

OFFICIAL RULES: SKYLANDERS SUPERCHARGERS DARK EDITION TWITTER GIVEAWAY

NO PURCHASE NECESSARY TO ENTER OR WIN. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID IN PUERTO RICO AND OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED.

1. **SWEEPSTAKES TERM AND DEADLINES:** The "SKYLANDERS SUPERCHARGERS DARK EDITION TWITTER GIVEAWAY " (the "Sweepstakes") begins October 8, 2015 at 11:59 a.m. Pacific Time ("PT") and ends October 8, 2015 at 4:59 p.m. PT ("Sweepstakes Period"). A random drawing of one (1) winner will be held from among all eligible entries received during the Sweepstakes Period. All entries received after October 8, 2015 at 4:59 p.m. PT will be ineligible for the chance to win a prize.

2. **ELIGIBILITY:** The Sweepstakes is open and offered only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and other U.S. territories and possessions), 13 years of age or older at the time of entry. Sweepstakes is void in Puerto Rico and other U.S. territories and possessions and where prohibited or restricted by law. Employees, officers and directors of Activision Publishing, Inc. ("Sponsor") and each of their respective parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, Web masters and Web suppliers, and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsor, the "Sweepstakes Entities"), and their IRS dependents, immediate families (spouse and parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Sweepstakes. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to this Sweepstakes.

3. **HOW TO ENTER:** To enter this Sweepstakes via Twitter, entrants must first follow the official Skylanders Twitter feed by going to the Skylanders Twitter page located at <https://twitter.com/SkylandersGame> and clicking the "Follow" button while logged into their Twitter account. During the Sweepstakes Period, entrants must post a tweet on Twitter containing a photograph of a Skylanders-themed breakfast creation including the hashtag #SkylandersSweeps. One (1) potential winner will be randomly drawn from the eligible entries received during the Sweepstakes Period. Limit of one (1) Entry per person/email address/household regardless of method of Entry. Proof of submission is not proof of receipt. If you post updates to or receive updates from Twitter via SMS from your wireless phone, your wireless service provider may charge you for each text message you send and receive. Please consult your wireless service provider for more information. Sponsor is not responsible for any charges wireless service provider may charge entrant. Multiple entrants are not permitted to share the same Twitter account. Any attempt at e-mail or other method of Entry is void. Any attempt by any person to obtain more than the stated number of Entries by using multiple/different email accounts, or any other methods including, without limitation, script, macro or any automated or other means which subverts the Entry process, will void all of that person's entries and that person will be

disqualified. Entries must comply with Twitter terms of use and shall not contain content that is unlawful or inconsistent with Sponsor, the *Skylanders* Game or its brand image. All Entry photos and videos should be taken in a safe and responsible manner. Submissions may not promote or portray any activities that may appear unsafe or dangerous to yourself or other persons or property. DO NOT engage in any activity that is potentially dangerous or beyond your ability. Entries may not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contains inappropriate or objectionable content as determined by Sponsor in its sole discretion. Entry must be your original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity. Sponsor may disqualify any such Entry at its sole discretion.

4. DRAWING: One (1) potential winner will be randomly drawn from the eligible entries received during the Sweepstakes Period. Random drawing will be conducted by Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible Entries received.

5. WINNER NOTIFICATION: Within seven (7) days of the conclusion of the Sweepstakes Period, Sponsor shall endeavor to notify potential winner ("Winner") via Twitter direct message to obtain email, mailing address and phone number. Potential winners will be subject to compliance with these Official Rules and may be subject to verification of the Entrant's eligibility, including if winner is a minor, minor will be given an affidavit of eligibility and liability/publicity release and minor's parent or guardian must complete, sign and return all required documentation. Winner notification not acknowledged by Winner within twenty-four (24) hours after outreach from Sponsor may be forfeited at Sponsor's discretion and awarded to an alternate winner selected by Sponsor. Any prizes not claimed by alternates within twenty-four (24) hours after outreach from Sponsor shall be considered forfeited.

6. PRIZES: One (1) Skylanders SuperChargers Dark Edition for Xbox One, Xbox 360, Playstation 4, Playstation 3, Wii U or Wii (ARV \$99.99). One winner total. Total ARV of prizes - \$99.99. Winner's first choice of console version of prize not guaranteed. Winner may not substitute, assign or transfer Prize, or redeem Prize for cash, but Sponsor reserves the right, in its sole discretion to substitute Prize (or a portion thereof) with another prize of comparable or greater value. Prize consists of a combination of only those items specifically listed as part of the Prize. All Prize details are at Sponsor's sole discretion. Allow six (6) to eight (8) weeks for fulfillment of prize.

7. CONDITIONS OF PARTICIPATION: Entrants agree (a) that the Sweepstakes Entities and Twitter will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or

damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize, or participation in this Sweepstakes or any Sweepstakes related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any Prize; and (b) except where legally prohibited, each Winner grants (and agrees to confirm such grant in writing) permission for Sponsor and those acting under its authority to use winner's name, city and state of residence, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in any and all media now known or hereafter discovered, worldwide and on the World Wide Web, in perpetuity, in any manner, without notice, review or approval. The Activision Online Privacy Policy will apply to all personal information collected as a result of this Sweepstakes.

8. LIMITATIONS ON LIABILITY: Sweepstakes Entities are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen Entries, code requests, codes or mail; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries or codes; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, any errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of codes, code requests or Entries, the announcement of the Prizes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or web site, as solely determined by the Sponsor, will be disqualified (and all associated codes/Entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Entrant agrees that Sweepstakes Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the web site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries or codes, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and if terminated, randomly select winners from all non-suspect, eligible Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized

account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Code is void if not obtained from authorized and legitimate channels, or if the code is, in whole or in part, illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained via fraud or theft. Sweepstakes Entities are not liable for printer errors or issuance of any void, misprinted, or irregular code resulting from production or packaging problems or errors. Liability for an irregular code is limited to providing another code, while supplies last, subject to verification of original code irregularity

9. IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SWEEPSTAKES SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. CHOICE OF LAW: Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction in Los Angeles, CA. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law, without reference to California choice of law rules, governs the Sweepstakes and all aspects related thereto.

11. WINNERS' LIST: To obtain a Winners' List, send a self-addressed stamped envelope in a separate, first class stamped envelope to: SKYLANDERS SUPERCHARGERS DARK EDITION TWITTER GIVEAWAY Winners' List, c/o Activision Publishing, 3100 Ocean Park Blvd., Santa Monica, CA 90405. Requests must be received no later than sixty (60) days following the conclusion of the Sweepstakes.

12. SPONSOR: Activision Publishing, Inc. 3100 Ocean Park Blvd., Santa Monica, CA 90405. Twitter is not a sponsor of, or affiliated with this Sweepstakes.