

**“Far Cry 3 Closed Beta Sweepstakes” Competition!  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE  
WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE  
18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. You are providing your information to Ubisoft Inc. and not to Facebook. The information you provide will only be used in accordance with the Ubisoft privacy policy which may be viewed at <http://www.ubi.com/US/Info/Info.aspx?tagname=PrivacyPolicy>

1. **COMPETITION DESCRIPTION:** The **Far Cry 3 Closed Beta Sweepstakes Competition** (the “**Competition**”) begins on May 17<sup>th</sup>, 2012 at 08:00 a.m. Pacific Time (“PT”) and ends on September 23<sup>rd</sup>, 2012 at 11:59 p.m. PT (the “**Competition Period**”). During the Competition Period there will be one (1) winning category: Five Hundred (500) Prize Winner will be selected as winners and will receive a Winner Prize. LIMIT: One Prize per person and Facebook account over the Competition Period. Entry in the Competition does not constitute entry into any other promotion, Competition or sweepstakes. By participating in the Competition, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Ubisoft Inc., 625 Third Street, San Francisco, CA 94107 (the “**Sponsor**”), whose decisions shall be final and legally binding in all respects.
2. **ELIGIBILITY:** This Competition is open to legal U.S. residents (excluding residents of Rhode Island and residents of Puerto Rico, U.S. Virgin Islands, Guam and other United States territories), as well as legal residents of Canada (excluding Quebec) who are Eighteen (18) years of age or older at the time of entry. Employees, officers, and directors of Sponsor, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising and promotion agencies, and any and all other companies associated with the Competition (collectively, the “**Promotion Entities**”), and each of their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, stepchildren and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to participate. All eligibility is subject to all federal, state, provincial and local laws and regulations. All entries submitted are the property of the Sponsor. The Facebook database clock will be the timekeeper for this Competition.
3. **HOW TO ENTER:**

**To enter the Competition, please follow all steps below:**

**(1) Starting on May 17<sup>th</sup>, 2012 at 08:00 a.m. PT, and no later than September 23<sup>rd</sup>, 2012 at 11:59 p.m. PT, go to the Far Cry Facebook Fan page at <http://www.facebook.com/farcry>, and access the Competition application on the**

**Facebook Platform by clicking on the link “Closed Beta” or going directly to the link <http://www.farcrygame.com/sweeps>.** Enter the Competition by completing the entry form, selecting your video game console platform preference, checking the box indicating your agreement to the official rules and clicking on the button to submit your entry.

No other methods of entry will be accepted. Only one entry per Facebook account and email address will be accepted. All entrants must have an existing Internet account and a valid email address at the time the Competition commences.

**All entrants must have “Liked” the Far Cry Fan page on Facebook (<http://www.facebook.com/farcry>) prior to submitting their email to validly enter the Competition.**

**All completed entries must be received by 11:59 p.m. PT on September 23<sup>rd</sup>, 2012.**

All entries are subject to verification by the Sponsor. Entrants may enter one (1) time and in only one (1) Category. Entries that do not meet the requirements specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor, in accordance with the Competition rules and regulations, will determine in its sole discretion, what constitutes a valid entry. All materials submitted to Sponsor shall become the sole property of the Sponsor and will not be returned or acknowledged. By entering and participating in the Competition you agree that you shall relinquish any and all rights to the materials that you submit and that Sponsor shall have the unqualified right and perpetual license to exploit such materials in any way it deems fit, for any purpose, without any compensation to you for use of the same.

Sponsor reserves the right to cancel or modify the Competition if fraud or technical failures destroy the integrity of the Competition as determined by the Sponsor, in its sole discretion, and to award the Prizes based on eligible entries received prior to the cancellation.

**Entrant’s Representations:** By submitting your entry to the Competition you represent and warrant that the submission does not infringe the rights of any third party.

**Entry Notes:** Once entry is made Entrant cannot access/revise entry in any way. No entry, title or description may be obscene, pornographic, violent, cruel, mean spirited, offensive in any manner including depicting dangerous activity, or in any other way not suitable to be published. If an entry falls into this category their corresponding entry will become void and thus, ineligible at Sponsor’s discretion. Entries made on another’s behalf by any other individuals or any other entity, including but not limited to commercial Competition/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Competition. Tampering with the entry process or the operation of the Competition is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. **BY ENTERING, ALL PARTICIPANTS AND/OR ENTRANTS RELEASE THE SPONSOR FROM AND AGAINST ALL CLAIMS AND DAMAGES ARISING IN CONNECTION**

**WITH EACH ENTRANT'S PARTICIPATION AND/OR ENTRY IN THE COMPETITION AND/OR HIS/HER RECEIPT OR USE OF THE PRIZES AWARDED IN THIS COMPETITION.**

Sponsor is not responsible for problems downloading or uploading of any Competition-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Competition.

