

**“UPLAY FAN ART” COMPETITION  
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.***

The Official Rules apply to all participants who participate in the Competition by registering on the page dedicated to the Competition on the Website and provide a Fan Art.

VOID WHERE PROHIBITED BY LAW. ALL NATIONAL, REGIONAL, FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS AND REGULATIONS APPLY.

1. COMPETITION DESCRIPTION:

The **UPLAY FAN ART COMPETITION** (the “**Competition**”) begins on April 8, 2014 at 03:00 p.m. Greenwich Mean Time (“GMT”) and ends on May 15, 2014 at 11:59 p.m. GMT (the “**Competition Period**”). Entrants shall submit their entries between April 8, 2014 at 03:00 p.m. GMT and April 30, 2014 02:59 p.m. GMT (the “**Submission Period**”). During the Competition Period there will be ten (10) Winners which will be selected by a Sponsor’s jury based on a pre-determined judging criteria. LIMIT: One Prize per person and having a Uplay account over the Competition Period. Entry in the Competition does not constitute entry into any other promotion, competition or sweepstakes. By participating in the Competition, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Ubisoft Production Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France, duly incorporated with the Bobigny Trade and Companies Registry under no. B 335 204 061 (the “**Sponsor**”), which shall be final and legally binding in all respects.

2. ELIGIBILITY:

This Competition is open to any natural person who has an existing Internet connection, who is twenty-one (21) years of age or older at the time of entry and who is in possession of a valid passport, validity of which expires after September 15, 2014, or for U.S. citizen, a valid I.D.. 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 “**Promotion 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 national, regional, federal, state, provincial and local laws and regulations. All entries submitted are the property of the Sponsor. The Sponsor website clock will be the timekeeper for this Competition.

3. HOW TO ENTER:

**3.1. During the Submission Period, to enter the Competition, please follow all steps below:**

- (1) Create an artwork (the “**Fan Art**”), which must include only one character and a background from one of the Sponsor’s games, in the form of a banner, a comic, a wallpaper or any kind of picture in the .jpeg or .png format, being specified that a .psd file may be asked to participant by Sponsor in case she/he wins the Competition to operate the file in the UbiArt Framework.

- (2) Complete the entry form of the Competition in the "Fan Art Contest" section on the Uplay Lounge website, available at this address: <http://www.uplaylounge.ubi.com> (the "Website") and upload your Fan Art.
- (3) Consult the Official Rules on the same page as the entry form and indicate your acceptance, without reservation of the Official Rules by ticking the "I accept the contest's rules and regulations" box on the entry form page; if you do not accept the Official Rules, do not participate in the Competition. Please note that the Official Rules can be downloaded from the "Fan Art Contest" section of the Website.
- (4) Submit your Fan Art by clicking on the "SUBMIT" button in the "Fan Art Contest" section of the Website to validate your submission.

**No other methods of entry will be accepted. Only one entry per Uplay account will be accepted. All entrants must have an existing Internet account and a valid Uplay account or create one to enter the Competition.**

By entering the Competition and agreeing to the Official Rules, the participant acknowledges and agrees that the Sponsor will have the right to reproduce and display the participant's Fan Art for promotional purpose on the Website and on any other online media, including Facebook, Twitter and Google+. In particular the participant acknowledges and agrees that other participants will have the right to vote for the Fan Art on the Website and to share the Fan Art on Facebook, Twitter and Google+. Participant hereby accepts to execute any document in a form reasonably acceptable to the Sponsor evidencing the foregoing authorization at any time upon the Sponsor's request.

**3.2. All entries must comply with the following:**

- The Fan Art must be the entrant's original work. Depiction or mention of any content in submissions may not violate any third party personal or intellectual property rights, including without limitation copyrights, trademarks, privacy and publicity rights.
- Entrant must submit any and all required releases at the Sponsor's request.

