Blade & Soul
5th Anniversary Battle Station Sweepstakes
Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE’S CHANCES OF WINNING. THE SELECTION OF THE WINNERS WILL BE MADE AMONG ALL ELIGIBLE ENTRIES.

1. **Eligibility:** Except where prohibited by law, the Blade & Soul 5th Anniversary Battle Station Sweepstakes ("Sweepstakes") is open to legal residents of Austria, Canada (excluding the Province of Quebec), Finland, France, Germany, New Zealand, Norway, Switzerland, the United Kingdom (England, Scotland, Wales and Northern Ireland) and the United States (including the District of Columbia and Puerto Rico), who possess a valid form of identification, are the age of majority or older (18 years of age in most jurisdictions), and have a valid NCSoft account in good standing as of the date of entry and through to the date of prize delivery. Persons identified as "Blocked Persons" or persons subject to applicable sanctions prohibitions, including, without limitation, those persons listed on the U.S. Department of Treasury Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, are not eligible to participate in the Promotion. Employees, contractors, directors, and officers of NC Interactive, LLC ("Sponsor") and its corporate affiliate companies, distributors and licensees, advertising or promotion agencies, and their immediate family members (parent, child, sibling, and spouse of each), and those living in the same household of each are not eligible to enter or win. All applicable federal, national, state, provincial, municipal, and local laws and regulations apply. Void where prohibited by law. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Sweepstakes ("Official Rules") available at https://www.bladeandsoul.com/en/game/5th-anniversary/, the official anniversary event website ("Anniversary Website") of Blade & Soul (the "Game"). Noncompliance with any of the eligibility requirements or conditions of participation will result in disqualification.

2. **Entry Period:** The Sweepstakes begins when the Anniversary Website goes live on or around 11:00 a.m. Pacific Standard Time (PST) on January 13, 2021 and ends at 11:59 p.m. PST on January 27, 2021. The Sweepstakes (the "Entry Period"). Sponsor’s clock will be the official timekeeper of this Sweepstakes.

3. **Entry Method:** To enter the Sweepstakes, a participant must and complete a valid registration on the Anniversary Website during the Entry Period ("Registration Entry Method"). Any eligible participant who completes the Registration Entry Method will be entered into the Sweepstakes. Completing the Registration Entry Method constitutes one entry into the Sweepstakes and the entrant’s consent to and agreement with these Official Rules. LIMIT OF ONE ENTRY USING THE REGISTRATION ENTRY METHOD PER PERSON PER ENTRY PERIOD.

After an entrant has completed the Registration Entry Method, the entrant may receive up to one additional entry per day by logging into and playing the Game at least once per day for the remainder of the Entry Period ("Post-Registration Extra Entry Method"). LIMIT OF ONE ADDITIONAL ENTRY USING THE POST-REGISTRATION EXTRA ENTRY METHOD PER PERSON PER DAY PER ENTRY PERIOD.

4. **Additional Entry Conditions:** Subsequent entries by the same entrant over the limits described above are invalid and will be disqualified. Entries made with multiple e-mail addresses, multiple accounts, under multiple identities, or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. All entries must be received during the Entry Period. Any entry received before or after an Entry Period is void. In the event of a dispute over the identity of the entrant, the entry will be deemed submitted by the authorized account holder of the account used to complete the entry at the time of entry into the Sweepstakes.

5. **Random Selection of the Winner:** The Sweepstakes will have one grand prize winner (the “Winner”). The Sponsor will select the Winner at random from among all eligible entries on a worldwide basis in a random drawing on or around January 29, 2021. Odds of winning the Sweepstakes depend on the total number of eligible entries received during the Entry Period. The drawing will be conducted by Sponsor or its representatives, whose decisions are final and binding in all matters relating to the Sweepstakes. Sponsor’s determination of the Winner is binding and not subject to review or appeal.
6. **Winner Verification and Notification:** The Winner selected will be notified by a representative from Sponsor following the drawing via email to the email address associated with winning entry. Winners may be required to furnish additional information, which will be used by Sponsor for the sole purpose of administrating the Sweepstakes. For entrants residing in Canada, before being confirmed as the Winner, the selected entrant must correctly answer, unaided, a time limited mathematical skill-testing question administered by email or telephone. An entrant is not deemed a Winner of any prize, even if the winning notification should so indicate, unless and until (i) the entrant’s eligibility has been verified, (ii) all requirements to claim the Winner’s prize have been fulfilled, and (iii) the entrant has been notified that the acceptance and verification process is complete. Failure to timely respond to the notification or provide information requested, a return of the notification as undeliverable, or noncompliance with these Official Rules will result in such potential Winner being disqualified. Sponsor will have no further obligation to that potential Winner, and Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Sponsor is not responsible or liable for any failure by a potential Winner to accept the prize for any reason. Following the notification and verification of the Winner, the Winner will be publicly announced on the Game social media account(s) on or around February 1, 2021.

