

Handsome Jack's Loot Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

The Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia.

1. Eligibility. Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years old and the age of majority in their state of residence as of date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of 2K Games, Inc. ("Sponsor"), Gearbox Software and Iperion LLC ("Gearbox"), and their respective parent companies, subsidiaries, affiliates, partners, retailers, advertising and promotion agencies, and manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Only individuals can enter. Entries from teams, companies or groups are not permitted. Sponsor reserves the right to disqualify any entry, for whatever reason, including, but not limited to, a perceived or actual conflict of interest. All federal, state and local laws and regulations apply.

2. Start/End Dates. Entry period begins at 10:00:00 AM PT on April 15, 2015 and ends at 10:00:00 PM PT on May 4, 2015 ("Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

3. How to Enter.

To enter the Contest, read the Official Rules and:

1. Create a video which should be no longer than 1 minute and 30 seconds in length, demonstrating what you would do to earn Handsome Jack's loot. Show off your Borderlands® collection, act out your favorite scene in the game, show us your epic creation that would make Handsome Jack shed tears of joy. To be eligible, Videos must follow Submission Guidelines and Content Restrictions listed in Section 4.
2. At the beginning of your Video identify your Twitter handle by holding up a sign with your Twitter handle written on it, or say your Twitter handle out loud to the camera to verify you are the owner of the account.
3. Upload your Video to any of the following platforms: YouTube, Vine, or Instagram in accordance with the following instructions:

- Log into your YouTube, Vine or Instagram account and upload your Video to your respective account. See individual platform guidelines for specific instructions on how to upload Video.
- Log into your Twitter account, follow the instructions to become a follower of Sponsor's page on Twitter, located at **@Borderlands** ("Sponsor's Twitter Page"), post a tweet with a link to your Video from either YouTube, Vine or Instagram, and include the hashtags #JackLoot and #Contest. Your tweet must include the hashtags #JackLoot and #Contest.
- You must have a Twitter account to enter this Contest and you must be an active holder of a non-private Twitter account (i.e., you must make sure your tweets are set to "public" and not "private") and be a follower of **@Borderlands**. If you do not have a Twitter account, you can create one by visiting www.twitter.com. Twitter accounts are free.
- You must also have one of the following additional accounts to enter the Contest: YouTube, Vine or Instagram. You must make sure that your account settings are not Private and are Public. For example, for Instagram, ensure that your "Photos Are Private" option in your account settings is set to "OFF".

If you choose to enter via YouTube, Vine, Instagram, or Twitter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, Videos, tweets, and posts shall be collectively referred to herein as the "Submissions" or each as a "Submission." All Submissions must comply with the Guidelines and Restrictions (as defined below), as determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to his/her Submission: (a) entrant is the sole and exclusive owner of all aspects of the Submission, apart from any of Sponsor's and Gearbox's intellectual property, including copyrights, trademarks, names, logos, designs, artwork, publicity rights and characters (collectively, "IP"), which may only be used pursuant to the limited license described more fully herein; (b) apart from any included IP, the Submission is entrant's own creation; (c) the Submission will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right and will not include the name, photo, or likeness of any third parties; (d) the Submission complies with the Guidelines and Restrictions (defined below); and (e) the Submission has not been submitted

previously in a promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.

Limit one (1) Submission per person. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Twitter.com, YouTube.com, Vine.com and Instagram.com apply. Multiple entrants are not permitted to share the same Twitter, YouTube, Vine or Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter, YouTube, Vine or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter, YouTube, Vine or Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

4. Submission Guidelines and Content Restrictions: By entering the Contest, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must consist of one (1) Video, no longer than 1 minute and 30 seconds in length, featuring entrant making his/her case as to why entrant should be selected to win Handsome Jack's Loot.
- At the beginning of the Video Entrant must identify their Twitter handle by holding up a sign with their Twitter handle written on it, or saying their Twitter handle aloud to the camera to verify they are the owner of the account.
- Submissions must be uploaded via YouTube, Vine, or Instagram, and then a link to the Submission must be tweeted on Twitter, and the tweet must include the hashtags #JackLoot and #Contest.
- Submissions must be in English.
- The Submission cannot have been submitted previously in a promotion of any kind, won any award or been exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor, any other person or party;
- The Submission must not contain brand names or trademarks of any entity other than the Sponsor IP, which entrant has a limited license to use for the sole purpose of creating a Submission in this Contest;
- The Submission must not contain footage, images or artwork not created by entrant or owned by Sponsor;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- The Submission must comply with Twitter, and (as applicable) YouTube, Vine and Instagram terms and conditions. YouTube Submissions must comply with YouTube's [Terms of Service](#), <https://www.youtube.com/static?gl=US&template=terms> and [Community Guidelines](#), https://www.youtube.com/t/community_guideline, or will be subject to disqualification .

