

## Battlefield V: #OnlyinBattlefield Nvidia Screenshot Contest

### Official Rules

This contest is sponsored by Electronic Arts Inc. (“EA” or “Sponsor”), 209 Redwood Shores Parkway, Redwood City, CA 94065, United States.

#### **NO PURCHASE NECESSARY.**

**ENTRANTS IN THIS CONTEST MUST: (1) OWN OR HAVE ACCESS TO BATTLEFIELD V ON PC, Playstation 4, or Xbox One AND HAVE CONNECTED TO THEIR VALID EA ACCOUNT BEFORE AUGUST 12<sup>th</sup>, 2019; (2) HAVE A VALID GAMERTAG OR PSN ID; AND (3) HAVE AGREED TO THE EA USER AGREEMENT.**

1. **Eligibility:** ] Battlefied V #OnlyInBattlefield Nvidia Screenshot Contest (the “Contest”) is open only to legal residents of *Australia, Austria, Belgium, Bulgaria, Canada (excluding Quebec), Chile, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Hungary, Malaysia, The Netherlands, New Zealand, Norway, Poland, Portugal, Singapore, South Africa, South Korea, Sweden, Switzerland, Thailand, United Kingdom and the United States (including the District of Colombia)* who are at least as old as the minimum age of majority in the jurisdiction from which they enter the Contest. Those who are employees of Electronic Arts Inc. or its affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies (“Sponsor and its agents”) or who are immediate family members or persons living in the same household of each such employee are not eligible. Subject to all applicable laws and regulations. Void where prohibited. By participating in the Contest, the participant signifies his or her full and unconditional agreement to these Official Rules.

**Timing:** The Contest begins on 00:00:01 PACIFIC DAYLIGHT Time (“PDT”) on 13<sup>th</sup> AUGUST 2019 and ends at 23:59:00 PDT on 25<sup>TH</sup> AUGUST 2019 (“Promotion Period”).

2. and consists of the phases set forth in the chart below:

<b>Phase</b>	<b>Start Date and Time</b>	<b>End Date and Time</b>
Submission	August 13 <sup>th</sup> , 2019 0:01AM PDT	August 25 <sup>th</sup> , 2019 11:59:00 PM
Judging	August 26 <sup>th</sup> , 2019, 9:00AM PDT	September 6 <sup>th</sup> , 2019 11:59 PM PDT

**IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE APPLICABLE CONTEST ENTRY PERIOD TIMES IN THEIR RESPECTIVE TIME ZONES.**

3. **How to Enter:** During the Submission phase, visit <https://www.ea.com/games/battlefield/battlefield-5/only-in-battlefield> (the “Contest Site” or “Site”), fill in all of the required registration fields and follow the directions to submit your image (collectively, the “Entry”). By uploading your Entry, you agree that it conforms to the Entry Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion that your Entry fails to conform to the Guidelines and Restrictions.

## Guidelines and Restrictions:

- Technical Requirements

Entries must be submitted in Image Hosting site link, such as Imgur or Flickr format following the Entry instructions above.

- Image(s) must be a minimum of 1920x1080. The images can be:
  - Original digital creations inspired by Battlefield V
  - Screenshots (raw)
  - Screenshots (enhanced or edited via photo editing software)
  - Composites (two or more screenshots blended)
  - No watermarks.
  - If you have previously won a Battlefield V Nvidia GeForce RTX content contest, you are ineligible.

