

## **“DML – The dynamic Dragon Duo Instagram Sweepstake” Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER; FEW WILL WIN. 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's "DML – The dynamic Dragon Duo Instagram Sweepstakes" ("Sweepstakes") will begin at 08:30 a.m. PST on February 10, 2017 and end at 08:30 a.m. PST on February 14, 2017 ("Sweepstakes Period"). Sweepstakes is sponsored by Gameloft Inc. ("Sponsor").

**Eligibility:** Sweepstakes is open to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Italy, Brail, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Sweepstakes would be prohibited by law) who are at least thirteen (13) years old or who are over the legal age of majority in the country of residence where required by law 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 Sweepstakes. 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 Sweepstakes) of each such employee and any other entity engaged in any way in the development, production, printing, distribution or execution of this Sweepstakes (collectively, the "Sweepstakes 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.

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

**To Enter:** During the Sweepstake Period, go to Dragon Mania Legends' Instagram page at [www.instagram.com/dragonmanialelegends](http://www.instagram.com/dragonmanialelegends), follow the @dragonmanialelegends account, post a picture on your Instagram profile of two dragons in the breeding den who you think would make the perfect couple and add in your post description the hashtag #DMLDynamicDuo in order to participate, make sure your photo is set to public, otherwise it will not be an eligible entry. If you do not have an account on Instagram, you must create one by following instructions on Instagram.com. Creating an account is free. Once logged in, go to [www.instagram.com/dragonmanialelegends](http://www.instagram.com/dragonmanialelegends) and follow the @dragonmanialelegends account. To enter the Sweepstakes post a picture on your Instagram profile of two dragons in the breeding den who you think would make the perfect couple and add in your post description the hashtag #DMLDynamicDuo, make sure your photo is set to public otherwise it will not be an eligible entry (the "Submission"). Post your picture with the said hashtag to receive one entry into the Sweepstakes.

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 Sweepstakes if it believes, in its sole discretion, that your Submission fails to conform to the Submission Requirements. Entries submitted will not be returned.

### *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 other than Sponsor mark, which entrant has a limited license to use in the Submission for the sole purpose of creating and uploading a Submission in this Sweepstakes;
- The Submission must not contain indecent or unsafe behavior or situations, profanities or material that is harmful, abusive, vulgar, sexually explicit, inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous 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; and
- 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.
- The Submission must not contain material that disparages any person or organization;
- The Submission must not contain material that references persons or organizations without their written permission;
- The Submission must not contain material that is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations;
- The Submission must not contain anything that is determined to damage or diminish the goodwill of the Sweepstakes Entities, as determined by such entities solely in their respective discretion; and
- The Submission must comply with the Terms and Conditions, as well as any guidelines, posted by Instagram.

*Limit:* Each entrant may submit one (1) Submission during the Sweepstakes Period. Multiple Submissions received from any person after the first Submission received from that person will be void. Any attempt by any person to enter more than one (1) Submission by using multiple/different, 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 Sweepstakes. 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 Instagram Terms and Conditions and these Official Rules with regard to this Sweepstakes, 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. Posting a Submission constitutes Entrant's consent (and permission of an entrant under the age of majority in his/her state or country of residence (a "Minor") to post a Submission constitutes such Minor's parent/legal guardian's full and unconditional agreement on behalf of themselves and the Minor participant) to and authorize Sponsor to, in any manner, use and/or edit Entrant's image, likeness, voice, in-game nickname, name, creation, gameplay and/or photograph for the purpose of the Sweepstakes. 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 Sweepstakes 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 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.

Sweepstakes 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. Sweepstakes 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 Sweepstakes Entities and will not be returned.

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

**Drawing and Notification:** One (1) Grand Prize Winner will be selected from all successful/valid entries received during the Sweepstakes Period in a random drawing on or about February 14, 2017 at 9.00 a.m. PST.

Entrants cannot win multiple prizes.

An entry will be deemed to be received on the date an entrant fills out the online entry form. The odds of winning will depend on the total number of successful entries received. Winners will be notified by private message. Upon initial notification and verification of potential winners, confirmation will be sent to the

winners in writing private message. 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 Sweepstakes are final.

If a Winner cannot be contacted within a reasonable time period or is not in compliance with these Official Rules, such Winner will be deemed to have forfeited the prize, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. If the Winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, at Sponsor's sole discretion. Only three (3) alternate Winners will be selected through the process described in the preceding sentence, after which the applicable prize will not be awarded.

**Prizes:**

- One (1) Grand Prize Winner will receive one (1) Archangel Dragon to be used in the game Dragon Mania Legend with a value of three thousand seven hundred and fifty (3750) gems (in-game currency) which approximate a real value of one hundred US Dollars (US\$100).

Grand Prize Average Retail Value (ARV) is approximately one hundred US Dollars (US\$100).

The Sweepstakes Approximate Retail Value ("ARV") is approximately one hundred US Dollars (US \$100).

**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 may 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes. Any person attempting to defraud or in any way tamper with the Sweepstakes 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 Instagram 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 Sweepstakes.

**Limitations of Liability:** If for any reason this Sweepstakes 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 Sweepstakes, 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 Sweepstakes 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. Sweepstakes 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. Sweepstakes 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 Sweepstakes or downloading any materials in or relating to this Sweepstakes. Sponsor is not responsible for 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 Instagram account

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

ALL CLAIMS SHOULD BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

ALL CLAIMS, JUDGEMENTS AND AWARDS SHOULD BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT INCLUDE ATTORNEY'S FEES, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES AND WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**Winners List:** To request a list of winners' names, please send a self-addressed, stamped business size envelope, by March 7, 2017 to: "DML – The Dynamic Dragon Duo Instagram Sweepstakes" Winners' Confirmation, Gameloft Hungary, H-1093, Budapest, Közraktar utca 32.

**Sweepstakes Administrator:** This Sweepstakes 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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