within your Call of Duty®: Infinite Warfare (PEGI 18) video game (“Game”) for your Gamer Profile.

Tokens will not load into your Gamer Profile until after 23:59 on 03 November 2016 and may take up to forty-eight (48) hours to load to your Game.

Token(s) provide ‘Double XP’ or ‘2XP’ which will allow you to double the number of points accumulated during one (1) online multiplayer match within the Game. Upon receipt of an online multiplayer match report you will have the option to utilise a Token, by following the instructions presented within the Game. Only one (1) Token can be used per online multiplayer match within the Game and each Token shall expire after its first use.

Your Promotional Code will only be redeemable with the Call of Duty®: account details on your Account.

In the event of any problems with the uploading and/or use of the Token, please contact the Activision customer service team as set out below.

### Other important information

All times and dates set out in these Terms refer to the times and dates in the United Kingdom. In the event of any dispute over the time or date of any entry submitted, Monster Energy’s decision will be final.

To be able to claim and use your Token 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®: Infinite Warfare (PEGI 18) game (published by Activision); a PC or game console (being either Xbox One, or PS4) with multiplayer functionality. No refund may be claimed for any expenses (for example data-transmission costs) incurred for the purpose of claiming or using your Token. Such costs shall be borne by you.

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.

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.

Your Token will be uploaded according to these Terms into your Call of Duty®: Infinite Warfare (PEGI 18) game by Activision. To the fullest extent permitted by applicable law, Monster Energy (and Activision to the fullest extent permitted by applicable law) accept no liability for the delivery of the Token by Activision or any failure to do so nor for the quality or use of a Token, which is provided solely as a software upgrade by Activision. If you have any problems with the software upgrade, please contact Activision customer service team as set out below.

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.

If a Token is unavailable, Monster Energy and/or Activision may contact you, via your Account details provided at registration, to arrange a substitute product. No cash alternative is available.

Any Promotional Ring-Pulls that you collect and Tokens you receive are for your personal use only. You must not sell, exchange or transfer your Promotional Ring-Pulls or your Token(s) (or attempt to do any of these things).

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 or to otherwise use any Token.

Entries will not be valid where they are made online using methods generated by a script, macro or the use of automated devices.

Monster Energy reserves the right to withhold or void any Token if you breach (or Monster Energy reasonably suspects that you have breached or will breach) these Terms.

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>).

To the maximum extent permitted by law, Monster Energy and Activision exclude liability for any losses, damages and claims incurred by any person in connection with participating in this Promotion and/or the receipt and/or use of any Token.

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](http://www.callofduty.com/monsterenergy).

These Terms are governed by the laws of England and Wales and any dispute arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the Courts of England and Wales.

If you have any questions about this Promotion, have entered a valid Promotional Code but your Token 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>.

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 Token descriptions only and such use is not intended to suggest or imply Activision's sponsorship of this Promotion.