DEATHLOOP®: Battle for Blackreef Social Giveaway OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The **DEATHLOOP®: Battle for Blackreef Social Giveaway** (the "**Contest**") is organized by Bethesda Softworks LLC (the "**Sponsor**"). For the purposes of the Contest, the "**Contest 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 Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.

BY PARTICIPATING IN THE CONTEST, YOU AGREE TO THESE OFFICIAL CONTEST RULES AND THE TERMS OF SERVICE LOCATED AT https://www.zenimax.com/legal-terms ("TERMS OF SERVICE"), INCLUDING, WITHOUT LIMITATION, THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER INCLUDED IN SECTION 15 OF THE TERMS OF SERVICE.

1. CONTEST PERIOD

The Contest starts on Monday, September 26, 2022 at 10:00:00 a.m. Eastern Time ("ET") and ends on Sunday, October 2, 2022 at 11:59:59 p.m. ET (the "Contest Period"). Please see world clock for time zone conversion information. The Contest is being administered in the United States and is open to individuals from the Authorized Countries (defined in Section 2 below).

Sponsor is entitled to change the date and/or the duration of the Contest, and/or to cancel the Contest at any time without incurring any liability whatsoever.

2. ELIGIBILITY

All participants must (a) be the older of 18 years old or the legal age of majority in their jurisdiction of residence at the time of entry, (b) must possess a valid form of identification and (c) be a legal resident of one of the 50 United States or the District of Columbia, Belgium, Canada (excluding the Province of Quebec), Finland, France, Germany, Ireland, the Netherlands, New Zealand, Norway, Sweden, Switzerland, or the United Kingdom ("Authorized Countries") (d) have the full legal capacity and authority to participate to this Contest, (d) not violate any law, code, regulation, ordinance and these Official Contest Rules. 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 Contest, 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.

Individuals or entities that are subject to or resident in a country subject to sanctions implemented by the US Department of Treasury Office of Foreign Assets Control (OFAC) sanctions are not eligible. If an Authorized Country or an entrant is placed on a United States' prohibited or restricted party list or is subject to OFAC sanctions prior to acceptance of a prize, Sponsor may disqualify entrant and void entrant's entry.

3. HOW TO ENTER; REPRESENTATIONS AND WARRANTIES; OWNERSHIP OF ENTRYS

NO PURCHASE NECESSARY. PARTICIPATION EXPENSES WILL NOT BE REFUNDED. Internet access and a valid Twitter account are required. If you do not have a Twitter account, you can create one for free at https://www.twitter.com/

To enter the Contest, each entrant must:

- (i) Log in to your Twitter account; and
- (ii) "Follow" the DEATHLOOP Twitter page, located at https://twitter.com/DEATHLOOP; and
- (iii) During the Contest Period, respond to the DEATHLOOP Twitter account to any Battle for Blackreef tweet explaining why you are a fan of Colt using keywords #TeamColt or Julianna using keywords #TeamJulianna with the #Bethesdagiveaway. (the "Entry").

In order for your entry to be valid, your Twitter account must be public and thus viewable by the Sponsor and its agents. No other method of entry will be accepted.

Your Entry must adhere to the Eligibility Criteria listed above or your Entry will be void and ineligible for entry into the Contest. Maximum of one (1) Entry into the Contest per person during the Contest Period. Any entry received from a single person in excess of one (1) may be disqualified in Contest Group's sole discretion. Entry must be submitted by the entrant themself. 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. Tampering with the entry process or the operation of the Contest, including but not limited to the use of any device to automate the entry process, is prohibited and any Entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed in eligible.

By submission of an Entry:

- a) you confirm that you have read, understood and agree to abide by these Official Contest Rules;
- b) you warrant that your Entry is not libelous, defamatory, profane or obscene or otherwise contrary to law and does not violate the Terms of Service of the social media channel used to submit the Entry (https://twitter.com/tos?lang=en);
- c) you agree that Sponsor may post your name on Bethesda's website and/or Bethesda social media channels and in any and all publicity and advertising for Sponsor, this Contest, or other promotions by Sponsor without any further attribution, notification or compensation to you, except where prohibited by law;
- d) you agree to be contacted by Sponsor or its agents by telephone, mail or e-mail , and direct message on Twitter.

