

## “Asphalt Battle” Event Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**INTERNET ACCESS, VALID E-MAIL AND FACEBOOK ACCOUNT NECESSARY TO PARTICIPATE.**

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

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. Gameloft's "Asphalt Battle" (Event) will begin at 04:00 p.m. GMT on April, 13, 2016 and end at 04:00 p.m. GMT on April, 26, 2016 ("Event Period"). Event is sponsored by Gameloft Inc. ("Sponsor").

**Eligibility:** Event is open to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Brazil, Italy, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Event would be prohibited by law) who are at least thirteen (13) years old at the time of entry, who have an existing Internet connection and who did not purchase any products, services or equipment for the purposes of entering this Event. Employees of Sponsor and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members (any person living in the same household of any of the foregoing for at least four (4) of the twelve (12) months preceding the start of the Event) of each such employee are not eligible. The Event is subject to all applicable federal, state, provincial and local laws and regulations. If it is found that a person who does not meet the eligibility criteria set forth in these Official Rules has submitted an entry, that entry will be deemed ineligible and any prize awarded to such entrant shall be revoked. **Void where prohibited by law.**

**Sponsor:** This event is sponsored by Gameloft Inc., 315 W36th, New York, NY 10018, USA. 10010. This Sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook.

**To Enter:** During the Event Period, you must:

- 1/ Record your race in the Season 9 of Asphalt 8: Airborne, with the Lamborghini Sesto Elemento (the "Video");
- 2/ Upload and post the Video on YouTube (or any other video sharing web-site) with the Hash Tag "#AsphaltBattle" in the title of your video. You can also straightly upload it on Facebook.
- 3/ Comment with your video (or the link to your video) on the Event Post at <https://www.facebook.com/notes/asphalt/asphalt-battle-win-up-to-6500-tokens/1064707506932926> . Add the Hash Tag "#AsphaltBattle" with your submission. However, your submission won't be discarded if you forget to add this hash tag.

If you achieve a better time than 1:01:314 Minutes, you will be eligible to win the Grand Prize, as more particularly described in Prizes section, (the "Eligible Grand Prize Entrants").

If you don't achieve a better time than 1:01:314 Minutes, you will be eligible to win the Consolation Prize, as more particularly described in Prizes section, (the "Eligible Consolation Prize Entrants").

The Race of Anthony can be viewed here: <https://youtu.be/B-NHKY87M18>

If you do not have an account on Facebook, you must create one by following instructions on Facebook.com. Creating an account is free.

If you are going to use a video sharing website, such as YouTube, you must create one by following instructions on that website.

Follow these tutorials to learn how to record your video:

With Replay Kit:

<http://forum.gameloft.com/viewtopic.php?f=1553&t=347784&p=2018578#p2018578>

Without Replay Kit:

<http://forum.gameloft.com/viewtopic.php?f=1553&t=347776>

### **Content Restrictions:**

- The Submission must be your original creation and not subject to any third party interests (other than Sponsor's);
- The Submission cannot have been previously submitted in a promotion of any kind or exhibited or displayed publicly through any means.
- The video must not be edited with any video editing program.
- Submissions to the AsphaltBattle Event that Gameloft feel, for any reason, do not qualify as a stunt will be disqualified from the competition.
- The Submission must be your original creation and not subject to any third party interests (other than Sponsor's).
- The Submission cannot have been previously submitted in a promotion of any kind or exhibited or displayed publicly through any means.

*Limit:* Each entrant may submit one (1) Submission during the Event Period. Multiple Submissions received from any person or email address after the first Submission received from that person or email address will be void. Any attempt by any person to enter more than one (1) Submission by using multiple/different email addresses, identities, registrations, or any other methods will void all Submissions entered by that person and that person, at the sole discretion of Sponsor, may be disqualified from the Event. Use of any automated system or similar devices to participate is prohibited and will result in disqualification.

*For all Submissions:* The person who is the authorized account holder of the Account that is used to post a Submission will be deemed to be the entrant. Entrant is solely responsible for obtaining any and all permissions and clearances to the text, art work, names, themes, ideas, and all other materials, created, developed or used by entrant in a Submission. If requested by Sponsor, entrant must be able to provide such permissions and clearance in a form acceptable to Sponsor. In the event there is a conflict between the Facebook Terms and Conditions and these Official Rules with regard to this Event, these Official Rules shall prevail. Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, adapt, broadcast, license, create derivative works from the Submission, license, post, sell, translate, distribute and perform and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for commercial, promotional, marketing or any other purposes. Entrant gives up and releases any claim that any use by Sponsor or its designees of any Submission violates any of entrant's rights, including but not limited to moral rights,

privacy rights, rights to publicity, proprietary or other rights, or rights to credit for the material or ideas set forth therein. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 8, below) are not responsible for any hardware or software malfunctions, or any lost, late, stolen, intercepted, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of the entries for which will be void. Proof of submission of a Submission to the Event is not proof of delivery or receipt of an entry by Sponsor.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to create the applicable Account used to upload such Submission will be deemed to be entrant and must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winners may be required to show proof of being the authorized account holder.