7. **Grand Prize and Approximate Retail Value (“ARV”) in US Dollars:**

The following grand prize will be awarded to the Winner (1 in total):

- Alienware Aurora R10 Ryzen Edition Desktop (White) – ARV $1,300.00
- Alienware AW2521HF 25” Gaming Monitor (Black) – ARV $509.99
- Alienware AW610M Wireless/Wired Mouse (Black) – ARV $99.99
- Alienware AW510H 7.1 Surround Sound Headset (Black) – ARV $99.99
- Alienware AW510K Mechanical Keyboard (Black) – ARV $159.00
- Karnox Legend Gaming Chair – ARB $389.00

The total ARV of the grand prize is $2,557.97.

8. **Prize Conditions:** The grand prize will be awarded to the individual who is the authorized account holder of the winning entry. If there is any restriction to receiving the prize in the country of the Winner, Sponsor may, at its discretion, provide an alternate prize. All federal, state, local, and other tax liabilities (including income and withholding taxes) and any other costs and expenses associated with prize acceptance and use are the sole responsibility of the Winner. The Winner may waive their right to receive a prize. The prize and all items in prize are non-transferable, non-exchangeable, non-refundable, and have no cash value. The prize may not be upgraded and no substitutions by the Winner will be allowed, except that Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value if the designated prize should be unavailable for any reason. Sponsor will not be responsible for any portion of a prize that may not be available due to any event beyond Sponsor’s control. The prize will be awarded “as is” with no warranty or guarantee, either express or implied, outside of manufacturer’s limited warranty, if any, and consist of only the item specifically listed. Warranties regarding the prize (if any) are subject to the manufacturer’s terms, and Winner agrees to look solely to such manufacturer for any such warranty. The ARV is based on the fair market value or cost of goods at the time the Official Rules were printed. The Winner is not entitled to any difference between the ARV stated herein and the actual value of the prize at the time the prize is awarded.

9. **Prize Delivery:** The prize will be mailed to the Winner at the physical mailing address specified by the Winner to Sponsor’s representative. The prize will be delivered within 6-8 weeks of confirmation, subject to availability.

10. **General Conditions, Disclaimers, and Licenses:**

(a) None of Sponsor, any of their corporate affiliate companies, or their affiliated advertising and promotional agencies, prize providers, or any of their officers, directors, employees, agents, or representatives (collectively, “Affiliates”) are responsible for claims, injuries, death, losses, or damages of any kind resulting from participation or inability to participate in the Sweepstakes, or the awarding, acceptance, use, misuse, possession, loss, or misdirection of a prize.

(b) Sponsor has the sole right to decide all matters relating to the Sweepstakes, including fact, interpretation, eligibility, procedure, fulfillment, and disputes. Sponsor may assign, delegate, subcontract, or
transfer any of its rights or obligations hereunder and may authorize any direct or indirect affiliate of Sponsor to act as Sponsor’s agent for purposes of these Official Rules, including fulfillment of prizes.

(c) Neither Sponsor nor the Affiliates are responsible for (a) any typographical or other errors in the printing of Sweepstakes materials or the offering or announcement of the prizes, (b) incorrect or inaccurate entry information, human error or technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any computer equipment or software, or any combination thereof, (c) failure of any entry to be received by Sponsor due to technical problems, human error, or traffic congestion on the Internet or at any website, (d) communications line or hardware and/or software failures, or (e) damage to any computer (software or hardware) resulting from participation in the Sweepstakes. Entrants understand and acknowledge that such circumstances may cause delay of or changes to the Sweepstakes, including modification to dates, times, or prizes.

(d) Although Sponsor attempts to ensure the integrity of the Sweepstakes, neither Sponsor nor any of the Affiliates are responsible for the actions of the entrants or other individuals in connection with the Sweepstakes, including attempts by the entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify, or suspend all or any part of the Sweepstakes, and in the event of cancellation or termination, to select a Winner from among all eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. If the Sweepstakes is terminated by Sponsor as set forth above, Sponsor will post notice of such termination on the Game Instagram Account. Inclusion in such drawing will be each entrant’s sole and exclusive remedy under such circumstances. Proof of submitting an entry will not be deemed receipt of such entry by Sponsor.

