

**“Just Dance® 2016 Fan on Pack Contest”
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 13 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

This **Just Dance 2016 Fan on Pack Contest** is in no way sponsored, endorsed or administered by, or associated with Instagram or any other social media platform. You are providing your information to Ubisoft Inc. and not to Instagram or other social media platform. The information you provide will only be used in accordance with the Ubisoft privacy policy which may be viewed at legal.ubi.com/privacypolicy.

1. **ELIGIBILITY:** “Just Dance 2016 Fan on Pack” (the “**Competition**”) is open only to legal residents of the United States and Canada (excluding Quebec), who are at least thirteen (13) years old at the time of entry. Employees, officers, and directors of Sponsor and its affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, advertising and promotion agencies, and any and all other companies associated with the Competition (collectively, the “**Competition 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. Subject to all applicable federal, state, provincial, municipal, territorial and local laws, directives and regulations. Void outside of the United States and where prohibited.
2. **SPONSOR:** Ubisoft Inc. located at 625 3rd Street San Francisco, CA (“Sponsor” or “Ubisoft”).
3. **COMPETITION PERIOD:** The Competition will begin 9:00 AM Pacific Time (“PT”) on Sunday, June 28th, 2015 and will end at 11:59:59 PM PT on Saturday, July 11th, 2014.
4. **HOW TO ENTER:**

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

Beginning June 28th, 2015 at 9:00 am PT, enter the Competition by:

1. Following @justdancegame on Instagram;
2. Taking an original “usee” photo (“Usee”) showing off your best Just Dance face or pose, pursuant to the Judging Criteria listed in these Official Rules;
3. Uploading your Usee to your Instagram account with a short description about your Just Dance Family - For example: “I love playing Just Dance with my dad because of his crazy moves!”
4. Tagging your entry with the hashtag # [#JustDanceContest](https://www.instagram.com/explore/tags/justdancecontest/). **Your use of the hashtag will indicate your review, approval and agreement to fully comply with these Official Rules.**
5. Ensuring that your Instagram profile is set to “public” view, so Sponsor will be able to see your entry.

LIMIT: No other methods of entry will be accepted. Only one entry per person and Instagram account will be accepted. Entry in the Competition does not constitute entry into any other promotion, competition. By participating in the Competition, each Entrant, and his/her parent or guardian if Entrant is under eighteen (18) years of age, or the age of majority in Entrant’s jurisdiction, (collectively “**Entrant**” “**Participant**” “**Player**” or

“You”) unconditionally accepts and agrees to comply with and abide by these official rules and the decisions of Sponsor whose decisions shall be final and legally binding in all respects.

All entries are subject to verification by the Sponsor. 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.

5. ENTRY GUIDELINES AND PROHIBITED ACTIONS

During the Competition, Sponsor may, at its own discretion warn, disqualify or ban any Entrant, without prejudice for the Entrant, that notably (without limitation):

- Registers to the Competition with multiple accounts;
- Colludes with other Entrants to create an unfair advantage;
- Uses any kind of cheats or hack;
- Does not comply in full with the current Official Rules;
- Has a behavior which, in Sponsor’s estimation, is unlawful, harmful, abusive, harassing, threatening, malicious, defamatory, libelous, untruthful, pornographic, pedophilic, obscene, vulgar, racist, xenophobic, liable to incite hatred, sexually explicit, violent, contrary to morality or is in any other way unacceptable.

Please make sure to note the following entry Guidelines when creating your entry:

- Usee may not be owned, taken or edited by anyone other than You, including without limitation a professional photographer/videographer.
- Your entry must be original to You, created by You and owned by You.
- Entry must not have been submitted previously in a contest or sweepstakes of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.
- Entry must not contain content that is known by you to be false, inaccurate or misleading.
- Any entry deemed inappropriate or unsuitable, in Sponsor’s sole discretion, will be disqualified.
- Entry must not contain material that is unlawful, in violation of or contrary to all applicable local, state, federal, or international laws and regulations.
- The Usee (including any clothing worn in Usee) must not contain any third-party materials, other than Just Dance or Ubisoft related materials, or otherwise violate or infringe (or may infringe) any copyright, trademark, logo, drawings, cartoons, phrases, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable (Sponsor may blur or black out the infringing material, in their sole discretion).
- Entries must comply with the Instagram Terms of Use, as set forth at [instagram.com/about/legal/terms/](https://www.instagram.com/about/legal/terms/).

