

## **Who's Your Battleborn Giveaway Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**The Giveaway may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Giveaway is governed exclusively by the laws of the United States. You are not authorized to participate in the Giveaway if you are not located within the 50 United States or the District of Columbia.**

**1. Eligibility.** Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years old and the age of majority in their state of residence as of date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of 2K Games, Inc. ("Sponsor"), and Gearbox Software, LLC and Necromonger, LLC ("Gearbox"), and their respective parent companies, subsidiaries, affiliates, partners, retailers, advertising and promotion agencies, and manufacturers or distributors of Giveaway materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Only individuals can enter. Entries from teams, companies or groups are not permitted. Sponsor reserves the right to disqualify any entry, for whatever reason, including, but not limited to, a perceived or actual conflict of interest. All federal, state and local laws and regulations apply.

**2. Start/End Dates.** The Giveaway period begins at 12:00:01 AM Pacific Time ("PT") on June 10, 2015 and ends at 11:59:59 AM PT on June 22, 2015 (the "Giveaway Period"). Sponsor's computer is the official time-keeping device for the Giveaway.

### **3. How to Enter.**

To enter the Giveaway, read the Official Rules and during the Giveaway Period:

**Via Facebook:** Log into your Facebook account and go to Sponsor's page, located at <https://www.facebook.com/BattlebornTheGame> ("Sponsor's Page"), and look for Sponsor's Giveaway Post. Sponsor's Giveaway Post will be labeled "Who's Your Battleborn Giveaway." Respond to the Giveaway Post with a comment naming your favorite Battleborn character in order to be entered into the random drawing. Giveaway Post will be posted on Sponsor's Page during the Giveaway Period. You must have a Facebook account to enter via this method. If you do not have a Facebook account, you can create one by visiting [www.facebook.com](http://www.facebook.com). Facebook accounts are free.

If you choose to enter via Facebook using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also

check your device's features for capabilities and check the device manual for specific use instructions.

All entry information and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” All Submissions must comply with the Guidelines and Restrictions (as defined below), as determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to cancel or modify this Giveaway in the event an insufficient number of entries are received that meet the minimum judging criteria.

Limit one (1) Submission per person. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Facebook.com apply. Multiple entrants are not permitted to share the same Facebook account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Facebook account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**4. Random Drawing/Odds.** One (1) Grand Prize Winner will be selected in a random drawing from all eligible entries received during the Giveaway Period. Odds of winning the random drawing will depend upon the number of eligible entries received during the Giveaway Period. The random drawing will be conducted by Sponsor. By entering the Giveaway, Participants fully and unconditionally agree to be bound by the governing rules and Sponsor’s decisions, which will be final and binding in all matters relating to the Giveaway. Winners selected on or about June 24, 2015.

**5. Submission Guidelines and Content Restrictions:** By entering the Giveaway, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Giveaway if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor, Gearbox, or any other person or party;
- The Submission must not contain brand names or trademarks of any entity other than the Sponsor IP or Gearbox IP, which entrant has a limited license to use for the sole purpose of creating a Submission in this Giveaway;
- The Submission must not contain footage, images or artwork not created by entrant or owned by Sponsor or Gearbox;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- The Submission must comply with Facebook's (as applicable) terms and conditions.

Sponsor's decisions are final and binding in all matters relating to this Giveaway, including interpretation and application of these Official Rules.

**6. License:** Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, any and all Internet media, including Sponsor's web sites and social media platforms, for any purpose whatsoever, including for promotional, advertising or marketing purposes.

**7. IP.** Sponsor and Gearbox grant eligible entrants a limited, revocable, non-sublicensable, license to use Battleborn IP ("IP") for the sole purpose of creating and submitting the Submission for review and assessment in this Giveaway. Entrants are not permitted to make any further use of IP for any purpose whatsoever. In addition, entrants recognize that all right, title, and interest in IP as well as all derivative works created using IP shall vest exclusively to the Sponsor or Gearbox (as applicable), and entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's and Gearbox's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of the IP in any forum. Entrants agree that the use of IP is permitted only for the purpose of making a Submission for entry in this Giveaway, and that any use of IP (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

**8. Prizes.** One (1) Grand Prize Winner will win the following: (1) a trip for two to attend the 2015 San Diego Comic Con (“SDCC”). The trip to attend SDCC includes two (2) round-trip coach air tickets to San Diego, CA, four (4) nights of double-occupancy hotel accommodations for the winner and Guest (two (2) people per hotel room), and two (2) badges to attend all four (4) days of the SDCC held between July 9, 2015 and July 12, 2015. Approximate Retail Value (“ARV”) of Prize: \$4,350.00, but actual value may vary depending on air flight fluctuations and distance between departure and destination. Grand Prize Winner will not receive difference between actual and approximate retail value. Prize coincides with the dates of the 2015 San Diego Comic Con and must be redeemed prior to those dates (July 9, 2015 through July 12, 2015) or prize will be forfeited and may be awarded to an alternate (if time permits).