(e) Sponsor reserves the right, at any time and in its sole discretion, to disqualify or deem ineligible to participate in this Sweepstakes any individual suspected of tampering with the entry process or the operation of the Sweepstakes; acting in violation of these Official Rules or Sponsor’s terms of service, privacy policy or other terms, conditions or guidelines; acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person; or violating these Official Rules. Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes is a violation of these Official Rules, as well as criminal and civil laws. Should Sponsor believe or become aware that such an attempt has been, is being, or will be made, Sponsor reserves the right to seek remedies and damages from any responsible entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including, without limitation, criminal prosecution.

(f) By entering the Sweepstakes, entrants agree to the use by Sponsor and its designees of their names and/or likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, except where prohibited by law.

11. **Privacy:** Any personal information submitted to or collected by Sponsor or the Affiliates by entering the Sweepstakes will be stored and processed, as required for the purposes of that Sweepstakes, consistent with Sponsor’s privacy policy found at [https://us.ncsoft.com/en/legal/ncsoft/privacy-policy.php](https://us.ncsoft.com/en/legal/ncsoft/privacy-policy.php).

12. **Limitations of Liability:** Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize. Sponsor and the Affiliates will have no liability for any claim arising in connection with participation in this Sweepstakes or the acceptance or use of any prize. Sponsor, its affiliates, subsidiaries, vendors, and advertising and promotion agencies will have no responsibility for promotional materials that may be illegible, mutilated, altered, forged, duplicated, or tampered with in any way, or for printing, typographical, mechanical, or other errors or for any error in the notification or announcement of the prize. In no event will Sponsor be obligated to award more prizes than the number of available prizes stated in these Official Rules. By participating, entrant releases Sponsor and the
Affiliates from any claims arising out of any use or disclosure of an entry consistent with these Official Rules. Nothing in these Official Rules should be construed to limit or exclude liability for fraudulent misrepresentation.

BY ENTERING THE SWEEPSTAKES, THE ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED USD ONE THOUSAND DOLLARS ($1,000.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED USD ONE THOUSAND DOLLARS ($1,000.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY.

13. **For EU Residents only:**

(a) Sponsor shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body, or health caused by Sponsor.

(b) In an event of slight negligence, Sponsor shall be liable only for breaches of a material contractual obligation (“cardinal duty”). A cardinal duty in the meaning of this provision is an obligation whose fulfillment makes the implementation of this contract possible in the first place and on the fulfillment of which the contractual partner may therefore generally rely.

(c) In a case according to above clause (ii), Sponsor shall not be liable for any lack of commercial success, lost profits, non-foreseeable damages and indirect damages.

(d) Liability in accordance with the above clauses (ii) and (iii) shall be limited to the typical and foreseeable damages; however, the liability amount shall not exceed €10,000.

(e) The limitation of liability shall apply mutatis mutandis to the benefit of the employees, agents, and vicarious agents of Sponsor.

(f) Any potential liability on the part of Sponsor for any warranties and for claims based on the Product Liability Act shall not be affected.

14. **English Version Prevails:** In the event of any conflict between the English version of these Official Rules and any translation, the English version shall prevail. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Rules.

15. **Governing Law and Jurisdiction:** Unless the laws relevant for the domicile of the entrant provide otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the state of Washington, United States. Claims may not be resolved through any form of class action. Entrants hereby agree that any and all disputes, claims, causes of action, and controversies (“Claims”) arising out of or in connection with this Sweepstakes shall be resolved by arbitration, pursuant to this provision, at Bellevue, Washington in accordance with the commercial arbitration rules of the American Arbitration Association. Said arbitration shall be conducted by a panel of arbitrators and all proceedings shall be conducted in the English language. In any such arbitration proceedings the arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil
action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator’s authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator’s authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

16. **Country Specific Notices:** If any provision of these rules is invalid under the law, rules, or regulations of a particular country, it will only apply to the extent permitted.

17. **Sponsor:** Each applicable Sweepstakes is sponsored by NC Interactive, LLC, 3180 139th Avenue SE, Suite 100, Bellevue, WA 98005, USA.

18. **Winners List:** For the name of the Winner, send a self-addressed, stamped envelope to: NC Interactive, LLC, Attn: Blade & Soul 5th Anniversary Battle Station Sweepstakes, 3180 139th Avenue SE, Suite 100, Bellevue, WA 98005, USA within 6 months of the expiration of the Entry Period, and specify which Sweepstakes you are referring to.

19. **Disclaimer:** No Sweepstakes is in any way sponsored, endorsed, or administered by, or associated with Instagram or any other social media site. By participating, you agree that you are providing your information to Sponsor and not to Instagram or any other social media site. Entrants agree that Sponsor shall not have any responsibility, or liability for any injury, damage, cause, or claim of action which arises out of or in connection with entrant’s use of any social media site.

For any feedback or questions regarding the Sweepstakes, you can contact Sponsor by sending an email to: bnscommunity2@ncsoft.com.