

October Battlefield 3 Premium In-game Competition Official Rules

ENTRANTS IN THIS COMPETITION MUST: (1) OWN *BATTLEFIELD 3* AND *BATTLEFIELD 3 PREMIUM FOR EITHER PC, PLAYSTATION 3 OR XBOX 360* (EACH A "PLATFORM"), (2) HAVE REGISTERED THE GAME AND BE REGISTERED AS A PLAYER ON [WWW.EA.COM](http://www.ea.com), (3) HAVE A VALID ORIGIN ACCOUNT, AND (4) HAVE AGREED TO THE EA ONLINE PRIVACY POLICY AND TERMS OF SERVICE.

1. **Eligibility:** October Battlefield 3 Premium In-game Competition (the "Competition") is open only to legal residents of *Australia, Austria, Belgium, Bulgaria, Canada (excluding Quebec), Chile, China, including Taiwan, Czech Republic, Finland, France, Germany, Hong Kong, Hungary, Italy, Japan, Malaysia, The Netherlands, New Zealand, Norway, Poland, Portugal, Russia, Singapore, South Africa, South Korea, Spain, Sweden, Thailand, United Kingdom and the United States (including the District of Columbia)* except residents of *AZ, CO, MD, TN, and VT* who are at least as old as the minimum age of majority in the jurisdiction from which they enter the Competition. 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 Competition, the participant signifies his or her full and unconditional agreement to these Official Rules. For Austrian residents only: You are hereby notified that you have seven (7) calendar days from the date of your registration for participation to rescind your agreement to the terms of this electronic agreement. After such period of time, you are bound by the terms of these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Timing:** Registration for the Competition begins on 27th of October 2012 at 00:00a.m. UTC and ends on 29th of October 2012 at 00:00a.m. UTC (the "Registration Period"). The Competition begins on 27th of October 2012 at 00:00a.m. UTC and ends on 29th of October 2012 at 00:00a.m. UTC (the "Competition Period"). Administrator's computer is the official time-keeping device for the Competition. IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE APPLICABLE COMPETITION ENTRY PERIOD TIMES IN THEIR RESPECTIVE TIME ZONES.

How to Compete: Visit the Battlelog News page at <http://battlelog.battlefield.com/bf3/news/> and find the News post detailing the October in-game competition. This News post will have an opt-in where you must accept and agree to the Official Rules of the Competition. When you have accepted, you will receive a password to access the competition servers.

3. Any entrant may be disqualified immediately from this Competition and, at the discretion of the Sponsor or its designees from further EA Online competitions, for any failure to comply with the EA Online Terms or for any cheating, including:

- a. using any cheats, hacks or other 3rd party "helper" applications in playing games;
- b. intentionally disconnecting from the Internet during any game;
- c. colluding with other players in playing games; or
- d. taking advantage of known exploits in the game (it is the responsibility of players to understand and avoid all current illegal exploits).

Abusive or disorderly behavior, including any use of harassing, negative, or profane language online, will not be tolerated and will also constitute grounds for immediate disqualification.

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. Participation in the Competition implies authorization to collect, use and disclose entrant's personal information including the right to transfer personal data to the United States for purposes of administration of the Competition and prize fulfillment. All information submitted to the Sponsor as part of this Competition will be treated in accordance with the EA's privacy policy, available at privacy.ea.com. Personal information includes email addresses and will be used to contact potential winners for purposes of organizing, conducting, and monitoring the competition. The recipient of your personal data is Sponsor. **All of your personal information will be collected, stored, and processed in the USA only.** YOUR INFORMATION WILL NOT BE STORED OR PROCESSED ON SERVERS LOCATED IN THE EUROPEAN UNION. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message with the request, subject line October Battlefield 3 Premium In-game Competition to premiumcomp@dice.se. Account holders may opt out of receiving marketing materials by changing their account preferences at any time.

For Residents of Germany: This personal information is collected and processed only for the purposes of organising, running and monitoring the campaign. The organising entity shall be considered the data controller for the database containing this personal information and provides for an appropriate data protection level. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message with the request, subject line October Battlefield 3 Premium In-game Competition to premiumcomp@dice.se.

5. **Applicability of EA Online Terms of Use:** Your participation in the Competition is also governed by the EA Online Terms of Service found at www.ea.com. If there is any conflict between these Official Rules and the EA Online Privacy Policy and Terms of Service, then the EA Online Privacy Policy and Terms of Service will take precedence to the extent of that conflict.

6. **Winner Determination:** The five (5) participants on each Platform with the most number of kills made from air vehicles in Battlefield 3: Armored Kill on our competition servers at the end of the Competition Period will be deemed winners. Winners will be notified on or about 9th of November 2012 by email. In the event of a tie, a series of tie-breakers will be used to determine a single winner per Platform as follows: The first tie-breaker (the entrant between or among the tied entrants who established the tied score with the lowest number of games played will be deemed the winner), second tie-breaker (if a tie remains after the first tie-breaker, the entrant between or among the remaining tied entrants with the lowest number of losses will be deemed the winner), third tie-breaker (if a tie remains after the second tie-breaker, the entrant between or among the remaining tied entrants with the most wins will be deemed the winner), fourth tie-breaker (if a tie remains after the third tie-breaker), the entrant between or among the remaining tied entrants with the lowest "Did Not Finish" (DNF) percentage will be deemed the winner). If any tie for winner remains after the fourth tie-breaker, then all remaining Participants who are tied for winning position will be awarded a prize.

7. **Notification:** The potential winners will be notified by email. Except where prohibited, each potential winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (or Declaration of Compliance, if potential winner is a Canadian resident, or confirmation of eligibility form, and liability/publicity release if potential winner is a UK resident), which must be received by Sponsor, within ten (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 return the Affidavit of Eligibility, Liability and Publicity Release (or Declaration of Compliance or confirmation of eligibility form, and liability/publicity release) within the required time period, or prize is

returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner based on position on the leader board or ladder as applicable.

Prizes: There are fifteen (15) prizes.

Fifteen (15) First Prize Winners will each receive one (1) Limited Edition signed and numbered lithograph featuring artwork from *Battlefield 3*. Approximate retail value of each prize is \$80 / €78.

8. General Terms:

- a. By participating in this Competition, each participant agrees: (1) EA has the right to publish and otherwise use your statistics and rankings in connection with the Competition, and for other related purposes (such as for marketing and promotional purposes) without further consent from or payment to you; (2) To the extent allowable under applicable law, 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 Competition or any Competition-related activity or the receipt, possession, use or misuse of any prize won, except for residents of the United Kingdom, France and Germany 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; (3) That EA's decisions will be final and binding on all matters related to this Competition; (4) That by accepting a prize, EA may use your name and place of residence online or in any other media, in connection with this Competition, without payment or compensation to the winner or anyone else, except where prohibited; and (5) The Competition is governed by the laws of the United States and all claims must be resolved in the United States.
- b. EA reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Competition, 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 Competition or to be acting in violation of these Official Rules or those of any other Competition 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 Competition 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. **Winners List:** The names of confirmed winners will be posted online on or after 9th November 2012 at <http://battlelog.battlefield.com/bf3/news/>. This list will remain posted until 30th November 2012.

10. **Sponsor:** Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065.

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