"Ghost Recon Wildlands Photo Mode 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 18 OR OLDER AT THE TIME OF ENTRY.

This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Reddit, Twitter, YouTube or any other social media platform. The information you provide will only be used in accordance with the Ubisoft privacy policy, which may be viewed at https://legal.ubi.com/privacypolicy.

- <u>ELIGIBILITY</u>: "Ghost Recon Wildlands Photo Mode Contest" (the "Competition") is open only to legal residents of USA, Canada (except Quebec), Mexico, Argentina, Brazil, Chile, UK, Ireland, France, Germany, Spain, Italy, Netherlands, Belgium, Denmark, Finland, Norway, Sweden, Austria, Australia, Japan, and Russia who are at least 18 years old at the time of entry. Employees, officers, and directors of Sponsor (as defined below) 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 USA, Canada (except Quebec), Mexico, Argentina, Brazil, Chile, UK, Ireland, France, Germany, Spain, Italy, Netherlands, Belgium, Denmark, Finland, Norway, Sweden, Austria, Australia, Japan, and Russia and where prohibited.
- 2. <u>SPONSOR</u>: Ubisoft Inc. located at 625 3rd Street San Francisco, CA.
- 3. <u>COMPETITION PERIOD</u>: The Competition will begin on January 24, 2019 at 1:00 PM Eastern Time ("ET"), and will end on February 7, 2019 at 11:59 PM ET (the "Promotion Period").

4. HOW TO ENTER:

To enter the Competition, please follow the steps below. Specific dates and times subject to change:

Enter the Competition by:

- Capture your best action scene using the Photo Mode feature.
- Publish your qualified entry image from the Ghost Recon Wildlands Photo Mode to:
 - o Twitter or Instagram using the hashtag #GRWPhotoModeContest

- in comments section of the announcement post of the Ghost Recon Wildlands Photo Mode Contest on Reddit (/r/GhostRecon https://www.reddit.com/r/GhostRecon/) or the official Ghost Recon Forums (https://forums.ubi.com/forumdisplay.php/1554-News-and-Announcements).
- To be qualified, entry photos must be created in the Photo Mode feature of Ghost Recon Wildlands. Entry Photos cannot be altered using 3rd-party tools, including, but not limited to, photo editing software.

ELIGIBILITY GUIDELINES

In order to be qualified to enter the Competition, your submission must meet the following criteria. If it does not, your entry will not be considered eligible.

Photo Guidelines:

• Must be generated from the Photo Mode in Ghost Recon Wildlands that clearly relates to the theme: fire fight.

LIMIT: No other methods of entry will be accepted. Only one entry per person per contest will be accepted. 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, 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.

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. PROHIBITED ACTIONS:

During the Competition, Ubisoft 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;
- Uses items of value or monetary favors as incentives to gain favor with judges;
- 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:

- Entry 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 entry must not contain any third-party materials, other than Ghost Recon Wildlands 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).

6. PRIZE WINNERS SELECTION:

Selection of Winners by Sponsor

Three (3) Winners will be chosen by a panel of judges consisting of members of the Ghost Recon Community Team, among all the Entries meeting the Competition requirements and based on the following criteria:

- 1) Originality: Most original of all qualified Entry Photos
- 2) Art: Most artistic of all qualified Entry Photos

3) Theme: Must be clearly tied to the theme associated with the contest: fire fight.

In order to be qualified for submission, all works must be certified that the submitter (A) owns all rights to all Entry Photos submitted; and (B) all such Entry Photos are generated in Photo Mode, and are otherwise original works of authorship on the submitters' part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.

7. <u>PRIZES</u>:

Only the Prizes listed below will be awarded in this Competition. Each Winner will win eleven (11) Battle Crates (Estimated Retail Value ("ERV"): \$25 USD) TOTAL ERV FOR ALL PRIZES AWARDED TO WINNERS: \$75 USD Winners will be given a code to be redeemed on <u>https://ghost-recon-wildlands-redeem.ubi.com</u> in which they will be able to choose their platform of choice and which account the crates will be associated with.

8. <u>WINNER NOTIFICATION</u>: Winners will be notified by an answer in his/her social media post in seven (7) business days from the Winners selection. Sponsor shall have no liability for any potential Winner notification that is lost, intercepted or not received by any potential Winner for any reason. In the event the Winner is a minor, his or her parent or legal guardian must sign and return the documents described herein as necessary to claim a Prize, on behalf of the winning minor.

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 address associated to the account used to submit the entry. "Authorized account holder" is defined as the natural person who is assigned to an email 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 e-mail address used to enter the Competition.

