

## DEUTSCHLAND NESSIE HOODIE GIVEAWAY - Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

This Promotion is sponsored by Electronic Arts Inc. ("EA"), 209 Redwood Shores Parkway, Redwood City, California, USA 94065. X Corp. is not sponsoring, endorsing, or associated with this Promotion in any way.

**1. Eligibility.** The Deutschland Nessie Hoodie Giveaway ("Promotion") is offered to promote ALGS Year 4 Split 2 Playoffs and is open only to:

- Legal residents of Australia, Austria, Bulgaria, Canada (excluding Quebec), Chile, France, Germany, Japan, New Zealand, Norway, South Africa, South Korea, Switzerland, Taiwan, Thailand, the United Kingdom, or the United States (including the District of Columbia).
- Participants who have reached the age of majority in their country or territory of residence.
- Participants who fully and unconditionally agree to these Official Rules.
- Participants who are not employees of EA or any of its related companies or representatives ("Agents"), or the immediate family members or household member of an employee.

This Promotion is subject to various national, state, territory, and local laws and regulations, and is void where prohibited. EA's decisions are final in all matters related to the Promotion.

**2. To Enter.** The Promotion will begin on August 26, 2024 8AM PT and end on September 2, 2024 11:59PM PT (the "Promotion Period"). On or about August 26, 2024 8AM PT EA will post a tweet announcing the Promotion (the "Promotion Announcement"). To enter the Promotion you must follow @PlayApexEsports on X, retweet the Promotion Announcement including #RESPAWNGiveaway and comment on the Promotion Announcement with your preferred sweater size ("Entry"). No other method of entry will be accepted. EA will accept 1 Entry per person. Entries must be received by September 2, 2024 11:59PM PT. X account required, you can create an X account for free at <https://x.com>.

**Limitations on Entries:** You may not share the same username and/or email address with multiple entrants. If you attempt to obtain more than the permitted number of Entries by using multiple or different email addresses, identities, or any other method, your Entries will be void. If you use any automated process or cheat to participate, such as a bot, EA will disqualify you from the Promotion.

**For residents of France:** Telecommunication and access expenses corresponding to the time of connection for participation in the Promotion have been evaluated at the flat fee of 0.50 Euros per Entry, and shall be reimbursed to any on-line participant requesting it in writing at Electronic Arts Publishing – Deutschland Nessie Hoodie Giveaway - 18, rue Félix Mangini, 69009 Lyon, France. If you claim reimbursement for these expenses, you must provide a telephone bill demonstrating that you do not benefit from unlimited access. An incomplete request for reimbursement or one sent to the incorrect address will be invalid. You must submit reimbursement requests within two (2) months (sixty (60) calendar days) of the prize draw closure. Reimbursement of connection costs is limited to one participation by an individual (same first name and last name, same postcode, same age). Postal fees incurred in sending supporting documentation will be reimbursed upon request, provided they are requested in

writing as set forth above, and are within the limit of the lowest postal fee applicable to a letter of 20 grams or less.

**3. Prizes.** There are five (5) prizes available to be won. Your odds of winning a prize depend upon the number of eligible Entries. All approximate retail values (“ARV”) are expressed in U.S. Dollars, Australian Dollars, and Euros. ARV of total prize pool: \$250 USD, \$375 AUS, €225 EUR. Limit one (1) prize per person. Prizes are not transferable, and no substitution of prizes for cash or other goods and services is permitted. If for any reason an advertised prize is unavailable, EA reserves the right to substitute a prize of equal or greater value. Winners are responsible for any applicable taxes on prizes.

Prize: five (5) winner(s) will receive one Deutschland Nessie Hoodie; each with an ARV of \$50 USD, \$75 AUS, €45 EUR. Sizes are limited. Prizes will be distributed based on preferred sizes, as indicated by the winners, on a first come first serve basis in the order in which winner responses are received.

**4. Winner Selection and Notification.** EA or its Agent will conduct a random drawing from all eligible Entries to determine the potential winner(s) on or about September 16, 2024 at 209 Redwood Shores Parkway, Redwood City, California, USA 94065. All decisions regarding the selection of the potential winner(s) are final.

Potential winners will be notified between September 9, 2024 and September 13, 2024 by direct message on X to the account specified in the winning Entry. If EA cannot contact a potential winner, the prize is returned as undeliverable, the potential winner is deemed ineligible, or a potential winner fails to sign and return any requested documents or information within the required time period, the potential winner forfeits the prize.

If a potential winner is disqualified or ineligible, or the prize is forfeited for any reason, EA will award that prize to an alternate winner by random drawing from all remaining eligible Entries. Only three (3) alternate drawings will be held, after which EA may donate the prize to a charity of EA’s choice.

**5. To Claim a Prize.** If you are selected as a potential winner, you may be required to complete and sign a Winner Declaration & Release (“Winner’s Release”) to claim your prize, which EA will provide within 14 days of the first attempt to notify you. Residents of Canada must also answer a time-limited, skill-based question in order to claim a prize. Potential winners may be required to provide a shipping address to claim a prize. Allow 4-6 weeks for delivery of a prize via mail.