**Agreement to Official Rules:** Entry and participation in this Event constitutes participant’s full and unconditional agreement (and permission of an entrant under the age of majority in his/her state or country of residence (a “Minor”) to enter and participate in this Event constitutes such Minor’s parent/legal guardian’s full and unconditional agreement on behalf of themselves and the Minor participant) to abide by these Official Rules (exact compliance is essential) and accept the decisions of Sponsor and its agents as final and binding in all matters related to this Event. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Drawing and Notification:** At the end of the Event Period, Sponsor will select in a random drawing amongst all successful entries received during the Event Period:

- i) Five (5) Grand Prize Winners amongst all entries of Eligible Grand Prize Entrants
- ii) Ten (10) Consolation Prize Winners amongst all entries of Eligible Grand Prize Entrants.

An entry will be deemed to be received on the date an entrant comments under the Event post with the link to his video. The odds of winning will depend on the total number of successful entries received. Winners will be announced on the Facebook page of Asphalt 8: Airborne and notified by telephone, private message on Facebook, private message on YouTube, email and/or mail. If there are an insufficient number of entries, Sponsor reserves the right not to award all the prizes. Judges' decisions in all matters relating to this Event are final.

**Prizes:**

- Five (5) Grand Prize Winners will receive Six Thousand and Five Hundred Tokens (6,500) to be used in Asphalt 8 game (Approximate Retail Value of US\$ 79).
- Ten (10) Consolation Prize Winners will receive Two Thousand Tokens (2,000) to be used in Asphalt 8 game (Approximate Retail Value of US\$ 30).

**Prize Conditions:** Winners are solely responsible for all applicable federal, state, and local taxes associated with the receipt of any prize. **The prize winner address cannot be a P.O. Box.** If a prize is won by a minor, it will be awarded to a parent or legal guardian who must sign and return all required documents. The winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release, and return it within fourteen (14) calendar days of the date of prize notification. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, or if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return all required documents within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor’s sole discretion, an alternate winner may be selected for the prize at issue. The winner’s entry in the Event and

acceptance of the prize offered constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, and voice and address (city and state) in all forms of media, in perpetuity, without notice, further permission, or compensation.

No assignment, transfer, cash redemption of any prize, in whole or in part is permitted. No prize substitution except by Sponsor due to unavailability or security or safety considerations as solely determined by Sponsor, in which case a prize of comparable or greater value will be awarded.

Grand Prize winner will be issued an IRS 1099 Form for the fair market value of the prize.

**Terms & Conditions:** This Event is subject to all applicable federal, state, and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in the Event or these Official Rules. Entrants also consent to the use of the personal data they submit to be used solely by the Sponsor and affiliated partners for marketing purposes, statistical analysis, or customer relations. This information will never be sold or shared with third parties (other than the Event Entities) and all entrants will be given the opportunity to opt-out at any time. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Event Entities from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of any prize offered, or participation in this Event. Any person attempting to defraud or in any way tamper with the Event mechanics and/or implementation will be prosecuted to the full extent of the law.

**Release:** By receipt of any prize, winners agree to release, discharge, indemnify and hold harmless Sponsor from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of any prize offered, or participation in this Event.

**Limitations of Liability:** If for any reason this Event is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Event, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Event in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) the termination or suspension date. Event Entities assume no responsibility for any error, omission, interruption, deletion, defect, or delay in the operation or transmission of messages or game downloading, or communications in line failure. Event Entities are not responsible for any problems or technical malfunction of any wireless network, failure of any entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the wireless network, including any injury or damage to participant's or any other person's cell phone relating to or resulting from participation in this Event or downloading any materials in or relating to this Event. Sponsor is not responsible for phone numbers and/or other contact information which changes before the drawing takes place. In the event of a dispute over who submitted a wireless entry, such entry will be declared made by the authorized account holder of the telephone number, pager number or e-mail address submitted at the time of entry. An "authorized account holder" is defined as the natural person who is assigned to a telephone number, pager number or e-mail address by a telephone company, wireless service provider, Internet access provider, Internet service provider, or other organization (e.g. business, educational, government, institution, etc.) that is responsible for assigning telephone numbers, pager numbers, wireless phone numbers and, e-mail addresses, for the telephone exchange associated with the submitted telephone or pager number or the domain associated with the submitted telephone, pager number or e-mail address, as applicable.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COUNTY COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY OF THE CONTROVERSY REGARDING THE EVENT AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE EVENT. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

**Winners List:** To request a list of winners' names, please send a self-addressed, stamped business size envelope, by May, 26, 2016 to: "Asphalt Battle Event" Winners' Confirmation, 315 W36th, New York, NY 10018, USA.

**Sweepstakes Administrator:** This Event is being administered by Gameloft Inc., 315 W36th, New York, NY 10018, USA. Gameloft Inc. is responsible for overseeing the awarding of prizes.

© 2016 Gameloft Inc. All Rights Reserved.