# UBISOFT "GHOST RECON" SWEEPSTAKES OFFICIAL RULES NO PURCHASE NECESSARY TO ENTER OR WIN.

**SWEEPSTAKES DESCRIPTION:** The Ubisoft "Ghost Recon" Sweepstakes is a random chance Sweepstakes in which consumers, ages 17+, residing in the 50 United States, District of Columbia, and Canada (excluding Quebec) are invited to post a reply or comment on Instagram, Twitter and Twitch during specified dates to be eligible.

1) SWEEPSTAKES PERIOD: The Ubisoft "Ghost Recon" Sweepstakes (the "Sweepstakes") starts on March 26, 2020 at 9:00:00 AM Pacific Time ("PT") and ends on March 29, 2020 at 11:59:59 PM PT (the "Sweepstakes Period" or "Promotion Period"). During the Sweepstakes Period there are a series of Events ("Events") which start and end on/or about the dates and times noted below:

EVENT	Start	End
Lil Wayne	March 26	March 29
	9:00:00 am PT	11:59:59 pm PT
Ghost Recon Twitter	March 26	March 29
	9:00:00 am PT	11:59:59 pm PT
Ubisoft News on LiveStream	March 27	March 27
	10:00:00 PT	11:59:59 PT

Sponsors clock is the governing clock for all times.

**2) ELIGIBILITY:** The Sweepstakes is open to legal residents of the United States, District of Columbia and Canada (excluding Quebec) who are a minimum of 17 years of age at the time of entry. Employees of Ubisoft (the "Sponsor"), and its parent company, related subsidiaries and affiliated companies, and advertising and promotion agencies including Marden-Kane, Inc. (the "Administrator") and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively "Released Entities"), and the immediate families (spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the above, are not eligible to enter or win a prize. Each Entrant by participating in the Sweepstakes agrees to be bound by the Official Rules and that of the Sponsor's decisions. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

Entrants under the age of majority in their jurisdication of residence must have permission from a parent or legal guardian to enter this Sweepstakes. Sponsor reserves the right to verify an individual's eligibility to participate in the Sweepstakes and request parental/guardian consent. The parent or legal guardian of an Entrant under the legal age of majority in his/her jurisdiction of residence (a) will ensure that the Entrant will comply with these Official Rules; and (b) agrees to these Official Rules on behalf of himself/herself and ratifies the Entrant's acceptance of these Official Rules. An Entrant's parent or legal guardian must agree to indemnify the Released Parties (as defined below) for and against: (a) any claims made by you or your family against the Released Parties in connection with the Sweepstakes; and (b) any losses (including any liability) caused by any of your conduct which is inconsistent with these Official Rules.

**3) HOW TO ENTER:** During the Sweepstakes Period, there are three (3) ways to submit your entry: via Instagram, Twitter or Twitch. To enter the Sweepstakes you'll first need to become a registered user of <a href="www.Instagram.com">www.Instagram.com</a> ("Instagram"), <a href="www.Twitter.com">www.Twitter.com</a> ("Twitter") and/or <a href="www.Twitch.com">www.Twitch.com</a> ("Twitch"). Once you become a member and log in, your account and entry must be set to "public", if applicable. There is no fee or charge to become a Registered User. By submitting your information and creating an account, you agree to the respective terms of use and privacy notice of the respective social media channel/app. If you do not agree to such terms of use and privacy notice, you cannot create a respective account, or participate in this Sweepstakes. You can return your account and entry to "private" anytime <a href="mailto:after.com">after</a> the winner announcement.

All entry information, videos, tweets and posts shall be collectively referred to herein as the "Entry". Submissions must comply with the Guidelines and Restrictions defined below.

Limit of **one (1)** Entry per social media channel/app noted below during the duration of the entry Submission Period. A maximum total of **four (4)** Entries per person allowed. If multiple entries are submitted per social media channel/app, only the first Entry received (on the respective channel/app) will be eligible, all other entries will be disqualified.

#### To Enter with Lil Wayne:

#### via Instagram:

- 1. Go to <a href="www.instagram.com">www.instagram.com</a> and log into your Instagram account.
  - a. You must follow @LilWayne
- 2. Post a comment on Lil Wayne's Sweepstakes post with #GRSweepstakes.
- 3. Instagram account must be set to public.

#### via Twitter:

- 1. Go to www.twitter.com and log into your Twitter account.
- 2. Twitter account must be set to public.
  - a. You must follow @LilWayne
- 3. Reply to Twitter post with **#GRSweepstakes**.