4. HOW TO WIN

On Monday, October 3, 2022 in Rockville, Maryland, USA, a random draw will be conducted from all eligible Entries (the "Draw Date"). There will be five (5) winners for this Contest, each winner will win one prize among four (4) prizes to be attributed by a random draw from the Sponsor. Odds of being selected as eligible to win a prize in this Contest will depend on the total number of eligible Entries received during the Contest Period.

5. PRIZES AND PRIZE CLAIM CONDITIONS

5.1. Prizes

Each Winner will receive one of the following prizes attributed by a random draw from the Sponsor:

- (i) Art of DEATHLOOP® Artbook ARV of the prize: US \$49.99
- (ii) DEATHLOOP® (Deluxe Double Vinyl) ARV of the prize: \$35.99
- (iii) DEATHLOOP® Inspired Xbox Standard Controller ARV of the prize: US \$69.99
- (iv) DEATHLOOP® themed Xbox Series X ARV of the prize: \$499.99

The Prizes will be delivered only to verified Winners. ARV determined as of August 23, 2022. Prices are subject to change; retailers may sell for less. Any difference between the ARV and the actual value will not be paid to the Winner. Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise.; Contest Group reserves the right to substitute to substitute the prize (or portion thereof) for a prize of comparable or greater value at Contest Group sole discretion acting reasonably. Sponsor will not replace any lost or stolen prizes. Sponsor makes no representations or warranties with respect to any prize. Prizes include shipping and delivery to Authorized Countries address only, as supplied by selected winners. Winners 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 who is U.S. resident 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 copy of such form will be filed with the Internal Revenue Service (IRS).

5.2. Prize claim conditions

The selected entrant as potential winners ("Potential Winners") will be notified by Sponsor in writing within approximately forty-eight (48) hours of the Draw Date by direct messaging on the Twitter account used by the entrant to submit the Entry. 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 Contest Group from any liability in connection with this Contest or the acceptance, possession, use or misuse of any prize. In order to be declared a winner, each Potential Winner may be required, if entrant is a resident of **Canada or Belgium**, to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone.

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 non-compliance with these Official Contest Rules may result in disqualification, forfeiture of the prizes 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. The Contest Group may select an alternate potential winner from all eligible Entries without engaging in a second attempt to notify the Potential Winner, who will be subject to disqualification in the same manner. If after three (3) attempts to award the prize, the Contest Group is unable to verify a winner, the prize will go unawarded.

6. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, disclose and otherwise process the personal information you provide when you enter the Contest as set forth in the Sponsor's Online Privacy Notice: https://www.zenimax.com/en/legal/privacy-policy, and in particular for the purposes of administering the Contest, Prize fulfillment, recordkeeping and for compliance with our legal obligations in all jurisdictions in which the Contest is available. By entering the Contest, you understand and acknowledge that your personal information will be used for these purposes and as set forth in our Online Privacy Notice. You also have certain rights regarding our processing of your personal data under certain circumstances (which may include the rights of access, portability, correction, deletion, objection and restriction); for information about your rights and how to exercise them please consult our Online Privacy Notice or contact us at: privacy@support.zenimax.com.

Transfers to the United States. The Contest websites and the personal information you submit (as detailed in these Contest Rules) will be hosted and processed, for the purposes described above, on servers in the United States, where the Contest Group is located, and the personal information you provide may therefore also be subject to the laws of the United States, which may not provide the same type or level of data protection as the laws in your country. We take steps to ensure that personal data transferred outside your home jurisdiction is subject to adequate safeguards as set forth in our Online Privacy Notice (to request information about these safeguards or privacy practices, contact us as set forth in the Online Privacy Notice: https://www.zenimax.com/en/legal/privacy-policy).

Users outside the European Economic Area and Switzerland: By entering the Contest, you acknowledge that you understand and agree to our Online Privacy Notice. By accepting a Prize, each winner agrees to Contest Group's use of their name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Contest Group may conduct relating to the Contest 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, except where prohibited by law. Aggregate and anonymized Contest winner information may be used by the Contest Group to communicate about the Contest to its retailers and distributors.