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.

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.

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 created 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, FACEBOOK, INSTAGRAM, REDDIT, TWITTER, YOUTUBE 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 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. Photo Submission: Each Entry Photo submitted: (i) must be in keeping with the Sponsor's image (as Sponsor determines in its sole discretion), (ii) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, contain nudity, unlawful or plagiarized, (iii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, (iv) may not violate or encourage others to violate any law, statute, ordinance or regulation, (v) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property right or any other third party right, (vi) may not contain commercial or corporate advertising, including display of corporate logos, brand names and slogans, other than those relating to Sponsor, (vii) must not include visual references to alcoholic beverages, tobacco, drug paraphernalia, firearms or any depiction or representation thereof and (viii) may not include any virus, worm, corrupt file, Trojan horse or other forms of corruptive code or content that may harm or compromise Sponsor or the proper conduct of the Promotion. Sponsor reserves the right to verify the accuracy or truthfulness of any information contained within an Entry Photo. Sponsor has the right in its sole discretion to determine if any Entry Photo is not appropriate for public release and if Entry Photo is in compliance with these Official Rules. Sponsor reserves the right to disqualify an Entry Photo for any reason. Sponsor's decisions are final and binding with respect to all matters relating to this Promotion.
- 11. <u>LIMITATION OF LIABILITY</u>: Sponsor, the Competition Entities, Facebook, Instagram, Reddit, Twitter, YouTube 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.

EXCEPT FOR RESIDENTS OF FRANCE, GERMANY, AND THE UNITED KINGDOM, WITH RESPECT TO CLAIMS RESULTING FORM DEATH OR PERSONAL INJURY (IN ACCORDANCE WITH APPLICABLE LAW IN THOSE JURISDICTIONS) ENTRANT HEREBY RELEASES SPONSOR, THE COMPETITION ENTITIES FACEBOOK, INSTAGRAM, REDDIT, TWITTER, YOUTUBE 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. FOR RESIDENTS OF GERMANY: THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS.

12. <u>PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS</u>: Acceptance of any Prize constitutes Prize Winner's permission for the Competition Entities and use Prize Winner's Entry Photo(s), 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.

- 13. <u>PRIVACY POLICY</u>: Any personal information supplied by Entrant to Sponsor will be collected and processed according to the privacy notice accessible on the Competition subscription page, and will be subject to Ubisoft's privacy policy posted at https://legal.ubi.com/privacypolicy.
- 14. <u>ENTRANT'S PERSONAL INFORMATION</u>: Entrant acknowledges that Sponsor will collect and process his/her personal data in order to allow him/her to participate to the Competition, and to provide the winners with their prizes. It will be accessible to Sponsor, to Sponsor's Affiliates, and to the Twitter, Instagram and Reddit users according to the Entrant's confidentiality settings on these platforms, and subject to Twitter, Instagram and Reddit privacy policies accessible at the following links :

https://twitter.com/fr/privacy

https://help.instagram.com/402411646841720

https://www.redditinc.com/policies/privacy-policy-may-25-2018

Entrant's personal data will be stored until the end of the Competition, and will remain on Twitter, Instagram or Reddit for as long as Entrant maintains its post on these platforms. It may be used to send Entrant marketing communication, according to Entrant's contact preferences which can be modified in Entrant's Ubisoft account settings.

The processing of Entrant's personal data by Sponsor is necessary to execute the contract Entrant has entered with Sponsor by accepting the rules of the Competition.

Entrant's personal data may be transferred to non-European countries that ensure an adequate level of protection according to the EU Commission, or within the framework of the standard data protection clauses adopted by the EU Commission (accessible on the European Commission Website). Entrant may exercise his/her rights to access, rectify, erase, object, restrict processing, and receive his/her information in portable form by contacting Ubisoft data protection officer at : privacy@ubisoft.com. Entrant may also lodge a complaint to the national supervisory authority of his/her country.

Entrants hereby acknowledges that he/she has been informed of the collection and processing of his/her personal data in the aforementioned conditions.

15. <u>DISQUALIFICATION</u>: 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.

16. <u>CANCELLATION</u>: 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.

17. 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 outof-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. For Residents of Germany only: This limitation to venue and the amount of damages does not apply if not permitted by law.

18. ADDITIONAL TERMS:

© 2017 Ubisoft Entertainment. All Rights Reserved. Tom Clancy's, Ghost Recon, the Soldier Icon, Ubisoft and the Ubisoft logo are registered or unregistered 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.

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

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.