

## **UPLAY E3 2012 AMBASSADORS** **COMPETITION RULES**

### **1. OBJECT**

UBISOFT UK, which has its business address at Ubisoft, 1<sup>st</sup> floor, Chertsey Gate East, London Street – Chertsey, Surrey, KT16 8AP – United Kingdom (UBISOFT), is organising a free competition with no obligation to purchase available at: <http://www.uplay.com/e3/contest>

### **2. DEFINITIONS**

**Competition** means the Competition organised by UBISOFT to find its "UPLAY E3 2012 AMBASSADORS".

### **3. CONDITIONS OF ENTRY**

Entry to the Competition is open to any physical person resident in the UK except those persons who worked on the organisation of the Competition and the staff of UBISOFT or of any company controlled by UBISOFT, that controls UBISOFT or that is jointly controlled with UBISOFT by another company, and their families (same name, same address).

The Competition is only open to adults aged 21 or over, with a valid email address and a UK passport that is valid for entry into the United States (the date of validity of which expires after June 15<sup>th</sup> 2012). A photocopy of the passport will be required in order to be designated as a winner of the Competition.

Participation in this Competition is limited to one entry per person per household (same name, same address) regardless of the number of email addresses that person may have. In the case of multiple entries, in particular using different email addresses, the participant will be barred from the Competition. It is stipulated that 1 (one) same person may use only 1 (one) electronic mail address to participate in the Competition. Failure to comply with this stipulation will lead to the participant's disqualification.

### **4. DETAILS OF THE COMPETITION**

The Competition will commence on April 4<sup>th</sup> 2012 at 12.00 am and will end on May 3<sup>rd</sup> 2012 at 11.59 pm (Paris time). The date and time of receipt by UBISOFT of email responses as recorded by the IT systems will serve as proof of receipt.

To participate in this Competition, each participant shall:

- Create and place on-line on the website [www.youtube.com](http://www.youtube.com) a creative video (the "Video") indicating "UPLAY E3 2012 AMBASSADORS" in the title of the Video.
- Complete and validate his/her Competition entry form on <http://www.uplay.com/e3/contest>, by filling in the information requested and in particular by indicating the YouTube Internet link for his/her Video.

#### **Requirements for the video:**

The duration of the Video shall be less than five (5) minutes. The Video shall be of the highest quality. Each participant may and shall submit only one Video during his/her participation in the Competition.

By submitting your entry to the Competition you represent and warrant that the Video does not infringe the rights of any third party, including but not limited to intellectual property rights of any third party. In this regard, you undertake to indemnify and defend UBISOFT, at any time and on first demand, against any action, proceedings, complaint, claim, damages, or judgment arising directly or indirectly from the infringement by your Video of a third party's intellectual property rights.

## **5. DESIGNATION OF WINNERS**

A total of **seven (7) winners** will be selected for the Competition by the UBISOFT jury.

A jury consisting of UBISOFT members will establish at its sole discretion the ranking of the seven (7) winners who have submitted, according to this jury, the videos that are the most creative and fun and that demonstrate the participant's motivation for participating in E3 2012.

The list of winners will be available at <http://www.uplay.com/e3/contest> starting from May 14th 2012.

The winner will also be notified personally, starting from May 9<sup>th</sup> 2012 by email at the email address provided when he/she entered the Competition.

The winner of the 1<sup>st</sup> prize shall reply to the email sent to inform him/her of his/her win by UBISOFT, within 3 calendar days from the date of receipt of the UBISOFT email, by sending a photocopy of his/her passport.

If (1) the winner does not reply within a period of 3 calendar days, (2) the person does not have a valid UK passport the date of validity of which expires after June 15<sup>th</sup> 2012, (3) information given when he/she enters the Competition is incorrect, the winner may be disqualified at UBISOFT's discretion without such disqualification creating any harm or prejudice for the participant. The 2<sup>nd</sup> winner will then be promoted as winner of the Competition and must comply with the same procedure as stated above.

If a winner does not receive his/her prize within twenty one (21) days from the day on which the notification email was sent, he/she then has a period of ninety (90) days following the date when the list of winners is published on the website in which to contact Ubisoft to obtain his/her prize. After this period the winner will forfeit his/her right to the prize initially awarded, and his/her prize will be awarded to the participant ranked immediately after him/her. The result of the ranking would thus be altered and the prizes would be redistributed on the basis of this new ranking. The winners will receive their prize by post at the address they will have given on entering the Competition.