Users in the European Economic Area and Switzerland: ZeniMax Media Inc. is the data controller for your personal information. The legal basis for our processing of your personal data relating to the Contest is (1) the performance of our agreement with you, including as necessary to administer the Contest and for Prize fulfillment purposes (Article 6(1)(b) of the General Data Protection Regulation ("GDPR")); (2) in compliance with applicable laws, including to satisfy mandatory recordkeeping requirements and as necessary for compliance with our legal obligations under EU, Swiss and other laws in the jurisdictions in which we make the Contest available

(Article 6(1)(c) of the GDPR); (3) our legitimate business interests (including running the Contest for promotional purposes and maintaining appropriate business records (Article 6(1)(f) of the GDPR)), and (4) as necessary to establish, protect or defend our legal rights (such as in the event of any litigation or legal claims involving the Contest (Article 6(1)(f) of the GDPR). By entering into the read and understood the ZeniMax you acknowledge that vou have Online (https://www.zenimax.com/en/legal/privacy-policy), which explains how your personal information related to the Contest is processed. If you refuse to provide any personal data to us that is marked as mandatory on the entry form, your entry into the Contest will not be valid. Your personal data will be retained for as long as necessary for the administration of the Contest, to contact potential winners and allocate Prizes, as well as for an additional period of time in order to ensure that it is available in the event of a litigation or dispute for the applicable statute of limitations, or for as long as required by applicable laws.

For further information about Sponsor's privacy practices, please see Sponsor's Online Privacy Notice at: https://www.zenimax.com/en/legal/privacy-policy.

7. RIGHT TO VOID/TERMINATE/SUSPECT/MODIFY

Contest Group reserves the right to suspend or modify this Contest, or these Official Contest Rules, in whole or in part, at any time and without notice or obligation if, in Contest Group's sole opinion, any factor independent from the Contest Group interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any legitimate reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, technical failures, epidemic, pandemic, or continuation of the Covid-19 pandemic, which, in the sole opinion of Contest Group, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Contest Group may, in its sole discretion, void any suspect Entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

8. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor, where permitted, 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 Contest Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, state, provincial and local laws of all applicable jurisdictions. 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 Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest 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 Contest and/or Contest websites or apps, violates the Official Contest 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 CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR GROUP 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, the authorized account holder of the email address registered to submit the Entry on the date the entry was submitted will be deemed to be the entrant. The

"authorized account holder" is the natural person assigned the email account by the email service provider. The Potential Winner may be required to show proof of being the authorized account holder.

9. LIMITATIONS OF LIABILITY AND RELEASES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CONTEST GROUP, AND ANY OF SPONSOR'S OTHER AGENCIES, SUPPLIERS, PRIZE PROVIDERS, OR CONTRACTORS ("RELEASED PARTIES") HAVE NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD THE RELEASED PARTIES HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST 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. RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY UNDELIVERED E-MAILS, INCLUDING WITHOUT LIMITATION E-MAILS THAT ARE NOT RECEIVED BECAUSE OF A WINNER'S PRIVACY OR SPAM FILTER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHER E-MAIL, INCLUDING ANY WINNER NOTIFICATION E-MAIL, TO A SPAM OR JUNK FOLDER. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, such exclusions may not apply to you, please see Section 12 below.

Without limiting the foregoing, but subject to Section 12 below, the Released Parties shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries in the Contest; (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 Contest Group 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 Contest; (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. DISPUTE RESOLUTION AND GOVERNING LAW

THE TERMS OF SERVICE THAT ARE INCORPORATED INTO THESE OFFICIAL RULES CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES, WHICH ARE APPLICABLE TO ALL MEMBERS OF THE PROGRAM THAT RESIDE OUTSIDE OF THE EUROPEAN ECONOMIC AREA ("EEA"), SWITZERLAND, AND NEW ZEALAND. **SOME JURISDICTIONS DO NOT ALLOW THE ABOVE RESTRICTIONS IN THE EVENT OF DISPUTE OR LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU – PLEASE SEE SECTION 12 BELOW. Subject to Section 12, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of you and the Contest Group in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.**

11. ELIGIBLE NON-U.S. RESIDENTS ONLY

Country Specific Notices: If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted and you shall not be deprived of the protection afforded to you under your own laws, rules, or regulations. In addition to the tax liability disclosures in these rules, Winners are subject to abide by the income reporting and, if applicable, the payment of any taxes and withholdings due per the laws, rules and regulations of the Winners' country of residence and the existence and level of such taxes and withholdings may change over time.

