

## Uplay Units Reward Program Terms & Conditions

Last update: November 15, 2013

The Uplay Units Reward Program (hereinafter the “**Program**”) a loyalty program organized by UBISOFT through which Users (as defined in the Terms of Use) will be offered the opportunity to earn certain rewards (“**Rewards**”) by using the Uplay Units (“**Uplay Units**”) available on their Account. These Uplay Units will be earnable by performing certain actions listed in these Uplay Units Reward Program Terms (“**Program Terms & Conditions**”). Regardless of terminology used, Uplay Units represent limited license rights governed solely under these Program Terms & Conditions, have no real value, and are not transferable or redeemable by you (“**You**”) for any sum of money or monetary value from UBISOFT at any time.

These Program Terms & Conditions are incorporated by reference to the Terms of Use (“Terms of Use”) of UBISOFT available at <http://www.ubi.com/UK/Info/Info.aspx?tagname=TermsOfUse>. All capitalized terms used but not defined herein shall have the meaning given to them in UBISOFT’s Terms of Use.

**1. Eligibility.** The Program is open to legal residents of the 50 United States (and the District of Columbia), Canada, Mexico, Brazil, France, Germany, the United Kingdom, Spain, Italy, the Netherlands, Austria, Poland, Sweden, Norway, Denmark, Finland, Australia and Russia. Void where prohibited by law. To participate to the Program, each User must have a valid Account (as defined in the Terms of Use) and perform one of the actions (“**Action**”) listed below.

**2. Program Term.** The Program starts on November 27th, 2013 at 12:00 CET and ends on January 15<sup>th</sup>; 2014 at 12:00 CET (the “**Program Term**”). UBISOFT may extend, reduce, modify or discontinue the Program Term, at its sole discretion, at any time and without any liability to the User. In this event, UBISOFT will give a 5 (five) day prior notice before the extension or modification of the Program Term and a minimum of thirty (30) days’ notice prior to discontinuing the Program. All Uplay Units earned during previous Terms of the Program are carried over into the current Term, subject to the expiration and termination provisions below.

**3. Earning Uplay Units.** Earn Uplay Units by performing any of the Actions outlined below. Users will earn Uplay Units during the Program Term as follows:

Action	Uplay Units
As described within the Win section of the Uplay software	As described within the Win section of the Uplay software

It may take up to 96 hours after You perform an Action for the corresponding Uplay Units to appear in Your Account. UBISOFT reserves the right in its sole discretion to award Uplay Units at a later time/date if additional time is needed for any reason.

Once a User performs an Action, the validation of the potential Uplay Unit(s) earned may be subject to verification by Ubisoft, whose decisions on the outcome are in its sole discretion and are final and binding. Uplay Units may not be awarded until after the verification process is complete. Uplay Units are void if: (a) User is not an Account holder in good standing; (b) a User has not earned the Uplay Units in accordance with these Program Terms & Conditions and through legitimate channels; or (c) if the Uplay Units are counterfeit, altered, defective, tampered with or irregular in any way. You are responsible for

ensuring the accuracy of Your Account and You are encouraged to check Your Account regularly. If You believe that Uplay Units were not properly accrued to Your Account, You must contact UBISOFT's customer support teams promptly after having performed the Action and/or the award date. UBISOFT may require reasonable documentation to support Your claim. Uplay Units that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from such User's Account.

UBISOFT reserves the right in its sole discretion to add, remove or change the amount of Uplay Units awarded for Actions and well as the Actions You can perform to earn Uplay Units, at any time during the Program Term, even though these changes may affect Your ability to accrue Uplay Units.

**4. Redeeming Uplay Units for Rewards.** Use earned Uplay Units to obtain the following rewards (“Reward”) on the Uplay Website, located at [www.uplay.com](http://www.uplay.com), during the Program Term.

Uplay Units	Reward
0 Uplay Units	35 % off any UBISOFT digital title, with no minimum purchase (not applicable on pre orders, collectors, physical items or non-UBISOFT digital titles) – valid only the USA, Canada, Mexico, Brazil (altogether the “NCSA countries”) and in France, Germany, the United Kingdom, Spain, Italy, the Netherlands, Austria, Poland, Sweden, Norway, Denmark, Finland, Australia and Russia (altogether the “EMEA countries”)
100 Uplay Units	Enter into an instant-win sweepstake to get an AC4BF videogame on Xbox One game key – 100 keys for EMEA countries and 100 keys for NCSA countries
100 Uplay Units	Enter into an instant-win sweepstake to get an AC4BF videogame on PS4 game key – 100 keys for EMEA countries and 100 keys for NCSA countries
100 Uplay Units	Enter into an instant-win sweepstake to get an JustDance 2014 on Xbox One game key – 100 keys for EMEA countries and 100 keys for NCSA countries
100 Uplay Units	Enter into an instant-win sweepstake to get an JustDance on PS4 game key – 100 keys for EMEA countries and 100 keys for NCSA countries
100 Uplay Units	AC4BF season pass on Xbox One key – valid until 31/05/2014 – 100 keys for EMEA countries and 100 keys for NCSA countries
100 Uplay Units	AC4BF season pass on PS4 key – 100 keys for EMEA countries and 100 keys for NCSA countries

Users may use Uplay Units earned prior to the current Program Term to obtain the Rewards listed above, subject to the expiration and termination provisions below, to purchase UBISOFT digital products available for purchase on the Uplay Shop, located at <http://shop.ubi.com>. Users will not be able to use their Rewards on non-UBISOFT or non-digital products or outside the Uplay Shop.

UBISOFT reserves the right in its sole discretion to add, remove or change the Rewards at any time during the Program Term, even though these changes may affect a User's ability to accrue or use his/her Rewards.