Entrants acknowledge that other entrants may have used ideas and/or concepts in their Submission that may have similarities to ideas or concepts included in entrant's Submission, and entrants understand and agree that they shall not in any way be entitled to any compensation because of any such similarities. Sponsor's decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

5. License: Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, any and all Internet media, including Sponsor's web sites and social media platforms, for any purpose whatsoever, including for promotional, advertising or marketing purposes.

6. Sponsor IP. Sponsor grants eligible entrants a limited, revocable, non-sublicensable, license to use IP for the sole purpose of creating and submitting the Submission for review and assessment in this Contest. Entrants are not permitted to make any further use of IP for any purpose whatsoever. In addition, entrants recognize that all right, title, and interest in IP as well as all derivative works created using IP shall vest exclusively to the Sponsor or Gearbox (as applicable), and entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that IP rights are

valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of IP in any forum. Entrants agree that the use of IP is permitted only for the purpose of making a Submission for entry in this Contest, and that any use of IP (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and/or Gearbox and will result in irreparable harm to Sponsor and/or Gearbox.

7. Independently Developed Submissions. Each entrant understands and agrees that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with entrant, nor will it entitle entrant to any compensation of any kind. Each entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without obligation to entrant, including, but not limited to, if Sponsor has or has determined that it has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

8. Winners Round/Judging Panel. On or about May 5th, 2015, Sponsor or its designated judges, as determined by Sponsor in its sole and absolute discretion, shall review all eligible Submissions. Sponsor will select one (1) winner. The judging panel will judge the Submissions based on the following equally-weighted judging criteria ("Judging Panel Criteria"): (a) creativity, (b) entertainment quality, and (c) enthusiasm for the Borderlands franchise. Subject to verification and compliance with these Official Rules, the highest scoring Submission shall be selected as the winner. In the event of a tie, all tied entries will be re-judged by an additional judge selected by Sponsor who will break the tie using the Judging Panel Criteria. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

8. Prizes. One (1) winner will receive the grand prize consisting of the Handsome Jack Golden Couch Set. The Handsome Jack Golden Couch Set includes one (1) loveseat, two (2) chairs, one (1) loot chest coffee table, one (1) golden handcrafted psycho mask, one (1) golden handcrafted psycho bandit mask, one (1) Claptrap mini-fridge, one (1) Xbox One console, and four (4) Xbox One controllers. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize or part of prize, Sponsor reserves the right to substitute a prize of equal or greater value. (Approximate Retail Value ("ARV"): \$23,089.95 USD). All taxes and unspecified expenses are the responsibility of winners. Prize includes delivery to a single location within the 50 U.S./D.C. which may not be available in all locations. Limit one (1) prize per person or household. Any difference between stated approximate retail value and actual value of Prize will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion.

ALL ENTRANTS ACKNOWLEDGE AND AGREE THAT SPONSOR SHALL HAVE NO OBLIGATION TO POST, DISPLAY, OR OTHERWISE USE ANY

SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WINNING SUBMISSION(S). FOR SAKE OF CLARITY, ENTRANTS UNDERSTAND AND AGREE THAT EVEN IF ENTRANT IS A WINNING SUBMISSION SPONSOR IS UNDER NO OBLIGATION TO USE THE WINNING SUBMISSION FOR ANY PURPOSE WHATSOEVER. HOWEVER, SPONSOR WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, AS DETERMINED BY IT IN ITS SOLE AND ABSOLUTE DISCRETION, TO USE THE WINNING SUBMISSION. IF ANY SUBMISSION IS USED BY SPONSOR, INCLUDING THE WINNING SUBMISSIONS, ENTRANTS WILL NOT RECEIVE ANY COMMISSION ON ANY PRODUCTS OR MERCHANDISE WITH SUCH ENTRANT'S SUBMISSION (IF APPLICABLE).

9. Notification. On or about May 11, 2015, the potential winner will be notified via a reply or retweet to their Submission and/or a Direct Message (note: in order to receive such Direct Message, potential winner has to (a) be following @Borderlands and (b) may have to have his/her Tweet Privacy settings "unchecked") via their Twitter account. Potential winner will be required to email Sponsor within three (3) calendar days in order to claim prize. Potential winner will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within ten (10) days of prize notification. If any potential winner cannot be contacted or does not contact Sponsor within three (3) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

10. Conditions. Sponsor shall not be liable or responsible in the event any entrant or winner's Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state and country), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, Gearbox, Twitter, YouTube, Instagram and Vine and their respective partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of

action. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

11. Additional Terms. Any attempted form of entry other than as set forth in Section 3 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF ANY WEBSITES ASSOCIATED WITH THIS CONTEST AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS

OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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 ENTRANT. CHECK ENTRANT'S LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

13. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

14. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.take2games.com/privacy. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

15. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by May 25, 2015 to: Borderland's Couch Contest Winner's List Request, 2K Games, Inc., 10 Hamilton Landing, Novato, CA 94949 United States.

16. Sponsor. 2K Games, Inc., a wholly owned subsidiary of the United States company Take-Two Interactive Software, Inc. The Sponsor's address is 2K Games, Inc., 10 Hamilton Landing, Novato, CA 94949 United States.

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