

## **Bethesda® – National Dog Day Giveaway**

### **OFFICIAL GIVEAWAY RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **National Dog Day Giveaway** (the “Giveaway”) is sponsored by Bethesda Softworks LLC (the “Sponsor”). For the purposes of the Giveaway, the “Giveaway 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 Giveaway, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Giveaway and their respective officers, directors, employees, agents, and other representatives.

#### **1. GIVEAWAY PERIOD**

The Giveaway starts on **Monday, August 26<sup>th</sup>, 2019** at approximately **11:00 a.m.** Eastern Standard Time (“EST”) and ends on **Tuesday, August 27<sup>th</sup>, 2019** at **12:59 p.m. EST** (the “Giveaway 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 (i) one of the 50 United States (or the District of Columbia),** excluding the territories, military installations and commonwealths, **(ii) Canada,** excluding Quebec, or **(iii) the United Kingdom.** All applicable federal, national, state, 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 Giveaway, 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. **Enter via Twitter:** Internet access and Twitter account required.

To enter the Giveaway:

- (1) Log into your Twitter account and “Follow” the @Fallout account; and
- (2) Retweet the Giveaway Tweet
- (3) On the Tweet mentioning the Giveaway, Comment a recent photo of your dog by 12:59 p.m. EST the following day to receive one (1) entry into the Giveaway.

In order for your entry to be valid, your Twitter Account must be public and thus viewable by the Sponsor and its agents.

Once your submission is received, you will receive one (1) entry into the Giveaway. By submission of your Entry, you confirm that you have read, understood and agree to abide by these Official Giveaway Rules. You must satisfy the eligibility requirements listed in Section 2 above or your submission will be

void and ineligible for entry into the Giveaway. You represent and warrant that your submission is not libelous, defamatory, profane or obscene and does not infringe upon the intellectual property rights, privacy or personality or any other statutory or common law rights of any other person. Limit: One (1) Entry per person during the Giveaway Period. Entry must be submitted by the entrant him or herself. You may only use one (1) Twitter account in connection with this Giveaway. Any attempt to exceed the maximum number of Entries per person is a violation of these Official Giveaway 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. Limit: One (1) prize per person.

#### **4. HOW TO WIN THE GIVEAWAY**

At approximately **12:59 pm EST** Tuesday, August 27<sup>th</sup>, 2019, a random draw will be conducted in Rockville, Maryland, from all eligible Entries received via Twitter since the Giveaway Tweet was posted (the “Draw Dates”). See Prize Claim Conditions in Section 5 below. Odds of being selected as eligible to win a prize in this Giveaway will depend on the total number of eligible Entries received each day during the Giveaway Period.

#### **5. PRIZE CLAIM CONDITIONS**

The selected entrant in the Giveaway will be notified by Sponsor within approximately forty-eight (48) hours of the respective Draw Date via the Twitter account used by the entrant to submit the Entry. Selected entrants 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 Giveaway Group from any liability in connection with this Giveaway 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, or other non-compliance with these Official Giveaway 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 will be one (1) winner. The winner will receive one Fallout Dog Hoodie (Approximate Retail Value (“ARV”): USD \$30.00).

The Prize will be delivered only to the verified winner by September 30<sup>st</sup>, 2019. ARV determined as of August 2019. Prices are subject to change; retailers may sell for less. The prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Giveaway 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 the address as supplied by the selected winner. The 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 Giveaway and/or claim a prize for the purposes of administering the Giveaway and prize fulfillment. **By entering the Giveaway, 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 of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Giveaway 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 Giveaway winner information may be used by the Sponsor to communicate about the Giveaway to its retailers and distributors.

Any personal information received as part of this Giveaway will be used by Sponsor, its affiliates and its advertising and marketing agencies involved in this Giveaway for the purpose of the administration of the Giveaway only. Sponsor's privacy policy will apply to this Giveaway and to all information that we receive from your entry. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: [http://www.zenimax.com/legal\\_privacy.htm](http://www.zenimax.com/legal_privacy.htm).

## **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 Giveaway Rules. Decisions of Sponsor and/or any independent Giveaway judging organization will be final and binding on all matters pertaining to the Giveaway. The Giveaway 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 Giveaway Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Giveaway Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Giveaway Rules is determined to be invalid or otherwise unenforceable, then the Official Giveaway 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 Giveaway and/or Giveaway websites or apps, violates the Official Giveaway 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 THE GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY 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. In the event of a dispute as to the identity of the person who submitted any Entry or the authorized account holder of the Twitter account used to submit the entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned the Twitter account by Twitter Inc. The potential winner may be required to show proof of being the authorized account holder.

## **9. LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS AGREE THAT THE GIVEAWAY 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 PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS GIVEAWAY, INCLUDING ACCESS TO AND USE OF THE GIVEAWAY WEBSITES, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Giveaway Group and any of Sponsor’s other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Giveaway website users, or by any of the equipment or programming associated with or utilized in the and Giveaway, or by any technical or human error which may occur in the processing of submissions in the Giveaway; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Giveaway judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user’s computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Giveaway; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **10. TWITTER DISCLAIMER.**

The Giveaway is in no way sponsored, endorsed or administered by, or associated with Twitter. In entering the Giveaway, entrants are providing information to Sponsor and not to Twitter. By entering the Giveaway, each entrant releases Twitter completely from any liability in respect of the Giveaway.

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