

## **“Gameloft DH5 WeChat & Weibo” Contest Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. INTERNET ACCESS AND VALID E-MAIL ACCOUNT NECESSARY TO PARTICIPATE.**

**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. “Gameloft DH5 WeChat & Weibo” contest ("Contest") will begin at 3:00 pm UTC+08:00 time on December 26<sup>th</sup>, 2016 and end at 3:00 pm UTC+08:00 time on January 2<sup>nd</sup>, 2016 ("Contest Period"). Contest is sponsored by Gameloft Inc. ("Sponsor").

**Eligibility:** The Contest is open to all open only to individuals (excluding residents of the province of Quebec in Canada, Italy, Cuba, Iran, Syria, North Korea, 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, except employees (and immediate family members spouse and children, parents, in-laws and siblings and spouses of the foregoing or anyone living in households of such employees) of Sponsor, its parent, subsidiaries, affiliates and its advertising, Contest or promotion agencies, and any other entity engaged in any way in the development, production, printing, distribution or execution of this Contest (collectively, the “Contest Entities”). 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.**

**To Enter on WeChat:** Follow the DH5 official WeChat social channel by scanning the QR code. For WeChat:

- a) You will receive a message automatically after following the DH5 official WeChat;
- b) You need to reply «I am in» to the message to enter the contest.

**To Enter on Weibo:** Follow the DH5 official Weibo social channel. For Weibo:

- a) The in-game news will redirect you to Weibo page ([http://weibo.com/p/1006066029758456/home?from=page\\_100606&mod=TAB#place](http://weibo.com/p/1006066029758456/home?from=page_100606&mod=TAB#place));
- b) Repost the announcement post of the contest to enter.

You can invite your friends on WeChat and/or Weibo to participate to this Contest. Each participant may submit only one entry during the Contest Period. Any attempt by any person to enter 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.

Contest Entities are 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. Contest Entities reserve 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 Contest Entities and will not be returned.

**Agreement to Official Rules:** Entry and participation in this Contest 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 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:** Twenty (20) Prize Winners, (ten (10) Prize Winners each from WeChat and Weibo), for Thirty (30) gems from all successful entries received during the Contest Period in a random drawing on or about December 26<sup>th</sup>, 2016.

An entry will be deemed to be received on the date a participant fills out the online entry form. The odds of winning will depend on the total number of successful entries received.

Winners will be notified, after the event, in a post on both channels. If there is 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:** Twenty (20) prizes of Thirty (30) Gems for each player. The Contest Approximate Retail Value ("ARV") is ¥160.

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

**Terms & Conditions:** This Contest is subject to all applicable 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. Winner 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:** 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 Contest.

**Limitations of Liability:** If for any reason this Contest 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 Contest, 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 Contest 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. Contest 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. Contest 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 Contest or downloading any materials in or relating to this Contest. 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 CONTEST 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 CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. 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 December 26<sup>th</sup>, 2017, to: "Gameloft DH5 WeChat & Weibo Contest" Winners' Confirmation, 45 W. 25<sup>th</sup> St., 9<sup>th</sup> Floor, New York, NY 10010.

**Sponsor:** This Contest is sponsored by Gameloft Inc., 45 W. 25<sup>th</sup> St., 9<sup>th</sup> Floor, New York, NY 10010. This Sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook.

**Contest Administrator:** This Contest is being administered by Gameloft Inc., 45 W. 25<sup>th</sup> St., 9<sup>th</sup> Floor, New York, NY 10010.