

Call of Duty Social Media Promotion Terms and Conditions

1. Promotion Details

Activision Blizzard Pty Ltd. (the “Promoter”) is running a promotion, “Call of Duty: Modern Warfare III – S2 PC Giveaway” on Facebook and X (“Promotion”). Although Facebook and X’s terms of use apply to content on and use of Facebook and X related to this Promotion, Facebook and X are not sponsors of, or affiliated with this Promotion. The promotion will start at 1pm AEDT on 9 February, 2024 and the closing time for entries is on 25 February, 2024 at 11:59pm AEDT (“Promotion Period”). Entries submitted after this time will not be considered and will be ineligible to receive a promotional item. Each entrant shall be responsible for calculating the final entry time in their time zone of residence.

2. Eligibility and Restrictions

The promotion is open only to citizens and permanent residents of Australia and New Zealand who are 18 years of age or older or the age of majority in their jurisdiction, whichever is greater, at the time of entry. Promotion is void where prohibited or restricted by law. By participating, you (“Entrant”) agree to these Rules and the decisions of the Promoter, which are final and binding in all matters related to this Promotion.

Directors, officers and employees of Promoter and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies involved with this Promotion, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any prizes in this promotion.

Subject to all applicable federal, state and local laws and regulations.

3. Rules of Participation

Entrants must: (i) have an active Activision ID which is in good standing and which is not currently and has not previously been subject to any upheld ban or suspension; (ii) and be a registered resident of “Australia” or “New Zealand” with a postal address in one of those countries.

The promotion will be run via the Promoter’s chosen Facebook and X pages.

Each Entrant may enter multiple times during the Promotion Period.

4. Prizes

Promoter’s decisions are final and binding on all matters relating to the Promotion.

One winner will receive:

- 1 x Call of Duty Modern Warfare III Custom PC featuring:
 - Allied M.O.A.B Super-tower case
 - PNY GeForce RTX 4090 24GB graphics card
 - Intel Core i7-14700KF processor
 - Allied Hardline CPU Cooling Loop in Aether Purple
 - Asus ROG Strix Z790 motherboard
 - 64GB DDR5 RAM

- 2TB Gen 4 NVMe m.2 SSD
- 1000W 80 Plus Gold power supply
- Custom Aetherium-inspired finishes

Five winners will each receive:

- 4,800 COD Points

All promotional items are as stated and winner may not substitute, assign or transfer promotional items, or redeem promotional items for cash. If due to circumstances beyond the control of Promoter, Promoter is unable to provide the stated promotional items, Promoter reserves the right to award substitute promotional items of equal value. All promotional items are subject to the terms and conditions of the supplier. Any federal, local or state taxes due on the prize will be paid by the winner. By accepting the promotional items, the winner acknowledges and agrees that it must be used in accordance with all instructions delivered, and is for non-commercial use only. No license or other approval is granted herein to use the promotional items in any commercial setting.

5. Results

The winners will be contacted by the Promoter within 7 days following the Promotion Period and the Prize shall be delivered within 31 days following the end of the Promotion Period, confirmation of the winners, and confirmation from each winner of their delivery address. Promoter will be responsible for promotional item fulfillment. Promoter shall only be required to communicate with the Entrants who submitted the entries which have been awarded a promotional item, and shall not be required to deal directly with anyone else on that entrant's behalf.

The winner will receive notification that they have received a promotional item via the platform that was used to enter the Giveaway (subject to change). The winner will be required to provide Promoter with a suitable contact name and address to send the promotional items to. Winner may be subject to verification of the Entrant's eligibility and compliance with these Rules. Winner notification not acknowledged by winner via the original method of contact within forty-eight (48) hours after outreach from Promoter may be forfeited at Promoter's discretion and awarded to an alternate winner selected by Promoter. Any promotional items not claimed by alternates within forty-eight (48) hours after outreach from Promoter shall be considered forfeited and shall be discarded at the Promoter's sole discretion.

Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a promotional item (including confirmation that no online auction or purchase sites were used to obtain an entry) and any information submitted by the Entrant in entering the Promotion, before issuing a promotional item. If any documentation required by the Promoter is not received by the Promoter or an Entrant, entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.

List of winners will be available for four (4) weeks following the day of the selection of the winner. This list can be obtained by writing to Call of Duty: Modern Warfare II Promotion c/o Activision Blizzard Pty Ltd. Wharf 10 L 2 Se 2 50-52 Pirrama Rd, Pyrmont, New South Wales, 2009 Australia. Requests must be received no later than thirty (30) days following the conclusion of the Promotion Period. If you do not wish to be featured on a public winners list you must notify Promoter in writing when receiving your prize; Promoter reserves the right to retain and publish your name and contact details as necessary for applicable regulation.

