

## **Despicable Me: Minion Rush “Bananaversary” Contest 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 "Bananaversary" ("Contest") will begin at 04:00 p.m. GMT on June, 10, 2016 and end at 04:00 p.m. GMT on June, 20, 2016 ("Contest Period"). Contest is sponsored by Gameloft Inc. ("Sponsor").

If you are between the age of 13 and 18, please obtain your parents' permission prior to entering to the Contest.

**Eligibility:** Contest is open to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Italy, Brazil, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Contest 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 Contest. Employees of Sponsor and any of their respective 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 Contest) of each such employee and any other entity engaged in any way in the development, production, printing, distribution or execution of this Contest (collectively, the "Contest Entities") are not eligible. If it is found that a person who does not meet the eligibility criteria set forth in these rules has submitted an entry, that entry will be deemed ineligible and any prize awarded shall be revoked. All federal, state and local laws and regulations apply. **Void where prohibited by law.**

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

**Universal Pictures, a division of Universal City Studios LLC, and its parents, subsidiaries and affiliates (collectively, the "Universal Parties") are not responsible for the administration of the Contest, the collection of entries, conduct of draws, or the fulfillment of prizing. Any questions you have regarding the Contest should be directed to Sponsor and not to the Universal Parties.**

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

1/ Draw your favorite in game Minion or Costume on a Banana.

2/ Upload and post the picture of your Banana on the Facebook Contest Post with the Hash Tag "#Bananaversary".

You must complete both steps to successfully submit your Picture (your "Submission"). Only successful Submissions will constitute valid entries. Only valid entries will be eligible to win a Prize, as more particularly described below.

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

By uploading your Submission, you represent and warrant that your Submission conforms to the Submission Guidelines and Content Restrictions (collectively, the "Submission Requirements") set forth below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Submission Requirements.

### **Submission Requirements:**

#### Submission Guidelines:

- 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.

#### Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- The Submission must not contain brand names or trademarks (including logos).
- The Submission must not contain material that is harmful, abusive, vulgar, sexually explicit, inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libellous or, in a reasonable person's view, otherwise offensive or objectionable.
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Submission cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous.
- The Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Universal Parties, and any of their parents, subsidiaries and affiliates wish to associate.
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.

**Entering the Contest does not create or confer any license, right or ownership interest under any copyright, trademark or other intellectual property laws in or to any intellectual property owned and/or controlled by the Universal Parties.**

Each entrant may enter only one Submission during the Contest Period. Any attempt by any person to enter more than one entry by using multiple/different email addresses, identities, registrations, or any other methods will void all entries entered by that person and that person, at the sole discretion of Sponsor, may be disqualified from the Contest. Use of any automated system or similar devices to participate is prohibited and will result in disqualification.

Sponsor is not responsible for Internet malfunctions, failures or difficulties of any kind, or for illegible, damaged, lost, late, misdirected, incomplete or postage due mail or entries. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to disqualify any

person or address suspected of submitting fraudulent entries or of tampering with the entry process. All entries become the property of the Sponsor and will not be returned.

**Agreement to Official Rules:** Entry and participation in this Contest constitutes entrant'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 Contest 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

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

- i) One (1) Grand Prize Winner; and
- ii) Two (2) Consolation Prize Winners

An entry will be deemed to be received on the date the entrant uploads and posts his/her Submission on the Facebook Contest Post. The odds of winning will depend on the total number of successful entries received. Winners will be announced on the Facebook page of Despicable Me: Minion Rush and notified by telephone, private message on Facebook, 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 Contest are final.

**Prizes:**

- One (1) Grand Prize Winner will receive Three (3) Blueprints, to be used in Despicable Me: Minion Rush (Approximate Retail Value of US \$30).
- Two (2) Consolation Prize Winners will receive One (1) Blueprint each, to be used in Despicable Me: Minion Rush (Approximate Retail Value of US \$10).

Blueprints refer to one of the virtual currencies of Despicable Me: Minion Rush.

**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 Contest 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 winners will be issued an IRS 1099 Form for the fair market value of the prize.

**Terms & Conditions:** This Contest 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 Contest 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 Contest 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 Contest 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 Contest. Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will be prosecuted to the full extent of the law.

**Release:** ENTRANT (AND ENTRANT’S PARENT/LEGAL GUARDIAN, IF ENTRANT IS A MINOR), BY ENTERING THIS CONTEST, AGREES THAT SPONSOR, FACEBOOK, INC., THE UNIVERSAL PARTIES, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY’S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “RELEASED PARTIES”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, DAMAGES, CLAIMS OR ACTIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM RECEIPT, ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY.

IF ENTRANT IS A MINOR, BY ENTRANT’S ENTRY INTO THIS CONTEST, ENTRANT’S PARENT OR LEGAL GUARDIAN FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH WHICH MAY BE SUFFERED BY THE MINOR OR ANY THIRD PARTY.

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor reserves the right, in its sole discretion, to disqualify persons whose eligibility is in question or who cannot or do not comply with these Official Rules, or for any other reason whatsoever. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the submission process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys’ fees) from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All decisions of Sponsor on all matters relating to this Contest are final.

**Entrant's Representations and Warranties; Indemnity:** By entering this Contest, entrant (and such entrant's parent/legal guardian, if an entrant is a Minor) represents and warrants to Sponsor that (i) entrant is a legal residents of the fifty (50) states (including the District of Columbia) of the United States or Canada (excluding Quebec) and is at least eighteen (18) years old at the time of entry or if he/she is between thirteen (13) and eighteen (18), that he/she has received his/her parents' permission; (ii) entrant did not purchase any products, services or equipment for the purposes of entering this Contest; (iii) entrant has the right and authority to enter into this Contest, to fully perform all obligations hereunder, and to transfer all rights hereunder; (iv) entrant's Submission and all elements thereto (other than those elements, if any, provided to entrant by Sponsor) are wholly owned original works of authorship developed or created by entrant; (v) the Submission does not and will not infringe upon the copyrights, trademarks, trade names or other proprietary rights of any third party; (vi) entrant shall comply with all applicable laws and regulations and shall ensure that entrant's Submission is in compliance thereto; (vii) the Submission and entrant's participation in this Contest are not in violation of any agreement or restrictions binding upon entrant; and (viii) entrant's Submission shall conform to these Official Rules. Entrant (and such entrant's parent/legal guardian, if an entrant is a Minor) agrees to defend, indemnify and hold the Released Parties harmless from and against any and all liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees), arising out of any breach of any of entrant's representations or warranties under these Official Rules or any violation by entrant of these Official Rules.

**Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, intercepted, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any third party use of any Submission.

**Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but shall specifically exclude attorneys' fees; and (3) 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. Each of the parties hereto submits itself to the exclusive jurisdiction and venue of the United States District Court of New York. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

**Personal Information:**

The personal Information collected from entrant for this Contest is subject to Sponsor's Privacy Policy (<http://www.gameloft.com/index.php?platform=gameloft&section=privacy>).

**Winners List:** To request a list of winners' names, please send a self-addressed, stamped business size envelope, by June, 20, 2017 to: "BananaVersary" Winners' Confirmation, 315 W36th, New York, NY 10018, USA.

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

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