### **To Enter with Ghost Recon:**

#### via Twitter:

- 4. Go to <a href="www.twitter.com">www.twitter.com</a> and log into your Twitter account.
- 5. Twitter account must be set to public.
  - a. You must follow @GhostRecon
- 6. Reply to Twitter post with #GRSweepstakes.

## To Enter via Twitch:

- 1. Go to www.twitch.tv/ubisoft.
- 2. Comment on video during livestream including **#GRSweepstakes**.

# Entries submitted that do not include #GRSweepstakes will <u>NOT</u> be eligible for entry into the Sweepstakes.

Usage of Instagram, Twitter and Twitch may require a mobile device and therefore you may be charged for standard data rates or fees for text messages sent and received from your mobile device according to the terms and conditions in your agreement with your wireless carrier. You agree to incur any and all

charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

The person submitting the Entry must be both the Entrant and the authorized account holder of such Instagram, Twitter or Twitch account, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized holder of the Instagram, Twitter or Twitch account used for entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such Instagram, Twitter or Twitch account. The "authorized account holder" is the natural person assigned to the applicable Instagram, Twitter or Twitch account by the applicable service provider. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes his or her Instagram, Twitter or Twitch account during the Sweepstakes Period. Proof of submission of an Entry does not constitute proof of delivery of Entry. Multiple accounts may not be used and anyone found to use multiple accounts to enter will be deemed ineligible.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY (INCLUDING YOUR USERNAME AND PROFILE PICTURE) MAY BE POSTED ON INSTAGRAM, TWITTER OR TWITCH AND/OR SPONSOR'S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS INSTAGRAM, TWITTER OR TWITCH AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.

**4) DRAWING:** A random drawing will be conducted on or about March 30, 2020, under the supervision of Marden-Kane, Inc., an independent judging organization, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning a Prize depend on the number of eligible entries received.

Sponsor will contact the potential Winner via email. The potential Winner will be required to respond to the direction in the notification within 48 hours. Potential Winner will be required to complete and sign an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release (collectively the "Affidavit"), which must be returned within 24 hours of notification date or the potential Winner may be disqualified. In the event that a potential Winner cannot be contacted, fails to respond to a notification with the required time-frame or return of notification as undeliverable, or noncompliance with these Official Rules will result in such potential Winner being disqualified.

#### 5) PRIZE:

• Three custom Xbox consoles will be awarded: One (1) from all entries submitted via Ghost Recon, one (1) from all entries submitted via Lil Wayne, and one (1) from entries submitted via Ubisoft News LiveStream.

Average Retail Value per Console: \$370usd.

Limit of one (1) prize per person no matter the method of entry.

No substitutions, or transfer of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, except as otherwise provided herein. Prize Winner is responsible for the payment of taxes on a prize and for any other costs and expenses associated with the acceptance and use of the prize.

In the event that any part of the prize cannot be fulfilled for reasons including, but not limited to, scheduling conflicts, cancellations, postponements, delays, an event of force majeure (any acts of God, natural catastrophes, public enemies, war, acts of terrorism, civil commotion, spreading disease,

pandemic, shutdowns, quarantines, curfews, riot, strikes or labor difficulties, lockout, judicial or government order, or other requirement of law, or national emergencies or any other cause beyond Sponsors' reasonable control), or for any other reason whatsoever, then the remaining components of the Prize constitute full satisfaction of Sponsors' prize obligation to the Grand Prize Winner, and no other additional compensation will be awarded.

- **6) GENERAL:** This Sweepstakes is subject to the laws of the United States. Except as determined by the Sponsor in its sole discretion, no substitution of the prize shall be offered and no transfer of the prize to a third party is permitted. All federal, state, and other tax liabilities arising from the prize are the sole responsibility of the prize winner. No more than the listed number of prizes will be awarded.
- 7) CONDUCT: By entering into this Sweepstakes and/or receiving a prize, entrants/winners agree to be bound by these Official Rules and the decisions of the Administrator and the Sponsor, which shall be final and binding in all respects and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. These Official Rules are accessible at <a href="https://www.ghostrecon.com/xboxgiveaway">www.ghostrecon.com/xboxgiveaway</a> and throughout the Sweepstakes Period. Failure to comply with these Official Rules may result in disqualification. The Sponsor reserves the right, at its sole discretion, to disqualify any individual: (a) suspected of tampering with the entry process or the operation of the Sweepstakes; (b) to be acting in any manner deemed by the Sponsor to be in violation of the Official Rules; (c) to be acting in any manner deemed by the Sponsor to constitute unsportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8) LIMITATIONS OF LIABILITY: The Released Entities, Social Media Channels, and App assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials from the Sweepstakes. If, for any reason, the Sweepstakes is not able to run through completion for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event the Sweepstakes is cancelled, Sponsor reserves the right to judge all entries received and award the prize from among all eligible non-suspect entries received prior to the time of the action or event warranting such cancellation. With regard to this Sweepstakes, the Sponsor and/or Administrator will only contact the Entrant deemed a potential Winner for purposes of clearance and awarding of any prize. The Official Rules prevail should there be any conflict or uncertainty relating to the promotion based on information or advice provided by any of the Released Entities.