Under no circumstances will UBISOFT accept liability for any loss of or damage to prizes in the post and/or in case of a malfunction of the postal service.

## **6. COMPETITION PRIZES**

**1<sup>st</sup> prize:** an invitation to the E3 2012 event in Los Angeles, in the United States, from June 3<sup>rd</sup> 2012 to June 7<sup>th</sup> 2012, including a Paris-Los Angeles return plane ticket and 4 nights' accommodation on the spot; a total estimated value of £1900.

This prize does not include insurances, transport of the winner from home to Paris and from Paris to home, international air taxes, transport during E3 and/or food costs, extras and personal expenses.

**2nd prize:** a Microsoft Xbox 360 250 Slim console, with a standard edition of Tom Clancy's Ghost Recon Future Soldier game and two (2) Xbox 360 Ghost Recon: Future Soldier™ Pro Wired GamePad™; a total estimated value of £320.

**3<sup>rd</sup> to 5<sup>th</sup> prize:** one (1) standard edition of Tom Clancy's Ghost Recon Future Soldier (Xbox 360 or PS3), one (1) Ghost Recon: Future Soldier™ Pro Wired GamePad™ (Xbox 360 or PS3) and one (1) Monterigioni hoodie from Insert Coin Ltd; a total estimated value of £125.

**6<sup>th</sup> and 7<sup>th</sup> prize:** one (1) Monterigioni hoodie from Insert Coin Ltd and two (2) entries to Eurogamer expo in London on September 27-30 2012; a total estimated value of £55.

The value of the prizes indicated above represents the retail price incl. VAT commonly charged or estimated on the date these Rules were drawn up. It is given as a guide only and is subject to change. UBISOFT reserves the right to replace the games described in this section with other UBISOFT games.

## **7. CONDITIONS OF AWARDING PRIZES**

Only one prize can be awarded to each household (same name, same address). Prizes are reserved for the winners' strictly personal use and are not transferable.

Before the winner receives his/her prize, he/she must satisfy the conditions set out in the Rules.

The winner of the 1<sup>st</sup> prize shall in particular deliver, within 3 calendar days from the receipt of the email notifying his/her win, a photocopy of a valid UK passport, the date of validity of which expires after June 15<sup>th</sup> 2012. The winner of the 1<sup>st</sup> prize must also be in good health and satisfy all the medical conditions enabling him/her to travel by plane, as well as the conditions for vaccinations required for their stay in Los Angeles. He/she lastly must hold an insurance for accident/repatriation and civil liability (covering any physical injury that he/she might be liable for or that he/she might suffer - namely any bodily injury suffered by a physical person and the harm or prejudice that result from such - and any material damage that he/she might be liable for or suffer - namely any damage, destruction, impairment, loss or disappearance of a thing or substance as well as any physical injury to an animal) that is currently valid for the whole period of the stay abroad.

Lastly, the winners of the 1<sup>st</sup> prize shall sign an image rights assignment, as delivered to UBISOFT and for UBISOFT's benefit.

The prize awarded may give rise to neither any dispute on the part of the winner, nor to the provision of the exchange value of the prize in money, nor to a replacement or exchange for any other item whatsoever. However, should UBISOFT be unable to deliver the prize the participant has effectively won, UBISOFT reserves the right to replace the prizes announced by prizes of equivalent value or one with similar characteristics. Winners waive any rights to claim compensation from UBISOFT for any damage arising from any harm or prejudice caused by the acceptance and/or use of the prize.

## **8. RULES OF THE COMPETITION**

Entrants can consult the Rules on the Competition Page. The full Competition Rules will be sent free of charge to any participant who requests them in writing from: UBISOFT UK, UPLAY E3 2012 AMBASSADORS COMPETITION, 1st floor, Chertsey Gate East, London Street – Chertsey, Surrey, KT16 8AP – United Kingdom. The request should indicate the title of the Competition and the first name, surname and address of the person requesting the Rules. The postal charges for the request for the Rules will be reimbursed at the current second class tariff on request (one request per household, same name, same address). The request for a refund of the postal charges must be accompanied by proof of the relevant bank account or address details, and the refund will be made by bank transfer.