- Content Requirements

- Entries must pertain to the Battlefield V: #OnlyinBattlefield Nvidia Contest, as determined by Sponsor in its sole discretion. No group, or team efforts, or multi-author(ed) designs will be accepted in this Contest. For purposes of this Contest all Entries will be presumed authored by the person submitting the Entry. You may not incorporate your own facial likeness, or that of another person, within your image design(s). Entries submitted in this Contest must not contain any pornography, or other illicit, illegal, defamatory, morally offensive or obscene content, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any Entry containing racial, religious, or ethnic slurs, explicit language, obscene, pornographic, violent, or sexual content, or libel, hate speech, references to alcohol, drugs or other illicit substances, or otherwise objectionable, offensive, illegal, inappropriate or prohibited material. Submission of previously published art (other than the Sponsor-provided images) is prohibited. Any Entry that incorporates prohibited content, including but not limited to, third party creations (other than the Sponsor-provided images), trademarks, names, or other third party property(ies), or the work of creative consultants, or the entrant's likeness, or the likenesses of any other real-life individuals, or any content that is pornographic, illicit, or otherwise in Sponsor's sole and absolute discretion violates the above Guidelines and/or is not in compliance with these Official Rules, may not be accepted for entry and may not be eligible to win any prize in this Contest.
- By entering, entrants warrant that their Entries contain only Sponsor-provided Contest Assets, if any, and/or their own, Original Creations. Entrants further warrant their Entries do not contain any third party copyrighted materials, and otherwise do not violate or infringe the rights, including, without limitation, copyrights, trademark rights or rights of publicity/privacy, of any third party.

- Limitations

- Each entrant may enter the Contest multiple times during the Contest Period. Entries generated by script, macro or other automated means are void.
- Uploading an Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, 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, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry. Sponsor and its agents are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries, all of which will be void. Physical copies of Entries become the property of Sponsor and will not be returned.

- By providing any Contest Assets for entrants' use Sponsor is granting entrants a limited, non-exclusive, non-commercial license to use the Contest Assets solely in connection with, and as a part of, the Contest. Entrants shall otherwise have no right, title or interest in or to any Contest Assets except as otherwise granted by Sponsor, and any use of the Contest Assets (including use of the Entry that contains Contest Assets) other than as permitted by these Official Rules may constitute copyright and/or trademark infringement.
- In the event of a dispute regarding any Entry, the authorized account holder of the email address used to register will be deemed to be the entrant or participant. 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 an authorized account holder.

**4. Personal Information:** Nothing in these Official Rules shall be deemed to exclude or restrict any of the winner's or the entrant's statutory rights as a consumer.

By participating in the Contest, entrant consents to Sponsor processing their personal information (name, address, email, birthdate) in accordance with Sponsor's Privacy and Cookie Policy, available at <http://www.ea.com/privacy-policy>.

**For Residents of the European Union:** Entrants understand that Personal information (name, address, email, birthdate)), shall be processed for the purposes outlined below, in accordance with Sponsor's Privacy and Cookie Policy, (see [privacy.ea.com](http://privacy.ea.com)).

**Personal information will be used for the purposes of:**

(a) Organizing, running and monitoring the Contest and prize fulfillment, including, if entrant wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online or in any other media in connection with the Contest, as described further in Sections 8(3) and 9 below); and

(b) Any additional processing activities to which entrant consents and/or acknowledges as applicable.

**For Residents of the European Union:** The organizing entity shall be considered the data controller for the database containing this personal information and provides for an appropriate data protection level.

**5. Winner Determination:** Winners will be determined according to the process set forth below.

- a. Judging Phase: During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select [10] entrants with the highest-scoring Entries (the “Top Entry” or “Top Entries”) based on the following criteria (“Judging Criteria”): 25% “Originality”, 30% “Creativity” and 45% “Quality”.
- b. In the event of a tie, the entrant whose Entry received the highest score for “Quality”, as determined by the qualified judges, in their sole discretion, will be deemed the potential Grand Prize winner. Sponsor reserves the right to select fewer than 10 Top Entries if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

**6. Notification:** The potential winners will be notified by email on or about Sept 6<sup>th</sup>, 2019. Except where prohibited, each potential winner will be required to sign and return a Winner Declaration & Consent, which must be received by Sponsor, 10 days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential winner cannot be contacted, fails to sign and/or return the Winner Declaration & Consent within the required time period, refuses the prize, is ineligible to win the prize, or prize is returned as undeliverable, potential winner forfeits prize. Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified or the prize is forfeited for any reason, Sponsor will award the applicable prize to an alternate winner using the skill-based criteria set forth above from among all remaining eligible Entries. Only three (3) alternative winners will be selected, after which Sponsor retains the discretion to donate the applicable prize to a charity of Sponsor’s choosing.