For European Economic Area and Switzerland: The limitation and exclusions of liability set out above do not apply to you but you and the Contest Group agree that: (a) the Contest Group shall not have any liability for events which neither the Contest Group nor its suppliers could have foreseen or prevented even if the Contest Group or its suppliers had taken reasonable care; and (b) as you are a

consumer and not entering the Contest in connection with any business the Contest Group shall not have any liability for any commercial or business-related damages, costs or losses. The Contest Group will be liable to you for death or personal injury caused by its negligence or if it acts fraudulently. The Contest Group will try and solve any disagreements with you quickly and efficiently. If you are not happy with the way the Contest Group deals with any disagreement you and the Contest Group may agree to refer the matter to arbitration, but you and the Contest Group are not restricted from bringing court proceedings in your country or elsewhere. Local mandatory laws may be applied. The choice of governing law and jurisdiction (including the alternate dispute resolution) does not deprive you of the protection afforded to you under your own laws and such provisions that cannot be derogated from by agreement by virtue of the law of your jurisdiction and which is enforced or upheld in a Court or forum other than arbitration.

For Residents of Sweden: In addition to the above-mentioned dispute resolution mechanisms, consumers also have the right to refer a dispute to a competent alternative dispute resolution body. In Sweden such body is The National Board for Consumer Disputes (ARN) (www.arn.se). Consumers also have the right to send in complaints to the Swedish Consumer Agency.

For Residents of Finland: In addition to the above-mentioned dispute resolution mechanisms, consumers also have the right to refer a dispute to a competent alternative dispute resolution body. In Finland such body is the Consumer Disputes Board (www.kuluttajariita.fi), but consumers should contact the Consumer Advisory Service (www.kuluttajaneuvonta.fi) prior to taking the matter to the Consumer Disputes Board.

For Residents of the Netherlands: Complaints regarding the Contest may be reported by contacting the Sponsor at info@bethsoft.com. If entrant feels that his or her complained has not been adequately addressed, he or she can file a complaint at: Kansspelautoriteit, Postbus 20301, 2500 EH Den Haag.

For Belgium and Canada: If a Winner is from Belgium or Canada, such Winner, as a condition of winning/redeeming a Prize, must correctly answer a skill test question. Winners will be solely responsible for paying all taxes and other charges associated with the Prize.

For Residents of New Zealand: Where the Contest Group have not complied with their obligations under the Consumer Guarantees Act 1993 they may be liable for any loss or damage resulting from the failure to comply so long as the loss or damage was reasonably foreseeable. The Contest Group may also be liable for loss or damage to your property that results from intentional conduct or the gross negligence of staff or employees of the Contest Group. Other than as described in this paragraph, the Contest Group are not liable to you for any losses, damage, costs, distress or inconvenience suffered by you or any other person; or loss or damage to any property; or for any losses, damages, costs, distress or inconvenience as a result of a service disruption. The Contest Group will try and solve any disagreements with you quickly and efficiently. If you are not happy with the way the Contest Group deals with any disagreement you and the Contest Group may agree to refer the matter to arbitration, but you and the Contest Group are not restricted from bringing court proceedings in your country or elsewhere. Local mandatory laws may be applied.

12. FACEBOOK, INSTAGRAM, TUMBLR, TWITTER, AND TWITCH DISCLAIMER.

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

13. SPONSOR CONTACT INFORMATION.

BETHESDA SOFTWORKS LLC 1370 Piccard Drive Rockville, MD 20850 (301) 926-8300 info@bethsoft.com

DO NOT SEND ENTRIES OR REQUESTS FOR OFFICIAL CONTEST RULES OR WINNERS LISTS TO THIS ADDRESS.

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