Entrants agree to be bound by these rules and consent to the use of their names, social media handle, address, voices, photographs, any statements made by Entrants, actual or simulated likenesses, and/or

biographical information for public relations, advertising and promotional purposes in perpetuity, throughout the universe, by Sponsor and its designees in any and all media, whether now known or hereafter devised, without notice or further compensation, unless prohibited by law.

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR THE SWEEPSTAKES ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

WAIVERS, DISCLAIMERS, RELEASES, INDEMNITY: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (US\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (US\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. EACH PARTICIPANT AGREES (I) TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE SWEEPSTAKES ENTITIES WHICH ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS SWEEPSTAKES, AND (II) TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR LIABILITY IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE OR USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, ANY **ACTIVITY RELATED THERETO.** 

9) INTERNET: Releasees and any Internet access or service providers are not responsible for incorrect or inaccurate entry of entry information, human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access Web sites, or damage to a user's computer system (hardware or software) due to participation in this Sweepstakes. If Sponsor determines, in their sole discretion, that there is any suspected or actual electronic tampering with the Sweepstakes or if technical difficulties compromise the integrity of the Sweepstakes or if any noncompliance with the rules has occurred, Sponsor reserves the right to void the entries at issue and/or terminate the Sweepstakes and conduct a random drawing to award the Prizes using all eligible, non-suspect entries received in the applicable drawing pool as of the promotion end date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its end date, notice will be posted at www.80eighty.com. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor or its agents. Entries will be deemed

made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account" holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any online entries submitted by automated means, or third-party, will be disqualified. Entries will not be valid until received by Sponsor.

- **10) ADDITIONAL RULES RELATED TO RESIDENTS OF CANADA:** Potential Canadian Winners will be required to correctly answer a time limited mathematical skill testing question administered by mail or telephone prior to award of any prize.
- 11) PRIVACY: Administrator collects and processes Entrants' personal data on behalf of Sponsor to allow their participation in the Sweepstakes. The processing of Entrants' personal data is necessary to perform the contract they have entered into with Sponsor by accepting the Official Rules. Entrants' personal data will be accessible by Sponsor and Released Entites and will be stored until the end of the Sweepstakes. Where Entrants consented, their data may also be used for other purposes outside of the strict organization of the Sweepstakes and will be stored as long as Entrants agree to such uses. Sponsor or Released Entities may transfer Entrant's personal data 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 <a href="https://example.com/here-en-unitary-commission-here-en-unitary-c

Entrants can withdraw their consent at any time, request a copy, the deletion or rectification of their data, object to or request the restriction of their processing, and/or receive their information in portable form by contacting Sponsor's data protection officers here.

After contacting Sponsor's data protection officers, if Entrants are not satisfied with the way Sponsor handled their request, Entrants may address a complaint to the regulatory authority of their country.

- **12) JURISDICTION**: The Sweepstakes is governed by the laws of the United States. All applicable federal, provincial, state and local laws and regulations apply. The construction, validity and interpretation of the Sweepstakes shall be governed by the laws of California, without giving effect to any choice of law or conflict of law rules. All disputes, claims and causes of action arising out of or related to the Sweepstakes shall be resolved by binding arbitration in California.
- **13) WINNER LIST:** To receive a copy of the Winner List, available after June 1, 2020, send an email with subject line: "#GhostRecon Sweepstakes" to <a href="winnerslist@mkpromosource.com">winnerslist@mkpromosource.com</a>. All such requests must be received by June 25, 2020.

#### 14) SPONSOR/ADMINISTRATOR:

Sponsor: Ubisoft, 625 Third Street San Francisco, CA 94107.

Administrator: Marden-Kane, Inc., 575 Underhill Blvd, Suite 222, Syosset, NY 11791.

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