**7. Prizes<sup>1</sup>:**

Winners – 10 winners, 1x Nvidia GeForce RTX 2080 TI Founder’s Edition Video Card.

Total Prize Value : \$12,000 / € 10,152.72

If for any reason an advertised prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. The odds of winning depend upon the number of eligible entries received and relative skill of entrants. Allow 2-3 weeks for shipment of prize(s).

**8. General Terms:**

- a. By participating in this Contest, each participant agrees:

(1) To the extent allowable under applicable law and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which the participant may be entitled as a consumer under the consumer guarantee

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<sup>1</sup> Cash may be the easiest prize to deliver but it is not lawful as a prize in all countries. For example, Brazil, Hong Kong, Hungary, Italy, Portugal, and Turkey prohibit or severely restrict cash as a prize. A gift card to one particular store or site may be permissible, but a card that can be used like cash would not be allowed. Also, note that some jurisdictions, such as New Zealand and the United States, restrict the use of certain types of goods as prizes. Video games or merchandise related to video games are not likely to be problems as long as age restrictions are observed based on ratings. In some jurisdictions, such as China, travel prizes may be difficult to administer due to restrictions on travel. Also, in some jurisdictions, such as China, there are limits on the prize value for individual prizes.

provisions of the Australian Consumer Law in relation to the operation of the Contest and any prize won, to release and hold harmless Sponsor and its agents from any and all liability or any injury, loss, damage, right, claim or action of any kind arising from or in connection with this Contest or any Contest-related activity or the receipt, possession, use or misuse of any prize won, except for residents of the United Kingdom and France with respect to claims resulting from death or personal injury arising from EA's negligence and for residents of the United Kingdom with respect to claims resulting from the tort of deceit or any other liabilities that may not be excluded by law;

**For Residents of Austria, Germany, Poland, Switzerland:** By participating in this Contest, each participant acknowledges: (1) In regard to the Prize and any other products or services given by Sponsor and its affiliates free of charge, the Sponsor shall only be liable for intent and gross negligence. (2) In all other cases, the Sponsor shall only be liable to cases of intent and gross negligence. In case of slight negligence, however, the Sponsor is only liable for the breach of essential contractual obligations, such as delay or impossibility of performance, which the Sponsor can be made responsible for. The liability in the event of breach of such an essential contractual obligation is limited to the typical contractual damage, whose occurrence could be expected by the Sponsor upon conclusion of the contract on account of the circumstances known at that time. "Essential contractual obligations" as previously stated are those obligations whose fulfillment is essential to enable the proper implementation of the contract and the achievement of its purpose and whose observation you as an end consumer may rely upon. The foregoing limitations of liability shall not apply in the case of explicit guarantees by the Sponsor, in case of malice and injuries to life, body or health as well as in the case of mandatory statutory regulations.

(2) That EA's decisions will be final and binding on all matters related to this Contest;

(3) That by accepting a prize, EA may use your name and place of residence online or in any other media, in connection with this Contest, without payment or compensation to the winner or anyone else, except where prohibited ; and

(4) The Contest is governed by the laws of the United States and all claims must be resolved in the United States.

**For Residents of Australia,** the Contest is governed by the laws of the United States provided that the entrant will not be deprived of his or her statutory rights and legal protection as a consumer granted by the laws of Australia. Court of jurisdiction shall be entrant's country of residence.

**For Residents of Austria, Germany, Poland, Switzerland,** notwithstanding, nothing in these Official Rules shall have the effect to deprive you of the consumer protection rights granted to you by the laws of your residence that cannot be derogated from by agreement.

- b. EA reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole

discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other Contest or in an unsportsmanlike or disruptive manner and void all associated entries. **Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.**

c. Winners are responsible for any applicable taxes on prizes.

9. **Winner(s) List:** Winner List requests will only be accepted after the end the Promotion Period (listed above) and no later than Sept 10th, 2019. If you send an e-mail to [battlefieldsocial@ea.com](mailto:battlefieldsocial@ea.com) on or before **September 7<sup>th</sup> 2019** we will provide you with a list of confirmed winners.