6. DESIGNATION OF FINALISTS:

Sponsor will select ten (10) potential winners pursuant to the parameters below.

Judging – Sponsor will individually score your Usee and your Just Dance story entries based on the following criteria (“Judging Criteria”):

- **Storytelling** (1-10): Best retelling of Entrant’s Just Dance Family of all qualified entries
- **Originality** (1-10): Most original Usee and Just Dance Family story of qualified entries

- **Quality (1-10):** Best quality of Usee and Just Dance Family story all qualified entries
- **Art (1-10):** Most artistic Usee of all qualified Entries

The Entrants with the top ten (10) highest total scores will be selected as the potential winners.

Potential Winners:

- Sponsor shall contact the potential winners by direct message through the potential winners' Instagram account by end of day Saturday July 11th, 2015;
- Sponsor will require potential winners to confirm that they comply with these Official Rules;
- Potential winners must respond with any required information by 10 PM PT on Monday, July 13th, 2015;
- Should a potential winner not respond, or not meet all the criteria of these Official Rules, Sponsor will choose the Entrant with the next highest score;
- Following receipt of information from the potential winners, Sponsor will re-gram the top Finalist photos to Sponsor's Instagram account located at @JustDanceGame.

7. PRIZES:

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

Grand Prize:

Each of the 10 winners will receive the following prizes ("Prizes"):

- One (1) Just Dance 2016 video game for the console of the winner's selection: Microsoft Xbox One (console with Kinect), Microsoft Xbox 360 (console with Kinect), PlayStation3, PlayStation 4, Nintendo Wii OR for a Nintendo Wii U. (ERV: \$50)
- One (1) Just Dance t-shirt for each member in the Usee (up to a maximum of five (5) t-shirts per Usee) (ERV \$25-\$125)
- The opportunity to have your Usee included on the game packaging cover (the "Box Art") on Just Dance 2016 console boxes within the United States and/or Canada. **Potential winner (and his/her parent or guardian if potential winner is under eighteen (18) years of age, or the age of majority in potential winner's jurisdiction) must complete additional documents to receive this prize. All aspects pertaining to the inclusion of the Usee shall be in Sponsor's sole discretion and subject to applicable law. Sponsor does not guarantee that the Usee will be included in the final version of the Box Art for reasons beyond its reasonable control.** (ERV \$0).

TOTAL Estimated Retail Value ("ERV") FOR ALL PRIZES AWARDED UNDER THE COMPETITION: One Hundred and Eighty Five US Dollars (\$175.00 USD).

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 Competition 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 acknowledge that Competition Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that each winner will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes.

8. WINNER NOTIFICATION: Sponsor will notify the potential winners via private message on Instagram pursuant to the terms herein. Potential winner, or potential winner and his/her parent or guardian if potential winner is under eighteen (18) years of age, or the age of majority in potential winner's jurisdiction, may be required, among other things, to sign, have notarized, and return to Sponsor proof of identity (in the form of a government issued ID), an affidavit of eligibility/release of liability, a W9 tax form and/or any other tax forms required by potential winner's jurisdiction, and where legal a publicity release, by the date indicated on the notification email. 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 social media account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an social media account by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning social media accounts for the social media page associated with the submitted entry.

Failure to complete and return the documents in the time noted, or if prize notification is undeliverable, will result in disqualification and an alternate potential winner will be selected and notified, time permitting.

9. ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION: Entrant represents and warrants to Sponsor that his/her entry is (i) completely the original work of the Entrant and was taken and written solely by the Entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. ENTRANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, THE COMPETITION ENTITIES, INSTAGRAM AND ANY THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION, FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ASSERTED AGAINST THE SPONSOR, THE COMPETITION ENTITIES, AND THE THRD PARTIES BY REASON OF ENTRANT'S PARTICIPATION IN THIS COMPETITION, INCLUDING WITHOUT LIMITATION (A) ANY BREACH OF THE ABOVE REPRESENTATIONS (B) CLAIMS FOR INJURY, LOSS OR DAMAGE OF ANY KIND RESULTING FROM PARTICIPATION IN THIS COMPETITION OR ACCEPTANCE, USE OR LOSS OF ANY PRIZE AND (C) CLAIMS BASED ON RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATING TO THE SUBMISSION OR EXPLOITATION OF THE ENTRANT'S CONCEPT.

