

Call of Duty Zombies Anniversary Poster Sweepstakes

OFFICIAL RULES: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID IN PUERTO RICO AND OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED.

1. SWEEPSTAKES TERM AND DEADLINES: The “Call of Duty Zombies Anniversary Poster Sweepstakes” (the “Sweepstakes”) begins October 14, 2019 at 9:00am Pacific Time (“PT”) and ends October 21, 2019 at 5:00pm PT (the “Sweepstakes Period”). All entries received after the end of the Sweepstakes Period will be ineligible for the chance to win a prize.

2. ELIGIBILITY: The Sweepstakes is open and offered only to legal residents of the fifty United States and the District of Columbia (excluding Puerto Rico and other U.S. territories and possessions), who are 18 years of age or older or the age of majority in their jurisdiction, whichever is greater, at the time of entry. Sweepstakes is void in Puerto Rico and other U.S. territories and possessions and where prohibited or restricted by law. Participants must be following @Treyarch from their own personal Twitter account, and must have “United States” selected from the dropdown menu in the “Settings” area of their Twitter account. Employees, officers and directors of Activision Publishing, Inc. (“Sponsor”) and each of their respective parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, webmasters and web suppliers, and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsor, the “Sweepstakes Entities”), and their IRS dependents, immediate families (spouse and parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Sweepstakes. By participating, you (“Entrant”) agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to this Sweepstakes.

3. HOW TO ENTER: To enter this Sweepstakes, during the Sweepstakes Period Entrants must retweet the relevant sweepstakes tweet from @Treyarch to be eligible to win the prize. Limit of one (1) entry per person/per Twitter account/email address/household, regardless of method of entry. Proof of submission is not proof of receipt. Any attempt at e-mail or other method of entry is void. Any attempt by any person to obtain more than the stated number of entries by using multiple/different Twitter accounts, or any other methods including, without limitation, script, macro or any automated or other means which subverts the entry process, will void that person’s entries and that person will be disqualified. Entries must comply with Twitter’s terms of use and shall not contain content that is unlawful or inconsistent with Sponsor, Call of Duty or its brand image. Sponsor may disqualify any such entry at its sole discretion.

4. DRAWING: One random drawing will be held from among all eligible entries received during the Sweepstakes period. Three (3) winners will be selected. The random drawing will be conducted by Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received.

5. WINNER NOTIFICATION: Within thirty (30) business days of the conclusion of the Sweepstakes, Sponsor shall endeavor to notify potential winner via “Direct Message” on Twitter to obtain the email, mailing address and phone number of the potential winner for prize delivery. Winner may be subject to

verification of the entrant's eligibility and compliance with these Official Rules. Winner notification not acknowledged by winner within twenty four (24) hours after outreach from Sponsor may be forfeited at Sponsor's discretion and awarded to an alternate winner selected by Sponsor. Any prizes not claimed by alternates within twenty four (24) hours after outreach from Sponsor shall be considered forfeited and shall be discarded at the Sponsor's sole discretion.

6. PRIZES AND ARV: Each winner will receive one (1) signed Zombies 10-year anniversary poster (ARV \$20). Three (3) winners total. Total approximate retail value of all prizes: \$60. Winner may not substitute, assign or transfer prize, or redeem prize for cash, but Sponsor reserves the right, in its sole discretion to substitute prize (or a portion thereof) with another prize of comparable or greater value. All prize details are at Sponsor's sole discretion. Allow at least six (6) weeks after winner notification.

7. CONDITIONS OF PARTICIPATION: Entrants agree (a) that the Sweepstakes Entities will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize, or participation in this Sweepstakes or any Sweepstakes related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize; and (b) except where legally prohibited, each winner grants (and agrees to confirm such grant in writing) permission for Sponsor and those acting under its authority to use winner's name, city and state of residence, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in any and all media now known or hereafter discovered, worldwide and on the internet, in perpetuity, in any manner, without notice, review or approval.

8. LIMITATIONS ON LIABILITY: Sweepstakes Entities are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, nondelivered, misdirected, garbled, or stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, any errors or problems which may occur in connection with the administration of the Sweepstakes, the announcement of the prizes or in any Sweepstakes related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or website, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Sweepstakes Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the website. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the

Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and if terminated, randomly select winners from all non-suspect, eligible entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sweepstakes Entities are not liable for printer errors.

9. IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SWEEPSTAKES SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. PRIVACY POLICY: All information submitted to Sponsor by entrants is subject to and will be treated in a manner consistent with Activision's Privacy Policy accessible at <https://www.activision.com/legal/privacy-policy>. By participating in Sweepstakes, entrants hereby agree that Activision may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Activision Privacy Policy.

11. ARBITRATION: Any dispute whatsoever relating to the Sweepstakes which is not resolved within the thirty (30) day period commencing upon receipt of written notice by either party from the other party, shall be settled by binding and final arbitration before a single arbitrator. The demand for arbitration shall be made within a reasonable time after a claim, dispute, breach or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim, dispute or breach. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Arbitration shall be by a single arbitrator experienced in the matters at issue selected pursuant to the AAA Rules. The arbitration shall be held in such place in the metropolitan area of Los Angeles, California, as may be specified by the arbitrator (or such other place upon which the parties and the arbitrator may agree), and shall be conducted pursuant to the AAA Rules (regardless of any choice of law provision in this Agreement) to the extent not otherwise inconsistent with this Agreement. The parties shall not be entitled to discovery other than the exchange of relevant documents and one deposition not to exceed eight hours, except as otherwise allowed by the arbitrator or the AAA rules. However, the parties shall also be entitled to depose any expert that will be presented to testify at the arbitration hearing. The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator's decision may be entered in any court of record having jurisdiction over the subject

matter or over the party against whom the judgment is being enforced. The arbitrator shall issue a reasoned opinion to support his or her final award and shall have no power to issue any ruling that either is not consistent with, or is contrary to, California law. The arbitrator also shall have no power to award exemplary, special or punitive damages, and shall further have no power to award incidental or consequential damages or damages for lost profits. The reasonable attorneys' fees and costs of the prevailing party (as determined by the arbitrator) shall be reimbursed by the other party. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration. The foregoing shall not be deemed to prohibit a party from disclosing relevant information to its legal, financial and other advisors in connection with any such dispute as long as such advisors agree to maintain the confidentiality thereof pursuant to this provision.

12. CHOICE OF LAW: Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction in Los Angeles, CA. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law, without reference to California choice of law rules, governs the Sweepstakes and all aspects related thereto.

13. WINNERS LIST: To obtain a winner's list, send a self-addressed stamped envelope in a separate, first class stamped envelope to: Call of Duty Zombies Anniversary Poster Sweepstakes Winners List, c/o Activision Publishing, 3100 Ocean Park Blvd., Santa Monica, CA 90405. Requests must be received no later than sixty (60) days following the conclusion of the Sweepstakes Period.

14. SPONSOR: Activision Publishing, Inc. 3100 Ocean Park Blvd., Santa Monica, CA 90405. Although Twitter's terms of use apply to content on and use of Twitter related to this Sweepstakes, Twitter is not a sponsor of, or affiliated with this Sweepstakes.