**6. Release.** To the extent allowable under applicable law and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which you may be entitled as a consumer under the consumer guarantee provisions of the Australian Consumer Law in relation to the operation of the Promotion and any prize won, you agree to release EA, X Corp and their Agents, officers, directors, and employees (the “Released Parties”) from any legal claims, including without limitation claims related to personal injury, death, or damage to or loss of property arising out of participation in the Promotion, or receipt, use, or misuse of any prize, 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, Switzerland:** By participating in this Promotion, you acknowledge EA shall only be liable in cases of intent and gross negligence. In case of slight negligence, however, EA is only liable for the breach of essential contractual obligations, such as delay or impossibility of performance, for which EA can be held responsible. 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 EA upon conclusion of the contract based on

the circumstances known at that time. “Essential contractual obligations” 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 EA, in case of malice and injuries to life, body or health, as well as in the case of mandatory statutory regulations. Nothing in these Official Rules shall deprive you of the consumer protection rights granted to you by the laws of your residence that cannot be derogated from by agreement.

**7. Privacy and Publicity.** Nothing in these Official Rules shall be deemed to exclude or restrict any of your statutory rights as a consumer. If you participate in the Promotion, you consent to EA’s processing your personal information including but not limited to your name, mailing address etc. (“Personal Information”) in accordance with EA’s Privacy & Cookie Policy, which you can read at <https://www.ea.com/legal/privacy-policy>. You also consent to EA’s use of your Entry, personal name, user/screen name, social media handle, likeness, photograph, voice, opinions, and/or hometown and state (“Entry Data”) for promotional purposes. EA (or its Agent) has the option, but not the obligation, to use your Entry Data in any media, worldwide, without any further attribution, notification or compensation. Some jurisdictions prohibit the mandatory consents described above, so some or all of them may not apply to you.

**For Residents of the European Union:** The organizing entity shall be considered the data controller for the database containing Personal Information, and it provides for an appropriate data protection level. You understand that your Personal Information shall be processed for the purposes outlined below, in accordance with EA’s Privacy and Cookie Policy, (see <https://www.ea.com/legal/privacy-policy>).

Personal Information will be used for the purposes of:

- Organizing, running, and monitoring the Promotion and prize fulfillment, including, if you win a prize, publishing (i) your name on the Winner(s) List and (ii) your name and country of residence online or in any other media in connection with the Promotion, as described in this Section 7 above; and
- Any additional processing activities to which you consent and/or acknowledge as applicable.

**8. General Conditions.** EA reserves the right to cancel, suspend, or modify the Promotion, (or any part of it) if fraud, technical failure, human error, or any other problem impairs its proper operation. In that event, EA may hold a random drawing from among all eligible Entries received up to the date of suspension for any of the prizes offered. EA reserves the right to disqualify any person it finds to be in violation of these Official Rules (including tampering with the entry process or the operation of the Promotion), or acting in an unsporting or disruptive manner. If you attempt to deliberately undermine the legitimate operation of the Promotion, it may be a violation of criminal and/or civil law, and EA reserves the right to seek damages from you to the extent permitted by law. EA’s failure to enforce any term in these Official Rules shall not be a waiver of that term.

**9. Limitation of Liability.** The Released Parties are not responsible for: (1) inaccurate information, whether caused by entrants, typographical errors, or by equipment or programming associated with the Promotion; (2) technical failures, including without limitation network malfunctions, interruptions, or disconnections; (3) unauthorized intervention in the entry process or the Promotion; (4) technical or human error in the administration of the Promotion or the processing of Entries; (5) late, lost, undeliverable, damaged or stolen mail or electronic communications; (6) ineligibility for any reason,

including entrant's misunderstanding of the Official Rules and requirements or the entry process. If for any reason your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another Entry in the Promotion, if possible. EA will award no more than the stated number of prizes. If production, technical, programming or any other reasons cause more than the stated number of prizes to be available and/or claimed, EA reserves the right to award only the stated number of prizes. Some jurisdictions prohibit the limitations described above, so some or all of them may not apply to you.

**10. Disputes.** All disputes, claims or controversies arising out of or relating to the Promotion including the marketing and promotion of the Promotion ("Disputes"), shall be resolved exclusively by binding arbitration in the United States under the laws of the United States, unless you are a resident of a Australia (see below) or a member-state of the European Economic Area, South Korea, or Switzerland for which Disputes shall be resolved according to local law and the court of jurisdiction shall be your country of residence. For residents of Australia, the Promotion is governed by the laws of the United States, provided that you will not be deprived of your statutory rights and legal protection as a consumer granted by the laws of Australia and the court of jurisdiction shall be your country of residence.

- The only Disputes not covered by this Section are claims (i) regarding the infringement, protection or validity of your, EA's or EA's licensors' trade secrets or copyright, trademark or patent rights; and (ii) those brought in small claims court.
- You and EA shall first attempt to resolve any Dispute informally for at least thirty (30) days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. EA will send its Notice of Dispute to the contact information in your Entry, or other address you provide for this purpose. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA USA 94065, ATTENTION: Legal Department.
- If you and EA cannot resolve a Dispute informally, you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall not consolidate another person's claims with your claims, and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- If you live in the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the

personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

- If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before EA makes its final written submissions to the arbitrator, then EA will: pay you 150% of your arbitration award, up to \$5,000 USD (or equivalent in your national currency) over and above your arbitration award, and reimburse the arbitration fees that you paid to the AAA.

**11. Winner List.** EA will post the winner list at

<https://www.ea.com/games/apex-legends/compete/y4-s2po-deutschland-nessie> for two (2) weeks following winner verification.