# RAGE® 2 -Custom Xbox One X Sweepstakes

#### OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The RAGE® 2 ("RAGE 2") – Custom Xbox One X Sweepstakes (the "Sweepstakes") is sponsored by Bethesda Softworks LLC (the "Sponsor"). For the purposes of the Sweepstakes, the "Sweepstakes Group" is composed of the Sponsor, together with its affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and their respective officers, directors, employees, agents, and other representatives.

#### 1. SWEEPSTAKES PERIOD

The Sweepstakes starts on **Friday**, **June 22**nd, **2018** at 8:00 a.m. Eastern Daylight Time ("*EDT*")/11:00 a.m. Pacific Daylight Time ("*PDT*") and ends on **Sunday**, **June 24th**, **2018** at 11:00 pm EDT/6:00p.m. PDT (the "*Sweepstakes Period*").

#### 2. ELIGIBILITY

All participants must be 18 years of age or older at the time of entry, must possess a valid form of identification and be a legal resident of one of the 50 United States (or the District of Columbia) excluding the territories, military installations and commonwealths. All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or taxed by law. Excluded from eligibility are officers, directors, employees, agents and representatives of Sponsor, each of its respective parent, affiliated or related companies, agencies, suppliers of the materials and services related to this Sweepstakes, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and sales representatives.

# 3. HOW TO ENTER

NO PURCHASE NECESSARY. To enter the Sweepstakes for the RAGE 2 Custom **Xbox One X** (the "**Sweepstakes**"), you must: 1) Follow the @RAGEgame account on Twitter and 2) RT the post.

Once your submission is received, you will receive one (1) entry (each an "Entry" or collectively, the "Entries") into the Sweepstakes. By submission of an Entry, you confirm that you have read, understood and agree to abide by these Official Sweepstakes Rules. Your submission must adhere to the Eligibility Criteria listed above or your submission will be void and ineligible for entry into the Sweepstakes. You represent and warrant that your submission is not libelous, defamatory, profane, or obscene and does not infringe upon the intellectual property rights, rights or privacy or personality or any other statutory or common law rights of any other person. Limit: One (1) Entry per person per entry method during the Sweepstakes Period. Entry must be submitted by the entrant him or herself. Any attempt to exceed the maximum number of Entries per person is a violation of these Official Sweepstakes Rules and may result in disqualification. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

#### 4. HOW TO WIN

On June 25th, 2018 (the "*Sweepstakes Draw Date*"), a random draw will be conducted from all Entries received for one (1) custom RAGE 2 *Xbox One X*. See Prize Claim Conditions in Rule 5 below. Odds of being selected as eligible to win a prize in this Sweepstakes will depend on the total number of eligible Entries per entry method received during the Sweepstakes Period. An individual may only win one (1) prize.

#### 5. PRIZE CLAIM CONDITIONS

The selected entrant will be notified by Sponsor within approximately one (1) week of the Draw Date. The selected entrant may also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written affidavit of eligibility (or declaration and release) and publicity release form (collectively, the "*Release*"), releasing the Sweepstakes Group from any liability in connection with this Sweepstakes or the acceptance, possession, use or misuse of any prize. Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), Release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question (as applicable), or other noncompliance with these Official Sweepstakes Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize at random from all remaining eligible Entries received, who will be subject to disqualification in the same manner.

### 6. PRIZE

There is one (1) prize available to be won, consisting of the following:

1. One (1) custom RAGE 2 **Xbox One X** (ARV: USD \$349.00)

The Prize will be delivered only to verified winners within ninety (90) days of the Sweepstakes Draw Date. ARV determined as of June 2018. Prices are subject to change; retailers may sell for less. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Sweepstakes Group reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes. Sponsor makes no representations or warranties with respect to any prize. Prize includes delivery to one (1) U.S. address only, as supplied by selected winner. Winner will be responsible for all taxes (federal, state, and local) and all expenses not listed herein related to acceptance and use of any prize. Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded and a copy of such form will be filed with the Internal Revenue Service (IRS).

# 7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes for the purposes of administering the Sweepstakes and prize fulfillment. By entering this Sweepstakes, you consent to such collection, use, and disclosure of your personal information.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Sweepstakes winner information may be used by the Sponsor to communicate about the Sweepstakes to its retailers and distributors.

For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <a href="http://www.zenimax.com/legal\_privacy.htm">http://www.zenimax.com/legal\_privacy.htm</a>.

### 8. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Sweepstakes Rules. Decisions of Sponsor and/or any independent Sweepstakes judging organization will be final and binding on all matters pertaining to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, provincial and local laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Sweepstakes Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Sweepstakes Rules is determined to be invalid or otherwise unenforceable, then the Official Sweepstakes Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Sweepstakes and/or Sweepstakes websites or apps, violates the Official Sweepstakes Rules, or acts with intent to annoy, abuse, threaten or harass any other person. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

# 9. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SWEEPSTAKES GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR

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# 10. DISCLAIMER

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Entertainment Software Association. By entering the Sweepstakes, entrants are providing information to Sponsor.

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