6. Data Protection

By participating in this promotion, entrants hereby acknowledge that Promoter may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.activision.com/legal/privacy-policy> in order to organise, run and monitor the promotion as well as for carrying out publicity activities on it. Entrants confirm that they have acknowledged the Activision Privacy Policy. Entrants' personal data may be transferred to the United States of America for the purpose of this Promotion, in accordance with Activision's Privacy Policy. Entrants have the right to access, ask for erasure, and correction of their personal data and can request such action by sending a request to privacy@activision.com or write to Activision Blizzard Pty Ltd, Wharf 10 L 2 Se 2 50-52 Pirrama Rd, Pyrmont, New South Wales, 2009 Australia. Please note that if you withdraw your personal data upon request you will be disqualified as an entrant in the Promotion if you withdraw your personal data prior to the determination and fulfilment of the prizes listed in Section 5 herein.

7. General Conditions

Promoter is not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, 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 Promotion, the announcement of the prizes or in any Promotion-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 Promotion or website, as solely determined by the Promoter, will be disqualified (and all associated entries will be void), and Promoter reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Promoter. Any entry, which does not comply with the rules, may be deemed invalid at the sole discretion of Promoter. Promoter is not responsible for technical, hardware or software malfunctions, misdirected entries, lost or unavailable network connections, failed, incorrect, garbled, delayed electronic or other communications or other technical problems related to mobile entries. Proof of sending will not be deemed to be proof of delivery.

Any participant who enters or attempts to enter the Promotion in a manner, which in Promoter's determination is contrary to these rules or by its nature is fraudulent or unjust to other entrants including without limitation tampering with the operation of the Promotion, cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other entrants or Promoter and/or any of its agents or representatives, or who submits an illegible or incomplete entry may be rejected from the promotion at Promoter's sole discretion. In the event that the Promotion is, or Promoter believes the Promotion may be, challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Promotion, or to disqualify Entrants residing in the affected geographic areas.

By entering this Promotion, all Entrants warrant and represent that their entries are their own fully original creations, and their respective entries (including but not limited to any materials integrated into the entries for Promotion containing user-generated content) will not infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks and/or rights of publicity/privacy. Your entry must not:

- be in breach of any applicable social media platform's terms of use;
- contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
- contain brand names or trademarks, other than (i) those of Promoter, which you have a limited license to use for the sole purpose of creating and uploading your entry, and/or (ii) those that you own, which you agree to license to Promoter on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to Promoter on a royalty-free, irrevocable, perpetual, non-exclusive basis in connection with the entry;
- contain footage, music, images, artwork, literary or other copyrighted material not created by you, other than material that you have necessary rights, consents and permissions to use and sub-license to Promoter on a royalty-free, irrevocable, perpetual, non-exclusive basis in connection with the entry;
- contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- disparage Promoter;
- contain personal information belonging to an individual other than yourself;
- contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- contain material that is unlawful, in violation of, or contrary to, the laws or regulations in any jurisdiction where the entry is created.

Promoter shall have sole discretion in determining whether or not an entry does or does not comply with the conditions set out in this clause.

Entrants agree that their names and/or likeness may be used to announce the winner via Facebook or other social media sites, or on Activision Blizzard's websites and be included on the winners list as mentioned in section 5 above. Except where legally prohibited, each winner grants (and agrees to confirm such grant in writing) permission for Promoter 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.

By entering this promotion, participants agree to be bound by these Terms and Conditions and by any other requirements set out in the promotional material. Promoter reserves the right to modify, cancel, terminate or suspend the promotion in whole or in part, at its sole discretion, if it believes the promotion is not capable of being conducted as specified in these rules or in the event of a virus, a computer bug or unauthorised human intervention or any other cause that is beyond reasonable control of Promoter that could corrupt or affect the administration, security, impartiality or normal course of the promotion.

This promotion is governed by and is in accordance with the laws of New South Wales. The parties agree that any dispute arising under this promotion will be resolved in the courts in New South Wales. 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; no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. The Promoter, its franchisees and its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize (including without limitation use of any prize in ways prohibited by any instructions contained herein or with the prize when delivered). Without limiting the foregoing, everything on the promotion 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.

8. This Promotion and all accompanying materials are copyright ©2024 Activision Publishing Inc. All rights reserved.