10. LIMITATION OF LIABILITY: Sponsor, the Competition Entities, Instagram and any third parties associated or affiliated with the development and execution of this Competition are 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.

WITH RESPECT TO CLAIMS RESULTING FROM PERSONAL INJURY (IN ACCRODANCE WITH APPLICABLE LAW IN ENTRANT'S JURISDICTION) ENTRANT HEREBY RELEASES SPONSOR, THE COMPETITION ENTITIES, INSTAGRAM AND ANY OTHER THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION FROM ANY AND ALL CLAIMS DAMAGES, LIABILITIES AND ACTIONS ("CLAIMS") WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE COMPETITION, INCLUDING WITHOUT LIMITATION 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 COMPETITION; (IV) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE COMPETITION 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; (VI) RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATED TO ENTRANT'S SUBMISSION; AND (VII) ENTRANT'S ACCEPTANCE, USE OR LOSS OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT IN WHOLE OR IN PART.

11. PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS: Acceptance of any Prize constitutes Prize winner's permission for the Competition Entities to use Prize winner's entry materials, including Usee, Just Dance Family story, name, likeness, voice, biographical information, statements and complete address of potential winner and every person in the Usee (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, and releases the Competition Entities from all claims arising out of the use of such Attributes.

All materials submitted to Sponsor shall become the sole property of Sponsor and will not be returned or acknowledged. As consideration for entering and participating in the Competition, Entrant agrees that Entrant shall relinquish any and all rights to the materials that Entrant submits. 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.

12. PRIVACY POLICY: Any personal information supplied by Entrant to Sponsor will be subject to Ubisoft's terms of use posted at legal.ubi.com/termsofuse. By entering the Competition, as legally permissible in Entrant's jurisdiction, Entrant may receive e-mail communication/promotions from the Sponsor about this Competition and/or Sponsor's other services and products. Any personal information supplied by Entrant in connection with the Competition will also be subject to the Sponsor's terms of use posted at legal.ubi.com/privacypolicy.

13. ENTRANT'S PERSONAL INFORMATION: Participation in the Competition implies acknowledgment of the storage of personal data in the United States for purposes of administration of the Competition. The recipient of your personal data is Sponsor and Sponsor's Affiliates.

Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message with the request, subject line "Just Dance" to JustDanceGameUS@gmail.com.

14. DISQUALIFICATION: Entrant agrees that Entrant shall not submit an Entry that contains (i) disparaging or obscene language, photographs or film (ii) nudity (iii) trademarks, copyrights and/or logos not belonging to Entrant and/or (iv) language, photos or film that is injurious to a third party and/or may damage a third party's reputation. Entrant acknowledges that Sponsor expressly conditions its acceptance of Entrant's submission on Entrant's agreement of the preceding sentence, and if it is discovered that Entrant has violated such agreement, Sponsor reserves the right to disqualify Entrant's submission.

Entries made on another's behalf by any other individuals or any other entity, including but not limited to commercial competition subscription notification and/or entering services, will be declared invalid and disqualified for this Competition. 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.

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.

15. CANCELLATION: 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.

16. 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 that by participating in the Competition, Entrant agrees that Los Angeles, CA will be the exclusive forum for any formal dispute resolution; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, 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 Competition 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.

17. OFFICIAL RULES, WINNERS LIST: A copy of the Official Rules may be downloaded from JustDanceGame.com for the duration of the Competition. A Winners List link will be available at <http://just-dance.ubi.com/> and posted during the event. 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 "2016 Fan on Pack Competition " to Ubisoft Inc., 625 Third Street, San Francisco, CA 94107.

18. ADDITIONAL TERMS:

© 2015 Ubisoft Entertainment. All Rights Reserved. Just Dance, Ubisoft and the Ubisoft logo are trademarks of Ubisoft Entertainment in the U.S. and/or other countries.

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.

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. Nothing in these Official Rules shall be deemed to exclude or restrict any of the winner's or the Entrant's statutory rights as a consumer.

THIS COMPETITION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, SONY, NINTENDO, MICROSOFT, INSTAGRAM OR ANY OTHER SOCIAL MEDIA PLATFORM. YOU ARE PROVIDING YOUR INFORMATION TO UBISOFT, INC. AND NOT TO INSTAGRAM OR ANY OTHER SOCIAL MEDIA PLATFORM.