Trip includes round-trip coach airfare from major gateway airport near winner’s residence and four (4) night occupancy at a hotel selected by Sponsor in its sole and absolute discretion. Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of Grand Prize Winner. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply.

Grand Prize Winner and Guest must sign travel release prior to ticketing. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Grand Prize Winner and Guest will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. If in the judgment of Sponsor, air travel is not required due to Grand Prize Winners’ proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor’s sole discretion.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize or part of prize, Sponsor reserves the right to substitute a prize of equal or greater value.

**ALL ENTRANTS ACKNOWLEDGE AND AGREE THAT SPONSOR SHALL HAVE NO OBLIGATION TO POST, DISPLAY, OR OTHERWISE USE ANY SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WINNING SUBMISSION(S). FOR SAKE OF CLARITY, ENTRANTS UNDERSTAND AND AGREE THAT EVEN IF ENTRANT IS A WINNING SUBMISSION SPONSOR IS UNDER NO OBLIGATION TO USE THE WINNING SUBMISSION FOR ANY PURPOSE WHATSOEVER. HOWEVER, SPONSOR WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, AS DETERMINED BY IT IN ITS SOLE AND ABSOLUTE DISCRETION, TO USE THE WINNING SUBMISSION. IF ANY SUBMISSION IS USED BY SPONSOR, INCLUDING THE WINNING SUBMISSIONS, ENTRANTS WILL NOT RECEIVE ANY COMMISSION ON ANY PRODUCTS OR MERCHANDISE WITH SUCH ENTRANT’S SUBMISSION (IF APPLICABLE).**

**9. Notification.** Potential winners will be notified by a reply from Sponsor on their comment in the Giveaway Post. Potential winners will be directed to email the Sponsor his/her contact information within three (3) calendar days of notification.

Potential winners will be required to email Sponsor within three (3) calendar days in order to claim prize. Potential winners may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within ten (10) days of prize notification. If any potential winner cannot be contacted or does not contact Sponsor within three (3) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Giveaway rules and requirements, such prize will be forfeited and may be awarded to an alternate entrant. Upon prize forfeiture, no compensation will be given.

**10. Conditions.** Sponsor shall not be liable or responsible in the event any entrant or winner's Submission is not used for any reason. Any and all federal, state and local taxes are the sole responsibility of the Grand Prize Winner. Participation in Giveaway and acceptance of prize constitutes Grand Prize Winner's permission for Sponsor to use his/her name, address (city and state and country), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Giveaway or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and Grand Prize Winner agree to release and hold harmless Sponsor, Gearbox, and Facebook and their respective partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in Giveaway, or possession, acceptance and/or use or misuse of prize or participation in any Giveaway-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or attempt to interfere with this Giveaway in any way shall be disqualified. Sponsor is not responsible if Giveaway cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**11. Additional Terms.** Any attempted form of entry other than as set forth in Section 3 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Giveaway or downloading any materials in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway should (in its sole discretion) virus, bugs, non-

authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Giveaway or web site. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**12. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF ANY WEBSITES ASSOCIATED WITH THIS GIVEAWAY AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE GIVEAWAY. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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 ENTRANT. CHECK ENTRANT'S LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**13. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Giveaway. Any controversy or claim arising out of or relating to these Official Rules and/or the Giveaway shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Giveaway, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**14. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [www.take2games.com/privacy](http://www.take2games.com/privacy). By participating in the Giveaway, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**15. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by July 3, 2015 to: Who's Your Battleborn Giveaway Winner's List Request, 2K Games, Inc., 10 Hamilton Landing, Novato, CA 94949 United States.

**16. Sponsor.** 2K Games, Inc., a wholly owned subsidiary of the United States company Take-Two Interactive Software, Inc. The Sponsor's address is 2K Games, Inc., 10 Hamilton Landing, Novato, CA 94949 United States.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT FACEBOOK.**