

**PAX East – 2k Games® XP Prize Tower Sweepstakes**  
**(the “Sweepstakes”)**  
**Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

This Sweepstakes is being held in connection with PAX East 2020 at the Boston Convention Center in Boston, MA, taking place from February 27, 2020 through March 1, 2020 (the “Event”).

**1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at 10:00 AM (ET) on Thursday, February 27, 2020 and ends at 5:00 PM (ET) on March 1, 2020 (the “Sweepstakes Period”).

**2. HOW TO ENTER:** Each person who (i) enters the Sweepstakes and (ii) meets the eligibility requirements as described in Section 6 herein shall be referred to as a “Participant”. There will be one (1) prize station (the “Station”) in total located at the Event, located at “Level 0” (Expo Floor near Arena) of the Boston Convention Center. During the Sweepstakes Period, eligible Participants may enter the Sweepstakes by (i) scanning an activated Event badge at a Station or (ii) following the instructions for alternative means of entry as described below.

As an alternate means of entry, eligible Participants may send a 3” by 5” postcard, postmarked by no later than February 29, 2020 and received by Sponsor by no later than March 1, 2020, with such Participant’s name and email address to: PAX East - 2K Games XP Prize Tower Sweepstakes, Reed Exhibitions Attn: Mary Zalewa, 201 Merritt 7, Norwalk, CT 06851.

Limit one entry per Participant, per Event badge. Multiple entries from the same Participant are not permitted. Entries by the same Participant in excess of the limits stated herein will be disqualified. Entering or attempting to enter the Sweepstakes multiple times through (i) the use of any robotic or automated devices to submit entries; (ii) with the use of duplicate Event badges, or (iii) the use of multiple email accounts and/or Event badges for a single individual, are prohibited and will be deemed void and disqualified.

All entries must be received during the Sweepstakes Period. Eastern Time shall control for all purposes of this Sweepstakes. Sponsor's clock shall be the official timekeeper for the Sweepstakes. All entries become the property of Sponsor and will not be acknowledged or returned. Incomplete entries will be considered invalid and ineligible to win. Sponsor is not responsible for lost, misdirected, illegible, mistranscribed or late entries. Proof of sending or mailing of mail-in entries will not be deemed to be proof of receipt by Sponsor. Any entry containing material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor in its sole discretion, will be rejected as ineligible.

In the event of a dispute over the identity of a Participant, an entry will be deemed submitted by the authorized account holder of the email address associated with the email account associated with the Event badge from which the entry was submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to the account by the applicable online service provider or organization.

**3. PRIZES:** A total of ten thousand fifteen (10,015) prizes will be awarded as “instant win” prizes (each, a “Prize” and, collectively, the “Prizes”) with the specific details and estimated retail values as described on the Prize Chart attached hereto and incorporated by reference. Limit one Prize per Participant/household.

Prizes do not include any travel expenses, personal expenses, or any other costs not specifically described in these Official Rules as included in the Prize and will be the responsibility of the winner. All expenses on receipt and use of Prizes and any applicable taxes on the Prizes are the sole responsibility of the winner. By participating in the Sweepstakes, each Participant acknowledges that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prizes.

Prizes are nontransferable or assignable until a winner has complied with all of their obligations under these Official Rules. No substitutions may be made for any Prize (or portion of a Prize), except that, in the event that any Prize (or portion of a Prize) becomes unavailable for any reason whatsoever or becomes unreasonably difficult to fulfill, Sponsor reserves the right to substitute such Prize (or portion of a Prize) for one of equal or greater value. If any winner is unable or unwilling

to accept or participate in any part of a Prize, that portion of the Prize will be deemed as forfeited by such winner and no substitution will be made except at Sponsor's sole discretion. Failure to take delivery of any Prize may result in forfeiture, and such Prize being awarded to an alternate winner. Any portion of a Prize unclaimed or unused by a winner will be forfeited and will not be substituted. Cash redemptions for Prizes shall not be allowed, except at Sponsor's sole discretion.

Any Prizes that may be depicted in advertising, promotional, or other Sweepstakes materials are for illustrative purposes only. The actual Prize may vary. In the event there is a discrepancy or inconsistency between the description of a Prize contained in any promotional materials and the description of a Prize contained in these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

**4. WINNER SELECTION:** A total of ten thousand fifteen (10,015) winners will be selected by Sponsor via an automated random selection system, with approximately two thousand five hundred (2,500) winners selected on each day of the Sweepstakes Period. The winner selection will be conducted by Sponsor, whose decisions are final and binding on all matters relating to this Sweepstakes. Odds of winning are dependent upon the total number of eligible entries received. For each "instant win" Prize, Sponsor will attempt to notify the potential winner instantly on the screen of the Station and such winners may pick-up their instant win Prize from Event staff as directed by the instructions provided by the Station but each such winner must claim their Prize before the end of the Event. A redemption ticket for the Prize may be provided instead of the actual Prize. After claiming the Prize, each potential winner will receive instructions on redeeming their Prize. Sponsor reserves the right, in its sole discretion, to not select a winner(s) if an insufficient number of eligible, complete, appropriate or generally qualified entries are received.

