

**“Rocksmith Las Vegas Concert VIP 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 21 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. 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 PERIOD:** The “**Rocksmith Las Vegas Concert VIP Contest**” (the “**Competition**”) will begin 8:00 a.m. Pacific Time (“PT”) on October 10th, 2013 and will end at 11:59:59 p.m. on October 16th, 2013.

The Facebook database clock will be the timekeeper for this Competition.

2. **COMPETITION DESCRIPTION:**

During the Competition Period there will be one winner selected randomly from all valid entries.

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. by participating in the competition, each entrant, and entrant’s parent/legal guardian, if entrant is less than the age of majority in his/her state of primary residence, (collectively “**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.

3. **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) who are twenty one (21) 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 “**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. All eligibility is subject to all federal, state, provincial and local laws and regulations.

4. **HOW TO ENTER:**

To enter the Competition, please follow all steps below:

Starting on October 10th, 2013 at 08:00 a.m. PT, go to the [Rocksmith USA Facebook page](#) and access the Competition application on Facebook by clicking on the link “Enter Competition”.

Enter the Competition by:

- 1) Using Facebook’s “Like” function to Like Rocksmith’s post about the Competition.

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 and valid Facebook account and a valid email address at the time the Competition commences.

**All completed entries must be received by 11:59:59 p.m. PT on October 15th, 2013.
Once entry is made Entrant cannot access/revise entry in any way.**

All entries are subject to verification by the Sponsor. Entrants may enter one (1) time. 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. PRIZE DRAWING:

Selection of Finalists by Sponsor

One (1) winner will be randomly selected from eligible participants who correctly followed these Official Rules and are over 21 years of age as of the commencement of the Competition. If the Winner is found to be ineligible for any reason, a re-drawing of another random winner will be held pursuant to Section 7 below.

The Winner will be notified by his/her Facebook account through private message on or about October 16th, 2013 on [Rocksmith USA Facebook](#).

6. PRIZES:

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

A total of One (1) Prize will be distributed as follows:

Four (4) VIP tickets to the Alice in Chains concert on October 26th, 2013 at the Pearl Concert Theater in Las Vegas, Nevada. (\$200 each, total of \$800)

One night's stay in Las Vegas (\$500)

Airfare for all 4 people to and from Las Vegas. (\$500 per person, \$2000 total)

Total ERV for this contest: \$3,300.00 USD

Winner's 3 guests must be 21 years of age or older. Airfare shall be round-trip coach class air transportation for Winner and three (3) guests over 21 years of age, from a major commercial airport near Winner's home (as determined by Sponsor in its sole discretion) to Las Vegas, NV and one (1) nights' accommodation at a hotel in Las Vegas, NV (night of October 26, standard hotel accommodation: one room, single or double occupancy, room and tax only). The choice of flight and hotel accommodations composing this Prize shall be decided by Sponsor at Sponsor's sole discretion.

Ground transportation will be provided to the grand Prize Winner and his/her guests in lieu of air transportation if the Winner lives within a 100 mile radius of the Pearl Concert Theater. The Prize does not include any out of pocket expenses, extras, catering expenses, transportation costs to and from the airport and/or to and from the Winner's home or hotel, transportation costs during the concert, all of which shall be exclusively borne by the Winner.

Travel must occur on the above dates or Prize will be forfeited in its entirety without any further obligation to the Winner and may be awarded to an alternate winner, subject to time restrictions. Travel restrictions, conditions and limitations may apply. ERV of Prize may vary depending on point of departure, travel dates, ground transportation, and/or airline fare fluctuations. All elements of the Prize must be redeemed at the same time and no changes will be permitted after confirmation of any redemption.

Winner and his/ her three guests must possess valid United States government-approved travel documents and be willing to sign any other legal documents required by Sponsor. Sponsor and Competition Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prize. All air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges and security charges, insurance, meals, unspecified ground transportation, taxes, gratuities, travel insurance, bag check fees, parking fees, laundry service, food, alcoholic beverages, incidentals (including mini-bar), phone charges, merchandise, souvenirs, gasoline and other expenses not specifically identified in these Official Rules are solely the responsibility of the Winner and his/her guests as applicable. Winner must comply with all airline and hotel check-in requirements, including, but not limited to, the presentation of a major credit card. Unused components of the Prize have no redeemable cash value. All airline tickets issued in connection with the Prize are not eligible for frequent flyer miles, stopovers, upgrades and cannot be used in conjunction with any other promotion or offer. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. Lost or stolen tickets, travel vouchers or certificates or similar items, once they are in Winner's possession, will not be replaced. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's air travel prize supplier, as detailed in the passenger ticket contract issued by such supplier. In the event the Winner engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Prize or other applicable experience early, and send Winner and or his/her guests home with no further compensation.

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.

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 Winner acknowledges that Competition Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that the Winner and his/ her guests 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 Winner: The Winner will be notified by e-mail sent to the e-mail address provided on the entry form within twenty-four (24) hours business days of the Prize drawing. Winners must provide a valid U.S. shipping address to claim Prize. If within two (2) 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 and 6 above. Sponsor shall contact no more than one (1) alternate Winner per Prize. 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 or, where applicable, the email address connected to the Facebook, Twitter or other platform used to submit an entry to the Competition. "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. 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 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, FACEBOOK AND THE COMPETITION ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION, FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ASSERTED AGAINST THE SPONSOR, FACEBOOK AND THE COMPETITION ENTITIES 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.

9. LIMITATION OF LIABILITY:

Sponsor, Facebook and the Competition Entities 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.

ENTRANT HEREBY RELEASES SPONSOR, FACEBOOK AND THE COMPETITION ENTITIES 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 STATES 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.

10. **PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS:** Acceptance of any Prize constitutes Prize Winner's permission for the Entities 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, 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.

11. **PRIVACY POLICY:** Any personal information supplied by Entrant to Sponsor will be subject to Ubisoft's privacy policy posted at <http://www.ubi.com/US/Info/PrivacyPolicy.htm>. By entering the Competition, Entrant is automatically registered as a member of the Sponsor's web site www.ubi.com. 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 Competition will also be subject to the Sponsor's terms of use posted at <http://www.ubi.com/US/Info/Info.aspx?tagname=TermsOfUse>.
12. **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.

13. **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.
14. **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.

15. OFFICIAL RULES, WINNERS LIST: A copy of the Official Rules may be downloaded from www.rocksmith.com/aicvip for the duration of the Competition. A Winners list link will be available at [Rocksmith USA Facebook](#) and posted approximately on 8:00am PST on October 16th, 2013. 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 "**Rocksmith Las Vegas Concert VIP Contest Competition**" to Ubisoft Inc., 625 Third Street, San Francisco, CA 94107.
16. SPONSOR'S ADDRESS: Ubisoft is located at 625 3rd Street, 3rd Floor, San Francisco, CA 94107, USA.

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17. ADDITIONAL TERMS:

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.

THIS COMPETITION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO UBISOFT, INC. AND NOT TO FACEBOOK.