Just Dance "Retweet to Win a Trip to Lady Gaga Concert" Sweepstakes!

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.

You are providing your information to Ubisoft Inc.. The information you provide will only be used in accordance with the Ubisoft privacy policy which may be viewed at http://ubi.com/US/Info/Info.aspx?tagname=PrivacyPolicy.

The Sweepstakes is in no way sponsored, endorsed or administered by or associated with Twitter.

- <u>SWEEPSTAKES TIMING</u>: The Just Dance to Win a Trip to Lady Gaga Concert Sweepstakes (the "Sweepstakes") entry period begins on Wednesday, December 18, 2013 at 12:00:01 p.m. Eastern Standard Time ("EST") and ends on Wednesday, December 18, 2013 at 11:59:59 p.m. EST (the "Entry Period"). LIMIT: One prize per person over the Entry Period. Entry in the Sweepstakes does not constitute entry into any other promotion, sweepstakes or contest. By participating in the Sweepstakes, 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"), and/or COHEN-FRIEDBERG ASSOCIATES, LLC Framingham, MA 01702 www.cfapromo.com (the "Administrator"), whose decisions shall be final and legally binding in all respects.
- <u>2.</u> <u>ELIGIBILITY</u>: This Sweepstakes is open to legal residents of the United States (excluding residents of Rhode Island, Puerto Rico, U.S. Virgin Islands, Guam and other United States territories) who are thirteen (13) years of age or older at the time of entry. Employees, officers, and directors of Sponsor, Administrator, Lady Gaga, promotion prize suppliers, agents 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 Sweepstakes (collectively, the "**Promotion Entities**"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations. All entries submitted are the property of the Sponsor. The Twitter database clock will be the timekeeper for this Sweepstakes. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

3. HOW TO ENTER:

Follow @Justdancegame account on Twitter (*https://twitter.com/justdancegame*). From your Twitter account, retweet the designated message (RT for your chance to win 2 tickets to the opening night of Lady Gaga's #ArtPop tour, and meet @ladygaga herself!). All retweets posted within the Sweepstakes Period will be entered for a chance to win. The Sponsor reserves the right to determine, in its sole discretion, if an entry is eligible for the Sweepstakes. Limit of one (1) entry per Twitter account. Only entries that contain the RT message will be considered entries.

Prize winner will be notified either via Direct Message (A Direct Message ("**DM**") is a private message sent via Twitter directly to an entrant) by the Administrator via Twitter. Prize winner will be required to reply with prize winner's e-mail address, full mailing address and phone number. All replies must be sent to the Sponsor's handle as directed in the DM within (48) hours of first attempted prize winner notification (A user's "Twitter handle" is the username they have selected and the accompanying URL). Prize winner will be notified within two (2) business days of the drawing. Once eligibility has been verified and the Administrator receives the prize winner's requested information, the Administrator will arrange to award the Prize. Prize winner must reply with all required information in order to receive their prize.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation. Sponsor is not responsible for problems downloading or uploading of any Sweepstakes-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 Sweepstakes.

4. PRIZE: Only the prize listed below will be awarded in this Sweepstakes.

One (1) Grand Prize: Two (2) Tickets to the Lady Gaga Concert at the artRave: the ARTPOP Ball Concert in Boston, MA being held on June 30, 2014, Terms and conditions of the tickets apply. Prize also includes the following:

- Roundtrip coach class air transportation for two (2).
- 1-Night (double occupancy) hotel accommodations.
- Ground Transportation to/from hotel and the concert venue.

Approximate retail value of this prize package \$2,000

If Grand Prize winner is under the age of majority in his/her state of legal residence, Grand Prize winner must be accompanied by Grand Prize winner's parent or legal guardian, who will be the Grand Prize winner's Guest. If Grand Prize winner is over the age of majority in his/her state of legal residence, Grand Prize winner's Guest must also be over the age of majority in his/her state of legal residence.

- Sponsor will not replace tickets if lost or stolen.
- All other incidental expenses not mentioned herein are the responsibility of the winner and his/her guests.

