

Winners

Michael Headland	Jason Den Ridder
Liam McCoy	TallonxIVx
Daryl Jenkinson	Jesseritchie259
Liam Richards	crazy_pukeko
Havoc Mid-Knight Davis	justbaconisall
Ben Qualbert Schuster	CannonFodderJnr
Jay Ball	Heafy83onTwitch
Wayne Bowyer	DanMazkin
Joel Casey	CYTIZENmusic
Matthew Raphael	N_MYIHTOI

BETHESDA 'DOOM® Eternal Horde Mode Competition 2021' Promotion

TERMS & CONDITIONS OF ENTRY

1. These terms and conditions, including information on how to enter, and a description of the prize(s) that may be won in the Promotion, apply to the “**BETHESDA 'DOOM® Eternal Horde Mode Competition 2021' Promotion**” competition (**Promotion**). These terms and conditions will be available to view on <https://beth.games/3aEDAiB> (**Promotional Website**). Entry into the Promotion is deemed acceptance of these Conditions of Entry. Entry is via the Internet (Twitter and Facebook) only.

PROMOTIONAL PERIOD

2. The Promotion commences at 9:00am (AEDT) for Australian residents (11:00am (NZDT) for New Zealand residents) on 27 October 2021 and ends at 9:00am (AEDT) on 1 November 2021 for Australian residents (11:00am (NZDT) for New Zealand residents) (**Promotional Period**).

ELIGIBILITY

3. Subject to the clauses below, entry is open to all residents of Australia and New Zealand who are who are eighteen (18) years of age or older and who have fulfilled the requirements set out below (**Entrants**).

4. Employees, officers, directors, re-sellers, agents, affiliates and representatives of the Promoter and other participating partners, including their affiliated companies, parents, subsidiaries and advertising and Promotion agencies, and their immediate families and members of their households are ineligible to participate in this Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. The Promotion is subject to all national, state and local laws. Promotion is void outside of Australia and/or New Zealand. The Promotion, and any website pages and advertisements relating thereto, is intended for viewing only within Australia and New Zealand. Entrants are ineligible to enter the Promotion if they are not physically located within Australia or New Zealand.

HOW TO ENTER

6. To enter the Promotion, Entrants must, during the Promotional Period:

- a. become a registered user of either Twitter or Facebook (Entrants who are already registered users of either Twitter or Facebook will not be required to complete this step); and

b. Follow either the Promoter's official Australian & New Zealand Twitter account (https://twitter.com/Bethesda_ANZ) or official Australian & New Zealand Facebook account (<https://www.facebook.com/bethesda.anz/>) (Entrants who are already following these accounts will not be required to complete this step); and

c. Either:

A. Retweet the following tweet by the Promoter on Twitter (@Bethesda_ANZ):

"To celebrate Horde Mode in DOOM Eternal, we are giving away 20 sets of these Numskull Collectible Figurines! To participate (AUS/NZ ONLY):

1. Follow
2. RT
3. Answer: In the face of endless waves of demons, what is the best way for DOOM Slayer to survive?

<https://beth.games/3aEDAiB>"

Or:

B. Like the following post by the Promoter on Facebook (@Bethesda.ANZ):

"To celebrate Horde Mode in DOOM Eternal, we are giving away 20 sets of these Numskull Collectible Figurines! To participate (AUS/NZ ONLY):

1. Follow
2. Like
3. Answer: In the face of endless waves of demons, what is the best way for DOOM Slayer to survive?

<https://beth.games/3aEDAiB>"

And:

d. Create an original response to the Promotional question: “In the face of endless waves of demons, what is the best way for DOOM Slayer to survive?” and post the response in reply to either the above tweet on Twitter or as a comment to the above post on Facebook.

(together, an **Entry**).

7. All entries must be an independent and original creation by the Entrant and free of any claims that they infringe any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.

8. Only one (1) Entry per person is permitted across all platforms (Facebook and Twitter). Any subsequent Entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid.

9. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries.

10. Costs associated with accessing the Promotional Website, the Promoter’s social media channels and/or Twitter and Facebook remain an Entrant’s responsibility and may vary depending on the Internet service or telecommunications provider used.

11. Entrants acknowledge that their personal Twitter or Facebook account will be updated by entering the promotion and that their Entry and their name, username and/or profile photograph may be featured on the Promoter’s website and/or the Promoter’s Twitter and Facebook account, and will be featured on their personal Twitter and Facebook account and generally on Twitter and Facebook for public viewing during the Promotional Period and in perpetuity (unless otherwise requested). Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).

12. Twitter and Facebook membership, applications and use of the Twitter and Facebook platforms generally are subject to the prevailing terms and conditions of use at twitter.com/tos and facebook.com/terms respectively. The promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook. Entrants understand that they are providing their information to the Promoter and not to Twitter or Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Twitter or Facebook and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Twitter or Facebook.

13. The decision by the Promoter to accept or reject an entry made using Twitter or Facebook is in the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the promotion. This includes but is not limited to any entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.

14. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

WINNER DETERMINATION

15. All eligible Entries will be judged by a panel of appropriately qualified judges by 10:00am (AEDT) on 4 November 2021.

16. All eligible Entries will be individually judged on a basis of originality and individual creative merit, with the most well-thought-out responses deemed the winners. This is a game of skill and chance plays no part in determining the winners.

17. The winners will be notified in writing via Direct Message on Twitter or Facebook within five (5) days of the judging. The display name of the Australian or New Zealand winners will be published on the Promotional Website when obtained by the Promoter from the winners and will remain on the Promotional Website. All reasonable steps to notify the winners of the result of the judging will be taken by the Promoter.