Each potential winner may be required, in Sponsor's discretion, to execute and return an Affidavit of Eligibility, a Release of Liability, a Publicity Release, required payment information or tax forms, and/or proof of identification and eligibility (collectively, the "Winner Forms"), each as requested by Sponsor. If a Participant fails or refuses to sign and return all of the Winner Forms provided by Sponsor within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Participant may be disqualified resulting in forfeiture of the Prize, and Sponsor reserves the right, but not the obligation, to select an alternate winner.

In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner Forms are returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the time periods stated herein, (d) a potential winner is found to be ineligible to enter the Sweepstakes or receive the Prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to claim the Prize or fulfill the Winner Forms obligations within the time period designated by Sponsor, then such potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible Participants. and Sponsor shall have no further liability or responsibility to such potential winner in connection with the Prizes.

**5. GENERAL RULES:** The Sweepstakes is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. The Sweepstakes is void where prohibited. By entering the Sweepstakes, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules, all of the representations, warranties and agreements contained herein, and all of the decisions that Sponsor makes in connection with the Sweepstakes, including, without limitation, all decisions regarding the interpretation and implementation of these Official Rules and the administration of the Sweepstakes. All such decisions made by Sponsor shall be final and binding in all respects and not subject to challenge or appeal. Sponsor reserves the exclusive right to address and resolve any aspects of the Sweepstakes or incidents that affect the Sweepstakes that may not be expressly outlined in these Official Rules, and any such decisions shall be final and binding and not subject to challenge or appeal. Except as otherwise expressly set forth herein, all of Sponsor's rights pursuant to these Official Rules relate to and are exercisable against all Participants as a whole and against each individual Participant.

If there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control. Neither

the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

The invalidity or unenforceability of any provision in these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**6. ELIGIBILITY:** This Sweepstakes is open only to Participants who, at the time of entry, are (i) legal residents of the 50 United States or the District of Columbia; (ii) at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is greater; (iii) the holder of a valid, registered and activated badge (or ticket, wristband or other authorized means of entry) to the Event; and (iv) in attendance at the Event during the Sweepstakes Period. All Participants must be able to provide proof of identification and eligibility if requested by Sponsor.

Employees of RELX Inc., 2k Games, Inc., Gearbox Software LLC and each of their respective parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of all such individuals, are not eligible to enter or win. Registered exhibitors at the Event, and their immediate family and household members, are not eligible to enter or win.

In the event that any Participant is determined to be ineligible at any time and for any reason, Sponsor reserves the right to disqualify such Participant from the Sweepstakes immediately and any such ineligible Participant acknowledges that they forfeit any Prizes or rights to same.

Each Participant is solely responsible for obtaining their own badge (or ticket, wristband or other authorized means of entry) to the Event and are solely responsible for all travel costs, travel documentation, accommodations, and other incidentals or expenses needed to be present at the Event and to participate in the Sweepstakes. All such costs shall be borne solely by the Participant, and Sponsor will not be held liable for any costs associated with Participant's participation in the Sweepstakes.

**7. USE OF DATA:** Each Participant's information will be collected and used by Sponsor in accordance with the privacy policy posted on <https://privacy.reedexpo.com/en-us.html> (the "Privacy Policy") which is incorporated herein by this reference. By entering the Sweepstakes, each Participant agrees and acknowledges that he or she has read, understood and agrees to be bound by (i) these Official Rules; and (ii) the Privacy Policy, as may be amended by Sponsor. All Participants are expected to review the Privacy Policy carefully before participating in the Sweepstakes and each Participant acknowledges that, in the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control. In addition, Sponsor may engage third party entities to administer certain aspects of the Sweepstakes, including without limitation, the collection of Participant information. Notwithstanding anything to the contrary in the Privacy Policy, Sponsor may share Participant's information with third party entities to the extent needed to perform their duties and functions in connection with the Sweepstakes or otherwise in accordance with their own independent privacy practices.

**8. PUBLICITY:** Except where legally prohibited, a winner's acceptance of a Prize constitutes such winner's grant of permission (and agreement to confirm such grant in writing) for the Released Parties to use such winner's name, voice, likeness, photograph, video, testimonials, biographical information, and/or statements made by winner in all media now known or hereafter discovered, worldwide without additional notice, approval, or compensation and in perpetuity. Each winner's name may be included in a publicly available winners list.