**5. Unit Credit Rules and Restrictions.** The Program is provided to individuals only. Companies, associations or other groups may not participate in the Program. It is fraudulent for any individual, company, association or group to direct, encourage, or allow individuals to use a single Account for the purpose of accumulating points for combined use.

Unless and until (i) the Program is terminated pursuant to the Program Terms & Conditions herein or (ii) Your Account is terminated, Units shall remain redeemable for two (2) years from a Your last activity within Your Account. After this date, the Units accrued on Your Account will expire without prejudice to You.

YOU SHALL NOT TRANSFER OR OTHERWISE EXCHANGE UPLAY UNITS TO OTHER USERS OR TO OTHER ACCOUNTS. UBISOFT ALSO PROHIBITS AND DOES NOT RECOGNIZE ANY PURPORTED TRANSFERS OF UPLAY UNITS FOR ANY REASON. FAILURE TO COMPLY WITH THIS PROVISION CONSTITUTES A MATERIAL BREACH AND MAY RESULT IN THE TERMINATION OF YOUR ACCOUNT. YOU UNDERSTAND THAT UBISOFT MAY WITHDRAW FROM YOUR ACCOUNT WITHOUT PREJUDICE, AT ANY TIME AND WITHOUT PRIOR NOTICE, ANY UPLAY UNITS OBTAINED BY ANY MEANS THAT VIOLATE THESE UPLAY UNITS REWARD PROGRAM TERMS OR UBISOFT'S TERMS OF USE.

**6. Uplay Units have no real value.** Notwithstanding any provision to the contrary contained in these Program Terms & Conditions or the Terms of Use, Uplay Units, or any other terminology used to describe such, represent limited license rights governed solely under these Program Terms & Conditions and the Terms of Use, have no monetary or "real world" value and may in no event be exchanged or redeemed for any sum of "real world" currency (cash) or in kind.

Uplay Units do not constitute property of a User and may be revoked at any time by UBISOFT. Your only recourse for using Uplay Units is to obtain the specific Rewards of online services or digital products that UBISOFT offers for Units redemption. Unused Uplay Units are not refundable. UBISOFT may further restrict the Uplay Unit Reward and redemption offers based on Your country of residence. UBISOFT encourages You to redeem Your Uplay Units as Uplay Units Rewards and redemption offers may be limited in time and scope. The scope, variety, and type of Rewards offered may change at any time, at UBISOFT's discretion. UBISOFT has no obligation to continue making Rewards.

**7. Access to Uplay Units.** UBISOFT may cancel, suspend, or otherwise limit Your access to Your Uplay Units, the Program and/or Your Account if we suspect fraudulent, abusive, or unlawful activity and/or activity that is contrary to the Program Terms & Conditions. Such limitations may include applying limits to: (i) the number of Uplay Units you may have credited to your Account at one time; (ii) the number of Uplay Units you may obtain through Actions in a given time period (for example, one day); and (iii) the number of Uplay Units you may redeem for Rewards within a given time period.

When UBISOFT cancels, suspends, or otherwise limits Your access to this Program and/or your Account, Your right to use your Uplay Units immediately ceases. Should UBISOFT delete Uplay Unit(s) from Your Account pursuant to these Program Terms & Conditions, UBISOFT will not reinstate them, except at UBISOFT's sole discretion.

UBISOFT will use reasonable efforts to investigate Uplay Units that are subject to access limitations and to reach a final decision on the limitations promptly.

**8. Removal of Uplay Units.** If UBISOFT posts Uplay Units to your Account for activity that is subsequently voided, canceled or involves a returned item that constituted an Action, UBISOFT may remove those Uplay Units from Your Account.

**9. Revision of Uplay Units Reward Program Terms.** UBISOFT reserves its right to change, modify, add or delete the clauses of these Program Terms & Conditions at any time, temporarily or permanently and entirely at its own discretion. UBISOFT will inform you of any change, modification, addition or deletion to these Uplay Units Reward Program Terms & Conditions by posting new Uplay Units Reward Program Terms & Conditions on this website, and by posting a notification informing the user of the occurrence of the change, modification, addition or deletion. Any change, modification, addition or deletion will come into force five (5) working days after the publication of said notification. If You do not agree to the changes made to these Program Terms & Conditions, You will not be deemed to be participating in the Program. Opting-out of the Program may result in the loss of all accumulated Uplay Units and other Rewards. Users who opt out, then sign back into the Program may be treated as a new User.

**10. Termination of the Program.** UBISOFT may, at its own discretion and without any prior notice, cancel or suspend the Program for any reason with or without cause, even though termination may affect Your ability to accrue or use Your Units. In the event of the Program's early termination, notwithstanding anything to the contrary in these Program Terms & Conditions Users will have at least 30 days from the date such termination is announced to redeem their Uplay Units for Rewards.

YOU ACKNOWLEDGE THAT UBISOFT IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED OR EXPIRED UPLAY UNITS OR WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

**11. Miscellaneous**

These Program Terms & Conditions incorporate by reference the Terms of Use <http://www.ubi.com/UK/Info/Info.aspx?tagname=TermsOfUse> and Ubisoft Privacy Policy <http://www.ubi.com/UK/Info/Info.aspx?tagname=PrivacyPolicy> ("Privacy Policy"), and You should review both documents, including without limitation, the sections in the Terms of Use detailing Ubisoft's' policies regarding user conduct, virtual currency, limitation of liability, dispute resolution and modification and/or termination of the Terms of Use, and the sections regarding use of your personal information in the Privacy Policy.

All questions or disputes regarding eligibility for the Program, earning or redemption of Uplay Units or a User's compliance with these Program Terms and Conditions will be resolved by UBISOFT in its sole discretion. Nothing in these Program Terms and Conditions shall be deemed to exclude or restrict any of Your statutory rights as a consumer.