PRIZES

18. There are twenty (20) prize packs (each a **Prize Pack or Prize**), each to be won separately.

a. **Prize Packs:** The twenty (20) Entrants whose Entries are judged to be the best Entries from all eligible entries received during the Promotional Period will each be declared a winner of a Prize Pack. The twenty (20) Prize Pack winners shall each receive a DOOM Eternal® prize pack, consisting of the following:

- i. One (1) Official DOOM ® DOOM Slayer Collectible Figurine;
- ii. One (1) Official DOOM ® Arachnotron Collectible Figurine;
- iii. One (1) Official DOOM ® Cacodemon Collectible Figurine;
- iv. One (1) Official DOOM ® Imp Collectible Figurine;
- v. One (1) Red DOOM® Eternal t-shirt (S, M, L and XL sizes available);
- vi. One (1) Black DOOM® Eternal t-shirt (S, M, L and XL sizes available);
- vii. One (1) DOOM® Eternal wearable DOOM® Slayer Helmet, including accessories; and
- viii. One (1) copy of DOOM® Eternal (Standard Edition), on the winner's preferred platform (limited to Xbox, PC or PlayStation)

The value of each Prize Pack is approximately: AUD\$710.00 / NZD\$747.02

Total value of all Prizes: AUD\$14,200.00 / NZD\$14,940.40

GENERAL

19. In the event that the Promoter cannot successfully contact an Entrant who submitted one of the best judged Entries within fourteen (14) business days of the judging, or in the event of an invalid Entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to accept a prize, the Promoter may, in its sole discretion, award the prize to the next best judged Entry. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded the prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded a prize will the Entrant, subject to these Conditions of Entry, be deemed a winner of the judging.

20. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into.

21. Entrants can only enter in their own name and through their Twitter or Facebook account. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the competition 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.

22. If the Prizes or any part thereof is unavailable, for any reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not be awarded as a substitute. It is a condition of accepting the prize that the prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

23. The Promoter reserves the right to require the winner to sign a winner's deed of release (and indemnification), a licence agreement to produce the Digital Artwork as part of the Major Prize, and/or any other relevant forms or agreements that the Promoter deems necessary in order to claim a prize.

24. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (excluding the Promoter where required for Entry into the

promotion), unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without obtaining such written consent may result in the Entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability.

25. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and will remain or be vested in the Promoter. Participation in the promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis and to the extent required, grants to each Entrant a non-exclusive licence for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the promotion.

26. By entering the Promotion, each Entrant grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable and sub-licensable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such licence) to use their Entry for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the Copyright Act 1968 (Cth), including the Promoter having an unfettered right to treat the Entry in any manner at its sole discretion.

27. Entrants are solely responsible and liable for their Entries and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any content posted using 'DOOM® Eternal', the Promotional Website or the Promoter's social media accounts in accordance with its prevailing terms and conditions of use. Any Entries that are removed by the Promoter will not be considered eligible Entries for the purpose of the promotion. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).

28. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.

29. The Promoter reserves the right to request the Entrant to produce within the requested time appropriate photo identification or other documentation (to the Promoter's satisfaction, in its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the competition, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter or an Entrant or Entry has not been verified or validated to the Promoter's satisfaction, then all the Entries of that Entrant will be ineligible and deemed invalid.

30. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.

31. If the Promoter forms the view in its sole discretion that an Entry or the entry process for any Entrant has been tampered with or otherwise does not comply with these rules or the terms and conditions, the Promoter reserves the right in its sole discretion to disqualify that Entry. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

32. If for any reason the Promoter determines in good faith and its sole discretion that this competition is not capable of running as planned due to any agent or event beyond the control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which might corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition or which may change the intended result or prevent or hinder its determination, the

Promoter may in its absolute discretion cancel, terminate, modify (including recommencing the Promotion on similar terms and conditions as and when determined by the Promoter) or suspend the Promotion and/or if necessary provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.

33. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under a Consumer Law), 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 Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion 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 prize(s); and/or (iv) acceptance and/or use of any prize.

34. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.

35. All of the Promoter's decisions in respect of the Promotion are final and no correspondence will be entered into.

PRIVACY

36. The Promoter collects Personal Information about an Entrant to administer the Promotion, award the prizes and use the information in advertisements, publications, media statements and other Promotional material associated with the competition. To do this, the Promoter may disclose your Personal Information to its related bodies corporate (including in overseas locations) and organisations to which the Promoter outsources functions, and organisations associated with this competition. If the Personal Information requested is not provided, the Entrant cannot participate in the Promotion and is deemed ineligible. By entering this Promotion, Entrants consent to the storage of their personal information on the Promoter's database and the use of this information by the Promoter for future competition and marketing purposes regarding the Promoter and its products, including the Promoter contacting the entrant by electronic messaging.

37. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant Australian State or Territory or New Zealand lottery legislation.

38. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter at privacy@support.zenimax.com. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter.

39. As a condition of entering this Promotion, an Entrant consents, in the event they are a winner, the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, they will participate in all reasonable Promotional activities in relation to the Promotion as requested by the Promoter and its agents and not sell or otherwise provide their story and or photographs to any non-related party.

40. In these Conditions of Entry: "Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth) in Australia and the Consumer Guarantees Act 1993 and Fair Trading Act 1986 No 121 in New Zealand. "Intellectual Property Rights" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia and/or New Zealand (as applicable) or otherwise. "Laws" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia and/or New Zealand (as applicable). "Losses" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or

opinion is true or not and whether the information or opinion is recorded in a material form or not.

41. The Promoter is ZeniMax Australia Pty Ltd (ABN 30 165 946 690) of Level 2, 19 Rialto Lane, Manly NSW 2095.

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