

## EverQuest Return to Kunark Sweepstakes Official Rules

**NO FEE OR PURCHASE NECESSARY TO ENTER OR WIN. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE LAWS. VOID WHERE PROHIBITED.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules for the applicable sweepstakes (the "Sweepstakes"). The Sweepstakes begins at 12PM PT on Monday, November 21, 2016 and ends at 12PM PT on Monday, November 28, 2016 ("Sweepstakes Period"). The Sweepstakes is sponsored by Daybreak Game Company LLC, which is located at 15051 Avenue of Science, San Diego, CA 92128 ("Sponsor"). Submissions are administered by Votigo, Inc., located at 251 Lafayette Circle, Suite 330, Lafayette, CA 94549 ("Votigo").

**Sweepstakes are in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter. Any information that you provide is being collected by Votigo and will not be provided to the social media site. Votigo may provide your information to Sponsor for winner selection and prize fulfillment purposes and, if you opt-in to receive Sponsor news and updates, for marketing purposes.**

**Eligibility:** The Sweepstakes is open to every natural person eighteen (18) and over with an active Daybreak Account in good standing at the time of entry, except employees (including their immediate family members and persons living in the same household), officers, directors, and agents of Sponsor, Votigo, Facebook, Twitter, and Instagram and their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, who are not eligible to participate in the Sweepstakes. Only the individual person who submits a Sweepstakes entry may win. If you are a minor you must obtain permission from your parent or legal guardian before you submit an entry, and Sponsor reserves the right to require proof of your parent's or legal guardian's consent to these Official Rules as a prerequisite for eligibility. Sweepstakes is subject to all federal, state, local and municipal laws. By entering the Sweepstakes, participants are bound by and agree to these Official Rules, and the decisions of Sponsor, which are final and binding.

**How to Enter:** To enter and participate in the Sweepstakes, you must follow @everquest on Twitter and tweet your favorite screenshot of Kunark to @everquest with the hashtags #ReturnToKunark and #sweepstakes. The screenshot of Kunark may be from previous content or the new expansion. You may also submit your favorite screenshot via direct link on Votigo [[Votigo Link](#)]. Each participant may tweet or submit one (1) Kunark screenshot per day for each of the eight (8) days of the Sweepstakes Period, for a total of eight (8) submissions.

**Determination of Winners:** Sponsor will select three (3) Grand Prize winners. The winners will be randomly selected by Sponsor from eligible entries submitted during the Sweepstakes Period. **To be considered, you must submit your entries to Sponsor as set forth herein no later than the time and date set forth in the Sweepstakes Period.** Sweepstakes are limited to eight (8) entries per person. Duplicate entries (more than specified number of entries per participant or tweet), any entries submitted by agencies, other third parties, or through other unapproved methods are void. Any attempt at entry except as stated herein is void. Sponsor will not provide you with confirmation of receipt of your entry.

By participating in any Sweepstakes, you agree to comply with the rules set forth in the Sweepstakes and these Official Rules. Participants who do not comply with these requirements will be disqualified.

**Prizes:** The prize for each Sweepstakes Grand Prize winner is one (1) EverQuest prize package which includes an EverQuest Collector's Edition code (ARV \$150.00).

Total Amount of Prizing: US\$450.00

All prize details are at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a portion thereof) with another prize of greater or comparable value, as determined by Sponsor in the event prize becomes unavailable with no further obligation to the winner.

**Determination of Winners and Prizes:** Winners will be selected randomly from eligible entries. Odds of winning depend on the number of entries received. No alternative prize, cash, or other substitution is permitted except by Sponsor, at its sole discretion. All prizes are non-transferable and non-tradable. All federal, state, and local taxes are the sole responsibility of the winner. Based upon the criteria listed above, up to one (1) prize will be awarded for each winner. The potential winner(s) will be notified electronically via Twitter Direct Message on or about one (1) day after the conclusion of the judging and will have three (3) days from notification to accept the prize. In the event a potential winner does not accept the prize via Twitter Direct Message within the timeframe, they forfeit the claim to that prize and Sponsor may award the prize to a new potential winner or dispose of the prize, at Sponsor's discretion. Allow up to two (2) months for delivery. The winner(s) will be announced on Sponsor's website and/or on the social media site used to enter the Sweepstakes. To obtain a copy of the winner list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to: Attn: Community Relations "PS2 4<sup>th</sup> Anniversary Sweepstakes," Daybreak Game Company LLC, 15051 Avenue of Science, San Diego, CA 92128. Requests must be received no later than December 31, 2016.

**Information Provided to Enter:** Votigo will share the information that you provide through the Sweepstakes entry to Sponsor for the purposes of Sponsor administering the Sweepstakes. Information that you provide to enter each Sweepstakes, such as your first name, last name, email address, and birthday, will only be used for the purposes of administering the Sweepstakes and contacting you to determine eligibility or provide you with your prize if you are selected as a winner. Votigo will use the information that you provide in accordance with its Privacy Policy, and Sponsor will use the information that you provide in accordance with its Privacy Policy. You agree that Sponsor shall remain the exclusive owner of all game content and intellectual property rights in its games, including all such content that may appear in your screenshot entry and by submitting the screenshot, you agree that Sponsor has the right to use the submitted screenshot for any and all purposes, including marketing, advertising, and promotional purposes in any and all media now known or hereafter devised. As part of the Sweepstakes process, you may choose to share your email address with the Sponsor for marketing purposes via checkbox stating that you wish to receive Sponsor news and updates.

**General Terms and Conditions:** These Sweepstakes Rules set forth the entire agreement between you and Sponsor, and supersede all other agreements and understandings, written or oral, between any/all parties. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein.

By participating in the Sweepstakes, each entrant agrees to release and hold harmless the Sponsor, its affiliates, Twitter, Facebook, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to of the following: (a)

unauthorized human intervention in the Sweepstakes; (b) electronic, computer, software, internet, or network errors or difficulties of any kind (including failed, incomplete, garbled, or delayed entries); (c) printing errors; (d) any condition caused by events beyond the control of the Sponsor that may cause a Sweepstakes to be disrupted or corrupted; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) any injuries, losses, or damages of any kind arising in connection with or as a result from participation in a Sweepstakes, receiving a prize, or arising from your access to and use of the Internet site <http://www.daybreakgames.com> (and any other website of Sponsor), Twitter, Instagram or Facebook, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, to the extent permitted by law; (g) any errors in any materials associated with a Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to US\$50.00, and in no event shall the Released Parties be liable for attorney's fees. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. By participating in a Sweepstakes, you waive any and all rights to bring any claim or action related to your participation in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based. By entering, you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final. Sponsor reserves the right to disqualify any person that Sponsor determines to be in violation of any term contained in these Official Rules.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes for any reason whatsoever.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. All disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Sweepstakes shall be finally settled through arbitration administered by JAMS or the American Arbitration Association (AAA) in accordance with the AAA's Commercial Arbitration Rules. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration administered hereunder shall be conducted in English and take place in San Diego, California, USA.