UBISOFT reserves the right, where circumstances require, to postpone, amend or cancel this Competition, to change the period of participation and, as a last resort, to swiftly resolve any issues that may arise during the course of the Competition. The liability of UBISOFT shall not be considered deficient if, for reasons outside UBISOFT's control, the commitments arising from these Rules cannot be honoured either in part or in whole.

## **9. PROTECTION OF PERSONAL DATA**

The recipient of the information contained in the Competition registration form is UBISOFT. UBISOFT informs participants that the personal data collected relating to the Competition is handled using an automated process and stored in a computer file that UBISOFT reserves the right to use or to use for commercial purposes.

Should a participant win the Competition, he/she authorises UBISOFT to use his/her first name, surname and email address freely and free of charge for the purposes of information on the

Competition and/or for the publication of the results on any medium for a period of two (2) years from the announcement of the winners.

#### **10. REIMBURSEMENT OF PARTICIPATION COSTS**

The Internet connection charges will be reimbursed on a request made by any participant subject to the conditions indicated below, as well as the postal charges of this request. This request shall be sent only by letter post at the latest seventy-two (72) hours after the player's date of participation in the Competition, the post mark being taken as proof, to the following address: UBISOFT UK, UPLAY E3 2012 AMBASSADORS COMPETITION, 1st floor, Chertsey Gate East, London Street – Chertsey, Surrey, KT16 8AP – United Kingdom

To be considered, the request shall be made on stamp-free paper indicating the title of the Competition and the participant's first name and surname and his/her postal address, as well as the date and time of the connection. The reimbursement request will be dealt with by cheque alone. Reimbursement of the postal charges will be made on the basis of the current second class "letter" tariff.

Only one reimbursement will be made per household (same name, same address) throughout the Competition. All requests whose details are incomplete, crossed-out or illegible will not be processed and UBISOFT cannot be held liable.

The connection charges, and the postal charges for this request, will be reimbursed, as follows:

- for the Internet connection charges: reimbursement on the basis of five (5) minutes, of which the first minute is indivisible at 0.12 Euro, and each additional minute at 0.02 Euro, i.e. 0.20 Euro for the five (5) minutes.

It is agreed that any access to the Competition that is made on a fixed unlimited basis (cable, ADSL, etc.) cannot be subject to any reimbursement because the subscription is taken out by the Internet user for his/her Internet use generally, and the peace of mind he/she obtains, and because the fact of accessing the Competition does not incur any additional charge.

The request for reimbursement shall be accompanied by supporting documentation proving that the participant does not have a fixed subscription entitling him/her to an Internet connection that is unlimited in time.

- for the postal charges: on the basis of the current second class "letter" tariff.

Reimbursement will take place within a period of approximately four (4) weeks from the receipt of the request by UBISOFT.

#### **11. LIMITATION OF UBISOFT'S LIABILITY**

Participation in the Competition implies the awareness and acceptance of the characteristics and limitations of the Internet, notably regarding technical performance, response times required to find out, ask for or transfer information, risk of disruption and, more generally, the inherent risks of any connection and transfer via the Internet, the lack of protection of certain information against any potential misuse and the risks of infection by viruses that may be circulating in the network.

Consequently, under no circumstances may UBISOFT be held liable for any of the eventualities listed below (this list is not exhaustive):

- transfer and/or receipt of any data and/or information on the Internet;
- any malfunction of the Internet network that would hamper the smooth running or operation of the Competition;
- failure of any reception devices, hardware or lines of communication;
- loss of any electronic mails and, more generally, loss of data;
- routing problems;

- operation of software;
- consequences arising from any viruses, computer bugs, anomalies, technical failure;
- any damage caused to a participant's computer;
- any technical, hardware or software failure that would prevent or limit the user's ability to take part in the Competition, or which has damaged the system of a participant.
- in the case of force majeure
- in the case of a transport strike and in particular in the case of cancellation of flight tickets and/or train tickets by an event outside Ubisoft's control.

## **12. APPLICABLE LAW AND COMPETENT COURTS**

The Competition is governed by French law and is subject to the competent courts in the country in which the Competition is organised. Furthermore, participation in the Competition implies the full and unreserved acceptance of these Rules in their entirety, the rules of ethics and etiquette in force on the Internet, and any other laws, rulings and legal notices that are applicable in France.