

**Blade & Soul 3<sup>rd</sup> Anniversary  
Elder Cricket Sweepstakes Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE'S CHANCES OF WINNING. THIS IS A SINGLE SWEEPSTAKES WITH OFFICIAL RULES BASED ON RESIDENCY OF THE PARTICIPANT. THE SELECTION OF THE WINNERS WILL BE MADE AMONG ALL ELIGIBLE ENTRANTS WORLDWIDE. THE PRIZES ARE ALLOCATED TO THE WINNERS WHICH HAVE BEEN SELECTED ON A WORLDWIDE BASIS.

**1. Eligibility:** Except where prohibited by law, the Blade & Soul 3rd Anniversary Elder Cricket 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 50 United States (including the District of Columbia and Puerto Rico), who – as of the date of entry and date of prize delivery – possess a valid form of identification, are the age of majority or older (18 years of age in most jurisdictions), and satisfy the following criteria: (i) have a valid NCSOFT account in good standing and at least one level 10 Blade & Soul character on such account, (ii) logged into Blade & Soul at least once in the first week of its initial 2016 launch between 00:01 a.m. Pacific Standard Time (“**PST**”) on January 19, 2016 and 11:59 p.m. on January 26, 2016. 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 the sponsor, NC Interactive, LLC (“**Sponsor**”), and its subsidiary and affiliated 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 [www.bladeandsoul.com](http://www.bladeandsoul.com), the official 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 on January 16, 2019 after the Game goes live following the completion of maintenance and ends on February 6, 2019 once the Game goes down for the start of maintenance (“**Entry Period**”). Sponsor’s database clock will be the official timekeeper of this Sweepstakes.

**3. Entry Method:** To enter the Sweepstakes, participants must (i) log into the Game at least once during the Entry Period and (ii) complete the Game through Act 6 (i.e., the final story quest for Act 6 must be completed) before the expiration of the Entry Period. Completing this entry method constitutes entry into the Sweepstakes and the entrant’s consent to and agreement with these Official Rules.

**4. Additional Entry Conditions:** Limit of one entry per person for the entire Entry Period. Entries made with multiple e-mail addresses, under multiple identities, or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. Any attempts made by the same person to submit more than one entry are void. All entries must be received during the Entry Period. Any entry before or after the Entry Period is void and will not be eligible for a prize. 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 method at the time of entry into the Sweepstakes.

**5. Random Selection of the Winners:** There will be 3 winners of the Sweepstakes selected among all the entrants on a worldwide basis in a random drawing on February 7, 2019 (each a “**Winner**”). The

Sweepstakes will have 1 grand prize winner (“**Grand Prize Winner**”) and 2 runner-up prize winners (each, a “**Runner-Up Winner**”). Odds of winning each prize will be determined by the number of eligible entries received. The drawing will be conducted by Sponsor or its representatives, whose decisions are final and binding in all matters relating to this Sweepstakes. Sponsor’s determination of the Winners is binding and not subject to review or appeal.

**6. Winner Verification and Notification:** Winners will be notified by a representative from Sponsor following the drawing using the email on file for the authorized account holder of the entrant. Winners may be required to furnish additional information, which will be used by Sponsor for the sole purpose of administrating the Sweepstakes. For Winners residing in Canada, before being confirmed as a 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 be responsible or liable for any failure by a potential Winner to accept the prize for any reason. Winners will be announced by Sponsor on the Game Website on February 13, 2019.

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

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

- Custom Blade & Soul Nike Air Force 1 Shoe Set (includes 1 pair of shoes, 1 shoe bag, and 1 custom metal shoe box) (ARV: \$900)

The following runner-up prize will be awarded to each Runner-Up Winner (2 in total):

- SteelSeries Arctis 5 Headset (ARV: \$100)
- Steel Series Rival 310 Mouse (ARV: \$60)

The total ARV of all prizes is \$1,220.

**8. Prize Conditions:** All prizes will be awarded to the individual who is the authorized account holder of the winning account. If there is any restriction to receiving a prize in the country of a Winner, an alternate prize may be provided. 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. Winners may waive their right to receive a prize. All prizes are non-transferable, non-exchangeable, non-refundable, and have no cash value. A 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 a 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. Prizes 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 prizes (if any) are subject to the manufacturer’s terms, and prizewinners agree to look solely to such manufacturer for any such warranty. The ARV of prizes stated herein is based on the fair market value or cost of goods at the time the Official Rules were printed. Winners are 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:** Prizes will be mailed to the Winner's physical mailing address provided by entrant to Sponsor representative, within 6-8 weeks of confirmation unless otherwise noted.

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

(i) Twitter, Facebook, YouTube, Twitch, and Sponsor or any of Sponsor's affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, or any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "**Affiliates**") are not 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.

(ii) Sponsor has the sole right to decide all matters relating to the Sweepstakes, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Sweepstakes. 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.

(iii) Neither Sponsor nor its Affiliates are responsible for (a) any typographical or other errors in the printing of the Sweepstakes materials or the offering or announcement of the Prizes, (b) for 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, hardware and/or software failures, or (e) damage to any computer (software or hardware) resulting from participation in the Sweepstakes. Entrant understands and acknowledges that such circumstances may cause delay of or changes to the Sweepstakes, including Entry Period dates or prize delivery.

(iv) Although Sponsor attempts to ensure the integrity of the Sweepstakes, neither Sponsor nor any of the Affiliates are responsible for the actions of Entrants or other individuals in connection with the Sweepstakes, including attempts by 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 Website. 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.

(v) 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.

(vi) By entering the Sweepstakes, entrants agree to the use by Sponsor and its designees of their names and photographs/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. Upon request, Winners agree to consent to such in writing. Acceptance of prize constitutes permission to use Winners' names and/or likenesses for commercial purposes without further notice and compensation, unless prohibited by law.

**11. Privacy:** Any personal information submitted to or collected by Sponsor or its Affiliates by entering this Sweepstakes will be stored and processed, as required for the purposes of the Sweepstakes, consistent with Sponsor's privacy policy found at <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 its 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, 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 its 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 so as to limit or exclude liability for fraudulent misrepresentation.

BY ENTERING THE SWEEPSTAKES, 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.

**For EU Residents only:**

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

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

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

**13. 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.

**14. 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, or 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.

**15. 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.

**16. Sponsor:** The Contest is sponsored by NC Interactive, LLC, 3180 139th Avenue SE, Suite 100, Bellevue, WA 98005.

**17. Winners List:** For a list of Winners, send a self-addressed, stamped envelope to: NC Interactive, LLC, Attn: Blade & Soul 3rd Anniversary Elder Cricket Sweepstakes, 3180 139th Avenue SE, Suite 100, Bellevue, WA 98005 by June 30, 2019. A list of the Winners also will be posted on the Game website.

**18. Disclaimer:** The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Twitter, Facebook, Instagram, YouTube, Twitch, or any other social media site. By participating, you agree that you are providing your information to Sponsor and not to Twitter, Facebook, YouTube, Instagram, Twitch, or any other social media site.

For any feedback or questions regarding the Sweepstakes, Winners, or prizes, you can contact Sponsor by sending an email to: [bnscommunity2@ncsoft.com](mailto:bnscommunity2@ncsoft.com).