**Entry Notes:** Once entry is made entrant cannot access/revise entry in any way. No entry, title or description may be obscene, pornographic, violent, cruel, mean spirited, offensive in any manner including depicting dangerous activity, or in any other way not suitable to be published. If an entry falls into this category their corresponding entry will become void and thus, ineligible at Sponsor's discretion. Entries made on another's behalf by any other individuals or any other entity, including but not limited to commercial competition/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Competition. Tampering with the entry process or the operation of the Competition is prohibited and 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. **BY ENTERING, ALL PARTICIPANTS AND/OR ENTRANTS RELEASE THE SPONSOR FROM AND AGAINST ALL CLAIMS AND DAMAGES ARISING IN CONNECTION WITH EACH ENTRANT'S PARTICIPATION AND/OR ENTRY IN THE COMPETITION AND/OR HIS/HER RECEIPT OR USE OF THE PRIZES AWARDED IN THIS COMPETITION.**

**3.3. All completed entries must be received before the end of the Submission Period, by 02:59 p.m. GMT on April 30, 2014.**

Each entry date and time for the Competition will be the date and time on which the Fan Art was successfully submitted and approved by the Sponsor as to appear on the Website.

All entries are subject to verification by the Sponsor. Entrants may enter one (1) time. Entries that do not meet the requirements specified 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 Official Rules, will determine in its sole discretion, what constitutes a valid entry.

#### 4. DESIGNATION OF WINNERS

A judging panel composed of professionals and creative artists selected by the Sponsor will judge the Fan Art submitted (the “**Judging Panel**”).

The Judging Panel will select ten (10) winners among all entries meeting the Competition requirements (the “**Winner(s)**”) and based on originality, art and technique.

Among those ten (10) Winners will be designated the Winner of the first prize (the “First Grand Winner”) based on the following criteria:

- 1) Originality: Most original of all qualified entries;
- 2) Art: Most artistic of all qualified entries;
- 3) Technique: Most technical of all qualified entries.

In case of a tie, the Winners will be selected by random drawing.

All of the Judging Panel’s decisions are final.

First Grand Winner will be awarded the first prize indicated in article 5 of these Official Rules. The other nine (9) prizes will be awarded to the participants in order of ranking defined by the Judging Panel.

#### 5. PRIZES

Only the prizes listed below will be awarded in this Competition (the “Prize(s)”).  
A total of **One (1) Prize** will be distributed **for each of the ten (10) Winners** as follows:

##### **First Grand Winner:**

**One invitation as a Uplay ambassador to 2014 E3 in Los Angeles, USA, from June 9, 2014 to June 12, 2014, including a roundtrip plane ticket from the First Grand Winner’s place of residence and accommodation selected by Sponsor;**

Have her/his Fan Art animated by the Sponsor, or any of its affiliates/parent, in the Ubi Art Framework;

Have her/his Fan Art displayed at the Uplay Lounge;  
estimated total value : 3,000 Euros.

##### **Second to fifth places :**

A 50 Euro voucher for the Uplay Shop (or your regional currency equivalent)–  
Have her/his Fan Art displayed at the Uplay Lounge;  
estimated total value : 200 Euros.

##### **Sixth to tenth places :**

A 10 Euro voucher for the Uplay Shop (or your regional currency equivalent)  
estimated total value: 50 Euros.

#### 6. WINNERS NOTIFICATION:

The Winners, including the First Grand Winner will be announced on or about May 15, 2014 on the Website.

The Winners may also be announced on the Sponsor's games forums and on social networks where the Competition was announced.

The Winners, including the First Grand Winner, will be notified by e-mail sent to the e-mail address provided in the registration of their Uplay account within five (5) business days of the Prize drawing.

If within fourteen (14) 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, including the First Grand 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 article 4 above. Sponsor shall have no liability for any potential Prize Winner notification that is late, 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. "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.

In the same e-mail notification, each Winner will be informed how her/his Prize will be sent to her/him. The Prize may be sent by email or by post, in which case Winner shall provide a valid shipping address to claim Prize. Under no circumstances will the Sponsor be held responsible in case of loss or damage to Prizes sent by post and/or in the event of the faulty operation of postal services.

#### **7. CONDITIONS FOR AWARDING PRIZES:**

The First Grand Winner and Winners of Prizes 2 to 5 will receive a document called "Assignment of rights/publicity release", as per clause 8 of the present Official Rules. The entrant acknowledges that the lack of consent to execute said Assignment of rights/publicity release prevents a Winner from receiving the Prize and is thus a mandatory requirement which must be fulfilled prior to receive the Prize.

The Prizes offered may not be contested in any way by the Winner, including the First Grand Winner, and Prizes are provided "as is". Entrants acknowledge that Promotion 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.