4. PRIZE DRAWING:

Sponsor will select Five Hundred (500) finalists at random among all qualified Entries.

The Five Hundred (500) finalists will be notified by email on or about September 24<sup>th</sup>, 2012.

6. PRIZES:

Only the Prizes listed below will be awarded in this Competition.

A total of **Five Hundred (500) Prizes** will be distributed as follows:

**500 Far Cry 3 closed beta access code worth \$0 (one Prize per finalist)**

Only the Prizes listed above will be awarded in this Competition. Sponsor will not replace Prizes, including the unlock code mentioned above, if lost or stolen.

All taxes on the Prizes are the Winners' sole responsibility. Prizes are not transferable or redeemable for cash. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control. Prizes include shipping and handling costs to the Winners' residence, where applicable. Odds of winning a Prize depend on the total number of eligible entries received. Winners may not transfer Prize to a third party. The Sponsor will not replace any lost or stolen Prize.

Prizes are provided "as is". Entrants acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

By participating in the Competition, the Winners acknowledges that Promotion Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that each Winner (or his or her parent/legal guardian if Winner is a Minor) will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes.

7. WINNER NOTIFICATION: Notification of Winners: The Winners will be notified by e-mail sent to the e-mail address provided on the entry form within five (5) business days of the Prize drawing.

Winners must provide a valid U.S. shipping address to claim Prize. If within fourteen (14) days of notification of the Prize, a selected Winner cannot be contacted, is ineligible, fails to claim a Prize and/or where applicable an affidavit of eligibility is not timely received, is incomplete or modified, or if the Prize notification or Prize is returned as unclaimed or undeliverable to such Winner, such Winner will forfeit his or her Prize and an alternate winner may be selected. Alternate winner will be defined as the next runner-up according to the same process as detailed in 5 above. Sponsor shall have no liability for any potential Prize winner notification that is lost, intercepted or not received by any potential Prize winner for any reason.

In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Acceptance of any Prize constitutes Prize Winner's permission for the Promotion Entities to exploit and use Prize Winner's entry materials, including video, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

Submission of an entry grants the Sponsor and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights.

9. PRIVACY POLICY: Any personal information supplied by you to Sponsor will be subject to Ubisoft's privacy policy posted at <http://www.ubi.com/US/Info/PrivacyPolicy.htm>. By entering the Competition, you are automatically registered as a member of the Sponsor's web site [www.ubi.com](http://www.ubi.com). As a result, you may receive additional e-mail communication/promotions from the Sponsor as any of their members would. Any personal information supplied by you in connection with the Competition will also be subject to the Sponsor's terms of use posted at <http://www.ubi.com/US/Info/Info.aspx?tagname=TermsOfUse>.

10. DISQUALIFICATION: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other

person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these 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 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.

11. LIMITATION OF LIABILITY: Sponsor, Facebook, Inc., and the Promotion Entities are not responsible for, and entrant hereby releases Sponsor, Facebook, Inc., and the Promotion Entities from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) electronic or human error which may occur in the administration of the Promotion or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Competition and (vi) use of any Prize.
12. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of the state of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the United States and the state of California, without giving effect to any choice of law or conflict of law rules (whether of the state of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California.
13. OFFICIAL RULES, WINNER'S LIST: A copy of the Official Rules may be downloaded from <http://www.farcrygame.com/betasweeps> for the duration of the Competition. A Winners list link will be available at <http://www.farcrygame.com/betawinners> and posted approximately on September 24<sup>th</sup>, 2012. In addition, the "Winners list" and these Official Rules are also available by sending a stamped (Washington State residents may omit postage), self-addressed envelope marked "Smurfs Facebook Competition" to Ubisoft Inc., 625 Third Street, San Francisco, CA 94107.
14. SPONSOR'S ADDRESS: Ubisoft is located at 625 3rd Street, 3rd Floor, San Francisco, CA 94107, USA.

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The use of any Prize manufacturer or venue, name or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize, and is not intended to suggest any affiliation or sponsorship.

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