

OFFICIAL RULES: TONY HAWK'S PRO SKATER 1 + 2 CREATE-A-DECK CONTEST

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. **CONTEST TERM AND DEADLINES:** The "TONY HAWK'S PRO-SKATER 1 + 2 CREATE-A-DECK CONTEST" (the "**Contest**") begins September 14, 2020 at 10 a.m. Pacific Daylight Time ("**PDT**") and ends September 28, 2020 at 11:59 p.m. PDT ("**Contest Period**"). All entries received after the end of the Contest Period will be ineligible to win a prize. Sponsor reserves the right to extend the Contest Period without notice to entrants in its sole discretion.

2. **ELIGIBILITY:** The Contest 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), who are 18 years of age or older or the age of majority in their jurisdiction, whichever is greater, at the time of entry. Contest is void in Puerto Rico and other U.S. territories and possessions and where prohibited or restricted by law. Employees, officers, directors, representatives and agents 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 "**Contest 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 Contest. 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 Contest.

3. **HOW TO ENTER:** To enter the Contest, during the Contest Period entrants must submit a drawing of their own original custom designed skateboard deck ("**Drawing(s)**") by one of the below methods. Such Drawings may be submitted directly to Activision via: (1) an e-mail to tonyhawkthegame@activision.com with "THPS Create-A-Deck Contest" in the subject line and solely in .JPEG format; or (2) via Twitter, Instagram, or Facebook by tweeting or posting (as applicable) the Drawing on entrants' Twitter, Instagram, or Facebook account and using the hashtag: "#THPScreateadeck" ("**Entry**"). Entrants entering into the Contest via method (2) (i.e. social media) must have their applicable social media account set to "public," as applicable, for Sponsor to be able to view the Entry. Limit of one (1) entry per person/email address/household regardless of method of entry. Proof of submission is not proof of receipt. Sponsor is not responsible for any charges wireless service provider may charge entrant. Any attempt at any other method of Entry is void. Any attempt by any person to obtain more than the stated number of Entries by using multiple/different 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 the

terms of use for Twitter, Instagram, or Facebook (as applicable), not contain content that is unlawful or inconsistent with Sponsor, the *Tony Hawk's Pro Skater 1 + 2* game or its brand image. Entries cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially-dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and (g) cannot itself, be in violation of any law. By submitting an Entry you warrant and represent that it: (a) is your original work; (b) has not been previously published; (c) has not received previous awards; (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from any third party whose name or likeness or other proprietary right is used in the entry, if any; and (f) that publication of the entry via various media including Web posting, will not infringe on the rights of any third party. Sponsor may disqualify any Entry at its sole discretion. By entering, you acknowledge that your Entry (including, without limitation your Drawing) may be posted on the Sponsor's web site and Sponsor's social media channels and be included in the *Tony Hawk's Pro Skater 1 + 2* game, with no compensation to you, in the sole discretion of Sponsor. Sponsor does not have any obligation to post or use any Entry you submit. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries (including, without limitation the Drawings) in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose. You hereby grant to Sponsor a fully paid up, worldwide, perpetual license in any and all media for such use. Sponsor reserves the right to amend and/or modify these Official Rules in its sole discretion without notice to entrant.

4. CONTEST JUDGING: The Drawings will be judged by developers and artists from Vicarious Visions, whose decisions are final and binding in all matters relating to the judging of this Contest. Entries will be judged on the following criteria:

- 50% originality
- 50% creativity

The Three (3) eligible Drawings receiving the highest cumulative scores for all criteria awarded by the judges will be deemed winners. In case of a tie, tied Drawings will be broken by which Drawing has the highest score for creativity of submission.

5. **WINNER NOTIFICATION:** Within thirty (30) days of the conclusion of the Contest Period, Sponsor shall endeavor to notify the potential winners by email (email used to submit the Entry) or via direct message on the social media account used to submit your Entry to obtain contact details. Potential winners will be subject to compliance with these Official Rules and will be subject to verification of the Entrant's eligibility. In addition, potential winners will be required to sign a liability/publicity release and other documents as requested by Sponsor. Winner notification not acknowledged by potential winners within seventy-two (72) hours after outreach from Sponsor may be forfeited at Sponsor's discretion and awarded to an alternate entrant selected by Sponsor. Any prizes not claimed by alternate potential winners within seventy-two (72) hours after outreach from Sponsor shall be considered forfeited.

6. **PRIZES:** Three (3) winners ("**Winners**") will be chosen from all eligible Entries received during the Contest Period. Each Winner will receive a free copy of the game (approximate retail value of the game ("**ARV**") = \$39.99). Total ARV of all prizes = \$119.97. In addition, Winners may (at Sponsor's sole discretion) have their Drawings (i.e. the designs) featured on skateboard deck(s) within the *Tony Hawk's Pro Skater 1 + 2* game. Sponsor reserves the right, in its sole discretion to substitute the prize (or a portion thereof) with another prize of comparable or greater value. All prize details of the prize are at Sponsor's sole discretion. Allow eight (8) to ten (10) weeks after winner notification (or longer, in case of manufacturing issues) for delivery of prize. A Drawing appearing in game may differ in appearance from the Drawing appearing or described in the winning Entry due to technical limitations. All aspect of placement and appearance of any Drawings in the *Tony Hawk's Pro Skater 1 + 2* game are in Sponsor's sole discretion.

7. **CONDITIONS OF PARTICIPATION:** Entrants agree (a) that the Contest Entities, Twitter, Instagram, and Facebook 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 Contest or any Contest 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, and Entry for advertising, trade and/or publicity purposes without additional compensation in any and all media (including, online) now known or hereafter discovered, worldwide, in perpetuity, in any manner, without notice, review or approval. The Activision Online Privacy Policy (<https://www.activision.com/legal/privacy-policy>) will apply to all personal information collected as a result of this Contest.

8. **LIMITATIONS ON LIABILITY:** Contest Entities are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen Entries; 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 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 Contest, the processing of Entries, the announcement of the Prizes or in any Contest-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 Contest, as solely determined by the Sponsor, will be disqualified (and all associated 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 Contest 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 Contest. Should any portion of the Contest 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, Sponsor reserves the right at its sole discretion to suspend or terminate the Contest, 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.

9. IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST 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.

12. CHOICE OF LAW: Any and all legal actions or claims arising in connection with this Contest 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 Contest 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 Contest and all aspects related thereto.

13. WINNERS' LIST: To obtain a Winners' List, send a self-addressed stamped envelope in a separate, first class stamped envelope to: Tony Hawk's Pro-Skater 1 + 2 Create-A-Deck Contest, 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 Contest.

14. SPONSOR: Activision Publishing, Inc. 3100 Ocean Park Blvd., Santa Monica, CA 90405. Instagram, Twitter and/or Facebook are not sponsors of, or affiliated with this Contest.

[DOWNLOAD CREATE-A-DECK TEMPLATE HERE](#)