**9. LIMITATION ON LIABILITY; FORCE MAJEURE:** Each Participant agrees that Sponsor shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the

following: (a) incomplete, inaccurate, lost, late, misdirected or illegible entries, winner notifications, Prize claims, or Winner Forms or the failure to receive same due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Participant, Sponsor, or otherwise, that may prevent or limit any Participant's ability to participate in the Sweepstakes or send or receive messages requiring action or response by such Participant; (b) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Sweepstakes; (c) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Participant or Participant's property resulting from participation in the Sweepstakes; (d) the awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or participation in any Prize related activities or any inability of any winner to accept a Prize for any reason; (e) any Participants who do not comply with or who violate the Official Rules or who have committed fraud or deception in participating in the Sweepstakes or in claiming a Prize; or (f) any delays or disruptions as a result of a Force Majeure (as defined herein).

Sponsor reserves the right to modify, suspend, extend or terminate the Sweepstakes or any part thereof if Sponsor determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity or feasibility of the Sweepstakes or any portion thereof as contemplated herein. In the event Sponsor is prevented from continuing with the Sweepstakes or awarding any Prizes by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes at its sole discretion or to select a winner from entries received prior to such Force Majeure or as otherwise deemed fair and appropriate by Sponsor.

Although Sponsor shall attempt to ensure the integrity of the Sweepstakes, Sponsor is not responsible for the actions of Participants in connection with the Sweepstakes, including any Participant's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any Participant and/or revoke any Prize award to any Participant Sponsor finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes through the use of any robotic or automated devices to submit entries.

**10. LIST OF WINNERS:** To obtain a copy of any legally-required list of winners, please send a properly stamped, self-addressed envelope to: PAX East - 2K Games XP Prize Tower Sweepstakes, 201 Merritt 7, Norwalk, CT 06851, Attn: Mary Zalewa. All such requests must be received within ninety (90) days after the end of the Sweepstakes.

**11. RELEASE OF LIABILITY; GOVERNING LAW; DISPUTES:** Each Participant knowingly consents to participate in the Sweepstakes under their own free will and without duress or undue influence of any third party. By entering and/or otherwise participating in the Sweepstakes, each Participant, on behalf of themselves and their heirs, assumes all risk incidental to participation in the Sweepstakes and hereby waives, releases, discharges, and agrees to hold harmless the Sponsor, 2k Games, Inc., Gearbox Software, LLC, and each of their respective parents, subsidiaries, affiliates, divisions and partners, the owners of the venue where the Event is being held, the city in which the Event is being held if the city owns the Venue, and each of their respective representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from and against any and all actual or potential, known or unknown, claims, demands, causes of action, costs, losses, injuries, expenses, liabilities or damages of any kind or nature whatsoever, including without limitation mental and/or physical injuries or death and/or damages to or loss of personal property, which may occur in whole or in part, directly or indirectly, in connection with preparation for, or participation in, the Sweepstakes; or possession, acceptance and/or use or misuse of the Prize; or participation in any Sweepstakes-related or Prize-related activity; or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise

delivery. The Released Parties assume no responsibility or liability for any damages, losses, or injury to any Participant or to any Participant's property, regardless of how caused, relating to or resulting from the Sweepstakes and/or the acceptance or use of any Prize.

ALL PARTICIPANTS ACKNOWLEDGE THAT SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE PRIVACY POLICY, SPONSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE OPERATION OF THE SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION RELATIVE TO THE SWEEPSTAKES AND/OR TO THE PRIZE(S). ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

Except where prohibited, by participating in this Sweepstakes each Participant 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 and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York and hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non convenient or lack of personal jurisdiction that they may have; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no indirect, punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

**12. TAXES:** All applicable federal, state, provincial, territorial, and local taxes of all applicable jurisdictions, as well as any transaction fees or other expenses not specified herein, are winner's sole responsibility. An IRS 1099-MISC may be issued to each winner reflecting the actual value of any Prizes received. PLEASE NOTE, THE WINNER MAY INCUR A TAX LIABILITY. Participants should consult a tax professional to determine their tax liability; Sponsor is not able allowed to give tax advice.

**13. SPONSOR:** The "Sponsor" of this promotion is Reed Exhibitions, a division of RELX Inc. (201 Merritt 7 Corporate Park, Norwalk, CT 06851). Neither 2k Games, Inc. nor Gearbox Software, LLC are a sponsor, endorser, or administrator of this Sweepstakes, and neither 2k Games, Inc. nor Gearbox Software are affiliated with this Sweepstakes in any way, except for providing some or all of the Prizes. By participating in this Sweepstakes, Participant hereby releases and holds harmless both 2k Games, Inc. and Gearbox Software, LLC from any and all liability associated with this Sweepstakes. Any third-party trademarks mentioned herein are the property of their respective trademark owners.

**PRIZE CHART:**

<b>Prize Chart</b>		
<b>Product</b>	<b>Value</b>	<b>Quantity</b>
Borderlands Masks + Posters	\$50	3,995
Borderlands Backpack Bags	\$25	6,000
Collector's Edition Box	\$250	20
Totals		10,015