- Prize is provided on an "as is" basis, without any warranty of any kind. Prize is nontransferable. Prize may not be redeemed for cash. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable.
- Grand Prize winner and guest must travel on the same itinerary and on the same dates.
- Air transportation shall be by coach class roundtrip from a major gateway within the Continental United States to concert host city location of the prize, and all such travel arrangements will be made by a designated representative whose decisions regarding the itinerary are final and binding. Selection of airline and airport shall be at the discretion of Sponsor or any other provider of any portion of the prize. Trip winner and travel companion must have valid travel documents (e.g., government issued I.D., passport, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of prize. Winner and his/her travel companion are solely responsible for satisfying all legally required conditions of travel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the prize winner and travel companion, if applicable, from traveling, in which event any missed portion of the prize is forfeited in its entirety and no substitution will be provided.
- Prize winner is responsible for any and all applicable fees, service charges, surcharges or passenger facility charges, all insurance, federal, state, and local taxes, if any, gratuities, meals, incidental charges and any other unspecified expenses associated with acceptance or use of the prize.
- All estimated retail values are subject to change based on, among other things, normal
 price fluctuations associated with the travel in the marketplace and date of departure. No
 substitution or transfer of prizes is permitted. If the prize or the prize notification is
 returned as undeliverable or any non-compliance with the Official Rules or failure to
 respond within the applicable time period, it will result in forfeiture of the prize and an
 alternate prize winner will be selected (time permitting).
- Prize will be awarded only if the prize winner fully complies with these Official Rules. Sponsor or Sponsor's representative reserves the right to remove or to deny portions of the prize package to winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person with no further compensation.
- By participating in the Sweepstakes, the winner (or the winner's parent/legal guardian if winner is a minor) acknowledges that the Sponsor and the Administrator 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.
- 5. WINNER NOTIFICATION: Conduct of the Sweepstakes is under the supervision of the Administrator. Potential prize winner will initially be notified by via Twitter as

outlined in Rule #3 above, using the contact information provided at the time of entry on or about December 23, 2013. 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. If, despite reasonable efforts, any potential prize winner does not respond within (2) days of the first notification attempt, or if the prize notification or prize is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. In order to receive the prize, winner will be required to provide proof of identification or eligibility. Winner will be required to sign an Affidavit of Eligibility or Publicity Release as a condition to the delivery of the applicable prize.

<u>6.</u> <u>PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS</u>: Acceptance of any prize constitutes prize winner's permission (or permission from prize winner's parent or legal guardian if prize winner is a minor) for the Promotion Entities to use prize winner's entry materials, 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.

- <u>7.</u> <u>DISQUALIFICATION</u>: 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 Sweepstakes, 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 Sweepstakes, 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.
- 8. ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION: Entrant (or entrant's parent or guardian if entrant is a minor) represents and warrants that his/her entry is (i) completely the original work of the entrant and was written or filmed 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, ADMINISTRATOR, ANY SOCIAL MEDIA CHANNEL, INCLUDING WITHOUT LIMITATION TWITTER, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION. FROM ANY AND ALL CLAIMS. THE DAMAGES AND LIABILITIES ASSERTED AGAINST SPONSOR. ADMINISTRATOR AND ANY SOCIAL MEDIA PLATFORM 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 SWEEPSTAKES 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.

- <u>9. PRIVACY POLICY</u>: Any personal information supplied by entrant to Sponsor will be subject to Sponsor's privacy policy posted at <u>http://www.ubi.com/US/Info/PrivacyPolicy.htm</u>. By entering the Competition, Entrant is automatically registered as a member of the Sponsor's web site <u>www.ubi.com</u>. As a result, entrant may receive additional e-mail communication/promotions from the Sponsor as any of their members would. Any personal information supplied by entrant in connection with the Contest will also be subject to the Sponsor's terms of use posted at <u>http://www.ubi.com/US/Info/Info.aspx?tagname=TermsOfUse</u>.
- 10. LIMITATION OF LIABILITY: Sponsor, Administrator, and the Promotion Entities are not responsible for, and entrant hereby releases Sponsor, Administrator, 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 Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes and (vi) use of any prize.
- <u>11. DISPUTES</u>: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state courts located in Los Angeles, 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 Sweepstakes, 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 Sweepstakes shall be governed by, and construed in accordance with, the laws of the state of California.

<u>12</u>. <u>WINNERS LIST</u>: To obtain the name of the winner, send a self-addressed stamped envelope to Just Dance to Lady Gaga, PO Box 2312 Framingham, MA 01703-2312. Winners list will be available after 1/17/14. All such requests must be received by 1/15/14.

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The use of any prize manufacturer or venue or 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.

13. ADDITIONAL TERMS:

The invalidity or unenforceability of any provision of these Official 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.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA CHANNEL INCLUDING, WITHOUT LIMITATION, FACEBOOK AND TWITTER. YOU ARE PROVIDING YOUR INFORMATION TO UBISOFT, INC. AND NOT TO ANY SOCIAL MEDIA CHANNEL.