

**Call of Duty: Black Ops Pre-Launch Giveaways  
Weekly Giveaways  
Official Rules**

The Call of Duty: Black Ops Pre-Launch Weekly Giveaways (each, the "**Promotion**", and collectively, the "**Promotions**") begins at 12:00 a.m. Pacific Daylight Time, on Monday of each week and ends 11:59 p.m. Pacific Daylight Time on Sunday of each week ("**Promotion Period**"); the Promotions begin Monday October 11, 2010 and will continue on weekly basis until November 9, 2010. All Promotion rules, instructions, communications, notices, participation, and details will be via the Call of Duty website located at [COD.com](http://COD.com) (the "**Web Site**"). The Promotion is sponsored by Activision Publishing, Inc. ("**Sponsor**"). Sponsor is the owner and operator of the Web Site.

**1. ELIGIBILITY**

- 1.1 Promotion is offered only in the United States to legal residents of the 50 United States (including the District of Columbia), who are at least 18 years old at the time of entry and have Internet access. Employees, producers and directors of Activision Publishing, Inc., ("**Sponsor**") its affiliated and subsidiary companies, advertising and promotional agencies, and the immediate family (spouse, mother, father, sister, brother, ward, daughter or son) or members of the households of such employees or directors (whether or not related) (collectively, the "**Official Parties**") are not eligible to enter or win a prize.
- 1.2 By entering, you agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.
- 1.3 NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR TO RECEIVE A REWARD.
- 1.4 This Promotion is governed by U.S. law and is subject to all federal, state, and local laws and regulations. Void outside of the United States, in those states specified above, and wherever prohibited by law. Any and all other costs, fees, taxes and expenses not explicitly stated herein as being awarded, are the sole responsibility of the prize recipient.

**2. PROMOTION PARTICIPATION.**

- 2.1 Go to the Web Site to review Promotion rules, instructions, and guidelines. To be eligible for the Promotions, you must be an existing member of the Call of Duty Community, or join the Call of Duty Community by creating an account. To do so, you must click on the "Register Now" link on the Site and provide the following information: Email Address, Username, Password, Name, Birth date, Gender, and Regional Location. You must also press submit indicating that you have read and accepted the Terms and Conditions, and Privacy Policy. You can end your participation in the Promotions at any time, and may delete your Call of Duty profile and account by using the account controls of the Site.
- 2.2 Each week, Sponsor will randomly select 3 Promotion winners from all eligible entries received during the Promotion Period. Sponsor's decisions as to the administration and operation of each Promotion and the selection of the potential winners are final and binding in all matters related to the Promotions.

**3. PRIZES**

Each weekly Promotion winner will receive, at Sponsor's discretion, one of the prizes listed below:

- Call of Duty: Black Ops Prestige Collector's Edition (Approximate Retail Value "ARV" - \$149)
- Call of Duty: Black Ops Hardened Collector's Edition (ARV - \$79)
- Call of Duty: Black Ops T-Shirt (ARV - \$10)
- Call of Duty: Black Ops Hoodie (ARV - \$20)

#### **4. WINNERS**

The Promotion winners will be notified by Intel posts on the Web Site, announcements on the Call of Duty: Black Ops Facebook page, and via JD\_2020's Call of Duty: Black Ops Twitter account. The winners will have seventy-two (72) hours from the moment such notification is issued to respond to such notification by following the instructions provided therein. If a winner timely responds to such notification, he/she may then be sent an affidavit of eligibility and liability/publicity release by email, and must complete, sign and return all required documentation within forty-eight (48) hours of issuance. If the winner does not reply to the notification within seventy-two (72) hours of its issuance or does not return the signed documents within forty-eight (48) hours of their issuance (if applicable), he/she is ineligible, or he/she cannot or does not comply with these official rules (including, if applicable, traveling on dates specified by Sponsor), he/she will be disqualified, the prize will be forfeited, and an alternate winner may be selected, at Sponsor's discretion. In the event of noncompliance with either the rules or any of these time periods, an alternate winner will be selected as set forth above. By entering this Promotion and/or accepting the prize, all entrants consent to the use of their names, voices, pictures or other likeness for advertising, promotional and other purposes as determined by Sponsor and its designees without further approval or compensation (including on Sponsor's web site). Sponsor has the right to revise dates and procedures mentioned in these rules. Limit one (1) prize per person/per household, per week.

#### **5. PRIZE RESTRICTIONS**

Prizes are non-transferable, and no substitutions are allowed except by Sponsor, who reserves the right to award a prize of equal or greater value, should the prize become unavailable for any reason. Any and all other costs, fees, taxes and expenses not explicitly stated herein as being awarded, are the sole responsibility of the prize recipient. By accepting a prize, each winner consents to Sponsor's use of his/her name or likeness for advertising/publicity purposes without further consideration, except where prohibited by law.

#### **6. GENERAL**

All Promotion participants, by entering, agree to release and hold harmless Sponsor and Official Parties from and against any and all liability for injuries and/or damages sustained in connection with this Promotion (including any travel or activity related thereto) or related to participation in the Promotion. All decisions of the Sponsor on all matters relating to this Promotion are final. Prize cannot be exchanged, redeemed for cash or transferred and there are no substitutions. If, for reasons beyond the Sponsor's control, the Promotion is not capable of running as originally planned, the Sponsor, at its sole discretion, reserves the right to cancel or modify the Promotion. Sponsor will not be responsible for lost, late, misdirected, damaged, or postage due mail, or for Internet, computer hardware and software, phone, and other technical errors, malfunctions, and delays. IN NO EVENT WILL THE OFFICIAL PARTIES 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 THE SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SITE.

#### **7. CHEATING**

Promotion participants agree not to knowingly damage or cause interruption of the Promotion and/or prevent others from utilizing the Promotion. CAUTION: ANY ATTEMPT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PROMOTIONANTS MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. This Promotion and these Official Rules are governed, construed and interpreted under the laws of the state of California and any or all claims pursuant to these shall be brought in the courts of the state of California. Any provision of these rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these rules will remain in effect.

**8. WINNER'S LIST**

For a list of the winners, send a self-addressed, stamped envelope to: Call of Duty: Black Ops Pre-Launch Weekly Giveaways Promotion Winner's List, c/o 2Advanced Studios, USA, 21 Brookline, Aliso Viejo, CA., 92656.

**9. SPONSOR**

Activision Publishing, Inc., 3100 Ocean Park Blvd., Santa Monica, CA 90405.