

**“ROCKSMITH: LIVE AT SLIM’S”  
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 OR OLDER AT THE TIME  
OF ENTRY.**

This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter YouTube or any other social media platform. You are providing your information to Ubisoft Inc. and not to Facebook, Twitter, YouTube 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 <https://legal.ubi.com/privacypolicy>.

1. **ELIGIBILITY:** The Rocksmith: Live at Slim’s (the “**Competition**”) is open only to legal residents of the United States, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the United Kingdom, Australia and Japan 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, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden,, the United Kingdom, Australia, Japan and where prohibited.
2. **SPONSOR:** Ubisoft Inc. located at 625 3<sup>rd</sup> Street San Francisco, CA.
3. **COMPETITION PERIOD:** The Competition will begin 12:01 AM Pacific Time (“PT”) on August 4, 2016 and will end at 12:01 AM PT on August 31, 2016.
4. **HOW TO ENTER:**

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

Enter the Competition by:

- Creating a video that conveys your experience using the instructional tools of the Rocksmith franchise, totaling no more than three minutes in length (the “Video”).
- Uploading your Video to the Video hosting service of your choice (YouTube or Facebook preferred, but not required)
- Sharing your Video publicly through a post on either Twitter.com or Facebook.com, using the hashtag #Rocksmith5th in your message

**LIMIT:** No other methods of entry will be accepted. Only one entry per person 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, if Entrant is less than the age of majority in his/her country of

primary residence, (collectively **“Entrant” “Participant” “Player” or “You”**) 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;
- Creates a video featuring any musical content not officially released for Rocksmith or Rocksmith 2014 Edition by Ubisoft;
- 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.

#### 6. PRIZE DRAWING:

##### **Selection of Winners by Sponsor**

Sponsor will select two (2) winners among all Entries meeting the Competition requirements:

- 1) Entrant must illustrate the role Rocksmith titles have played in their musical development in their submission Video;
- 2) Entrant must show core competency as a guitarist or bassist, at a skill level high enough to play with other musicians in a live setting (Entrant does not need to prove mastery);
- 3) Entrant must be available to travel to San Francisco for a period of four days during the span of October 15, 2016 through November 6, 2016 (final dates to be confirmed by Ubisoft).

#### 7. PRIZES:

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

##### **Each Winner will receive:**

- Hotel accommodations and round-trip airfare from Entrant’s point of origin to and from San Francisco, for Entrant and one guest (friend or family member), not exceeding \$2000 in aggregate
- One (1) GoPro video camera

**Estimated Retail value (“ERV”):** \$2400 each

**TOTAL ERV FOR ALL PRIZES AWARDED UNDER THE COMPETITION:** **USD \$4800**

##### **Travel Accommodations:**

To occur from October 18<sup>th</sup>, 2016 to October 21<sup>st</sup> 2016 (final dates may be changed by Ubisoft at its discretion), two (2) round-trip coach class air transportation for Winner from a major commercial airport near Winner's home (as determined by Sponsor in its sole discretion) to San Francisco, California, USA and three (3) nights accommodation at a hotel in San Francisco (standard hotel accommodation: one room, single or double occupancy, room and tax only). Specific travel dates to be selected at Sponsor's sole discretion. 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 in lieu of air transportation if the Winner lives within a 100 mile radius of San Francisco, California (ZIP code 94107). 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 October 18<sup>th</sup>, 2016 to October 21<sup>st</sup> 2016 (final dates may be changed by Ubisoft at its discretion)all of which shall be exclusively borne by the Winner.**

Travel must occur within 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 must possess valid government-approved travel documents and be willing to sign any other legal documents required by Sponsor. Entrants under the age of eighteen (18) must have their parent or legal guardian sign any required legal documents in addition to their own signatures. 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. 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 home with no further compensation.

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 acknowledges 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:** Winners will be notified through the private message function of the Twitter or Facebook account used to post their entry Video, within two (2) business days from the Grand Prize drawing. Further communication will take place via e-mail. 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 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 account specified in the entry or. "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.

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 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, THE COMPETITION ENTITIES, FACEBOOK, 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 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, Facebook, 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, 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.

11. 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 the Video and other 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 (including the Video) 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 (including the Video) 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 (including all copyrights to the Video).

**For Residents of France Only:** French winners will receive a document called "eligibility/publicity release" designed to obtain his/her free consent to use his/her full names, likeness, city of residence and photographs for promotional purposes and without additional compensation. In any case, the lack of consent does not prevent a winner from receiving the Prize.

12. PRIVACY POLICY: Any personal information supplied by Entrant to Sponsor will be subject to Ubisoft's privacy policy posted at <https://legal.ubi.com/privacypolicy>. By entering the Competition, Entrant is automatically registered as a member of the Sponsor's web site [www.ubisoft.com](http://www.ubisoft.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 <https://legal.ubi.com/termsofuse>.

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 "Rocksmith Live Event Details," to [rocksmithliveevent@ubisoft.com](mailto:rocksmithliveevent@ubisoft.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. *For Residents of Germany only*: This limitation to venue and the amount of damages does not apply if not permitted by law.

17. OFFICIAL RULES, WINNERS LIST: A copy of the Official Rules may be downloaded from [rocksmith.com/forums](http://rocksmith.com/forums) for the duration of the Competition. A Winners List link will be available at <http://forums.ubi.com/forumdisplay.php/151-Rocksmith-2014-Edition> 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 "Rocksmith Live Event Competition" to Ubisoft Inc., 625 Third Street, San Francisco, CA 94107.

18. ADDITIONAL TERMS:

© 2014 Ubisoft Entertainment. All Rights Reserved. Rocksmith logo, 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.

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

**For Residents of France Only:** Pursuant to French law pertaining to data collection and processing, you have a right of access to, modification and withdrawal of your personal data. You also have the right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to "Rocksmith Live Event Competition" Ubisoft Inc., 625 Third Street, San Francisco, CA 94107 USA. The data controller and data recipient is Ubisoft Inc. Your data will be transferred outside the European Union.

**For Residents of Germany Only:** Pursuant to the German Federal Data Protection Act, you have a right to information about the personal data stored about you, including its origin, recipient or categories of recipients of the data and the purpose of the storage. In addition, you have the right of correction and, in certain circumstances, to disabling and deletion of your data and, in certain circumstances, the right to object to the collection, processing and use of your personal data. To exercise such right, you may write to: "Rocksmith Live Event Competition" Ubisoft Inc., 625 Third Street, San Francisco, CA 94107 USA.

**For Residents of United Kingdom Only:** Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message to "Rocksmith Live Event Competition" Ubisoft Inc., 625 Third Street, San Francisco, CA 94107 USA.