All taxes on the Prizes are the Winners' sole responsibility, except if expressly stated otherwise herein. 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.

By participating in the Competition, the Winners, including the First Grand Winner acknowledge that Promotion 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.

#### **Travel Accommodations:**

Subject to the tickets availability, to occur between June 8, 2014 and June 12, 2014, one (1) round-trip coach class air transportation for First Grand Winner from a major commercial airport near First Grand Winner's home (as determined by Sponsor in its sole discretion) to Los Angeles and 4 nights accommodation at a hotel in Los Angeles or near the city (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 First Grand Winner in lieu of air transportation if the First Grand Winner lives within a 150 kilometer radius (about 93 mile radius) of Los Angeles.**

**The Prize does not include any out of pocket expenses.**

Travel must occur on the 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.

The First Grand Winner must possess valid government-approved travel documents and be willing to sign any other legal documents required by Sponsor. Sponsor and Promotion Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prize. All extra expenses, including inspection charges and security charges, insurance, meals, unspecified transportation, taxes, gratuities, bag check fees, parking fees, laundry service, food, alcoholic beverages, incidentals (including mini-bar), phone charges, merchandise, souvenirs, extras, catering expenses, transportation costs to and from the airport and/or to and from the First Grand Winner's home or hotel, transportation costs during the E3 Conference, gasoline, all of which shall be exclusively borne by the First Grand Winner 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 shall not be held liable and reserves the right to terminate the Prize or other applicable experience early, and send Winner home with no further compensation.

8. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

The First Grand Winner and Winners of Prizes 2 to 5 will receive a document called "Assignment of rights/publicity release" designed to obtain his/her free consent to use the Fan Art for commercial, marketing, advertising and/or publicity and promotional purposes and his/her full names, likeness, city of residence and photographs for advertising and/or publicity and promotional purposes and without additional compensation other than the Prize won.

Acceptance of any Prize constitutes Prize Winner's, including the First Grand Winner's, assignment to Sponsor of any and all rights, title and interest in the entry, including, without limitation, all copyrights, trademarks and any goodwill that the Winner may acquire, and authorization to Promotion Entities at Sponsor's discretion, to exploit and use Prize Winner's entry materials, including the Fan Art (collectively the "**Material**") for commercial, marketing, advertising and/or publicity and promotional purposes, and authorization to use and exploit the Winner's name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Image**") for advertising and/or publicity and promotional purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation (except where prohibited by law), and releases the Sponsor and the Promotion Entities from all claims arising out of the use of such Attributes.

#### 9. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" are defined as patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

All text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the Sponsor's games and/or services, including the Website as well as all of Sponsor's websites, individually or in combination, together with all related Intellectual Property Rights in the above that the Sponsor have on its games and services are protected by national and international laws and treaties. Except as expressly set out in these Official Rules, the Sponsor, and its licensees and licensors, reserve their respective Intellectual Property Rights. Any reproduction or representation of these elements in any way and for any reason is prohibited without the Sponsor's prior permission and, if applicable, its licensors' and representatives'.

Save as expressly set out in these Official Rules, no Intellectual Property Rights of any kind are licenced to the entrant.

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.

Subject to the applicable law, the Winners, including the First Grand Winner relinquish all rights and claims based on "moral rights" or "droit moral" or unfair competition with respect to the Sponsor's and the Promotion Entities' exploitation of the Material without further notification or compensation to Winners of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor or the Promotion Entities, on the grounds that any use of any Fan Art, video, or any derivative works, infringe or violate any of entrant's rights therein.

#### 10. PRIVACY POLICY

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

You are providing your information to the Sponsor, **Ubisoft Production** Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France. The information you provide will only be used in accordance with **the Sponsor's** privacy policy which may be viewed at:

- United-States : <http://www.ubi.com/US/Info/Info.aspx?tagname=PrivacyPolicy>;
- United Kingdom and Ireland: <http://www.ubi.com/UK/Info/Info.aspx?tagname=PrivacyPolicy>;
- Australia: <http://www.ubi.com/AU/Info/Info.aspx?tagname=PrivacyPolicy>;
- Canada-English: <http://www.ubi.com/ENCA/Info/Info.aspx?tagname=PrivacyPolicy>;
- Canada-French: <http://www.ubi.com/FRCA/Info/Info.aspx?tagname=PrivacyPolicy>;
- France: <http://www.ubi.com/FR/Info/Info.aspx?tagname=PrivacyPolicy>;
- Belgium-French: <http://www.ubi.com/FRBE/Info/Info.aspx?tagname=PrivacyPolicy>;
- Belgium-Dutch: <http://www.ubi.com/NLBE/Info/Info.aspx?tagname=PrivacyPolicy>;
- Germany: <http://www.ubi.com/DE/Info/Info.aspx?tagname=PrivacyPolicy>;
- Spain: <http://www.ubi.com/ES/Info/Info.aspx?tagname=PrivacyPolicy>;
- Italy: <http://www.ubi.com/IT/Info/Info.aspx?tagname=PrivacyPolicy>;
- Poland : <http://www.ubi.com/PL/Info/Info.aspx?tagname=PrivacyPolicy>
- Denmark: <http://www.ubi.com/DK/Info/Info.aspx?tagname=PrivacyPolicy>;
- Norway : <http://www.ubi.com/NO/Info/Info.aspx?tagname=PrivacyPolicy>
- Sweden: <http://www.ubi.com/SE/Info/Info.aspx?tagname=PrivacyPolicy>
- Finland : <http://www.ubi.com/FI/Info/Info.aspx?tagname=PrivacyPolicy>;
- Japan: <http://www.ubisoft.co.jp/legal/privacy.html>;

**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 "Uplay Fan Art Competition" to Ubisoft Production Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France. The data controller and data recipient is Ubisoft Production Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France.

**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: "Uplay Fan Art Competition" to Ubisoft Production Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France.

**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 "Uplay Fan Art Competition" to Ubisoft Production Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France.

#### 11. 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, as well as collusion with other entrants to create an unfair advantage. 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.

12. LIMITATION OF LIABILITY:

EXCEPT FOR RESIDENTS OF FRANCE, GERMANY, AND THE UNITED KINGDOM, WITH RESPECT TO CLAIMS RESULTING FROM DEATH OR PERSONAL INJURY (IN ACCORDANCE WITH APPLICABLE LAW IN THOSE JURISDICTIONS) ENTRANT HEREBY RELEASES SPONSOR, THE PROMOTION ENTITIES FACEBOOK, TWITTER, GOOGLE+ 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 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 PROBLEMS DOWNLOADING OR UPLOADING OF ANY COMPETITION-RELATED INFORMATION TO OR FROM THE WEBSITE, THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE OR FAILURE, AND FAILED, LOST, DELAYED, INCOMPLETE, GARBLED OR MISDIRECTED COMMUNICATIONS WHICH MAY LIMIT AN ENTRANT'S ABILITY TO PARTICIPATE IN THIS COMPETITION; (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.*

13. ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION:

Entrant represents and warrants to Sponsor that her/his 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 divulged 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, AND THE PROMOTION 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, AND THE PROMOTION 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.

Entrant further represents and warrants to Sponsor that she/he has a valid personal insurance and that Sponsor shall not be held liable for any behavior that is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, or destroy or in any other way causes harm to private or public property.

14. CANCELLATION:

Sponsor reserves the right to postpone, modify or cancel the Competition in the event of any difficulties which may arise during the operation of the Competition, and in particular 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.

15. OFFICIAL RULES, WINNER'S LIST:

The Official Rules can be consulted on the Website, on the page dedicated to the Competition. A copy of the Official Rules may be downloaded from the dedicated page on the Website: <http://www.uplaylounge.ubi.com> for the duration of the Competition. A Winners list link will be available on the dedicated page on the Website: <http://www.uplaylounge.ubi.com> and posted approximately on May 15, 2014. In addition, the "Winners list" and these Official Rules are also available by sending a stamped, self-addressed envelope marked "UPLAY FAN ART COMPETITION" to Ubisoft Production Internationale, 126 rue de Lagny, 93100 Montreuil Sous Bois, France.

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 Quebec Only:* Any litigation

respecting the conduct of organizing a publicity contest may be submitted to the Régie des alcools, des courses for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. *For Residents of Germany only:* This limitation to venue and the amount of damages does not apply if not permitted by law.

17. MISCELLANEOUS:

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 Official 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 Winner's or the entrant's statutory rights as a consumer.