

# **“Honor 2nd Community Cup” Official Rules**

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

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

**VOID WHERE PROHIBITED BY LAW.**

**1. Eligibility:** The “Honor 2nd Community Cup” (the “Contest”) is open only to individuals residing in France, Germany and the US who are at least thirteen (13) or eighteen (18) years at the date of entry if the Participant resides in Russia. 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 Contest) of each such employee are not eligible. 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 Participant shall be revoked. **Void where prohibited by law.**

**2. Sponsor:** Gameloft SE, 14 rue Auber, 75 009 Paris, France.

**3. Agreement to Official Rules:** Entry and participation in this Contest constitutes Participant’s full and unconditional agreement (and permission of a participant 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.

**4. Contest Period:** The Contest begins at **06:00:00** GMT on July 6<sup>th</sup>, 2016 and ends at **06:00:00** GMT on July 11<sup>th</sup>, 2016 (the “Contest Period”). The Contest Period consists of (i) a time submission phase, which begins at **06:00:00** GMT on July 6<sup>th</sup>, 2016 and ends at **06:00:00** GMT on July 11<sup>th</sup>, 2016 (the “Time Submission Phase”); and (ii) a winner selection phase, which will occur on 11<sup>th</sup>, 2016 (the “Winner Selection Phase”).

## **5. Contest Submission:**

**a) Time Submission Phase:** Participants shall download or have downloaded the “Asphalt 8” video game application from Google Play or the AppStore (the “Application”). The Application is free on both GooglePlay and the AppStore. Participant must fill the form for the Contest including the email address which appears on the welcome screen in the Application and accept those Official Rules. You will need to fill all the information on the form and click on the button ‘*ENTER THE RACE*’ or ‘*VALIDATE*’ on the Welcome screen dedicated to the Contest in the Application in order to participate and be able to claim your Prize if you are elected within the winners.

By uploading your Submission, you represent and warrant that your Submission conforms to these Official Rules and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion that your Submission fails to conform to these Official Rules.

*Limit:* Multiple Submissions is permitted. 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 upload a Submission will be deemed to be the Participant. 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 Submissions for which will be void. Proof of submission of a Submission to the Contest is not proof of delivery or receipt of a Submission 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 Participant 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.

**b) Winner Selection Phase:** Subject to the Participant’s compliance with these Official Rules, ten (10) Participants who have performed the best time during the Contest Period according to their Submission during the Time Submission Phase will be the winners of the Grand Prize (the “Grand Prize Winners”). Five (5) Grand Prize Winners will be selected on iOS platform and five (5) Grand Prize Winners will be selected on Android platform. Sponsor also reserves the right, in its sole discretion, to select alternate winners for the prize should the Submission appears to have been tampered with or manipulated in any way.

In the case several Participants have performed the same time according to their Submissions, the potential Grand Prize Winner will be randomly selected from all best Submissions received during the Contest Period. Sponsor will randomly select the potential Grand Prize Winners from all best Submissions received during the Contest Period.

**6. Requirements of Contest Winners:** Grand Prize Winners (and a Winner’s parent/legal guardian, if such Grand Prize Winner is a Minor) will be notified by email as indicated in the form on the welcome screen of the Application within a period of two (2) months from the date of the end of the game. Grand Prize Winners (and such Grand Prize Winner’s parent/legal guardian, if a Winner is a Minor) will be required to execute and return to Sponsor, within fourteen (14) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (the “Affidavit”) in order to claim his/her prize. If the Winner cannot be contacted within thirty (30) days following the date of the Grand Prize Winner selection, fails to execute and return the Affidavit within the required time period, is not in compliance with these Official Rules, or prize notification is returned as undeliverable, 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 a 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 Grand Prize Winners will be selected through the process described in the preceding sentence, after which the applicable prize will not be awarded. The names of the Grand Prize Winners will be posted following the receipt by Sponsor of the Affidavit from the Grand Prize Winners. All completed Affidavits submitted become the property of Sponsor. The Affidavit will be verified by Sponsor.

Acceptance of any prize shall constitute and signify Winner's (or his/her parent's or legal guardian's, if such Winner is a Minor) agreement and consent that Sponsor and its designees may use the winners' name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification

n, permission or other consideration, except where prohibited by law. Each Winner will defend, indemnify and hold harmless Sponsor, Released Parties (as defined in Section 8, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these Official Rules.

**7. Prizes:** Each of the ten Grand Prize Winners shall receive one "Honor 5X" smartphone manufactured by Huawei ("Grand Prize") if such Grand Prize Winners are residents of France, Germany, Russia and the US.

The Grand Prize Average Retail Value (ARV) is Two Hundred Twenty Nine Euros (€229).

Additional Prize Restrictions: no substitution or cash redemption will be permitted. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable value, in its sole discretion. Winner and guest solely responsible for all federal, state, provincial and local taxes and any other costs, expenses or fees associated with prize acceptance and/or use not specified herein as being provided. Grand Prize may not be combined with any other offer. All prize details are at Sponsor's sole discretion.

**8. Release:** PARTICIPANT (AND PARTICIPANT'S PARENT/LEGAL GUARDIAN, IF PARTICIPANT IS A MINOR), BY ENTERING THIS CONTEST, AGREES THAT SPONSOR, AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF ITS 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 PARTICIPANT 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 PARTICIPANT IS A MINOR, BY PARTICIPANT'S ENTRY INTO THIS CONTEST, PARTICIPANT'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.

**9. 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 winner from among all non-suspect, eligible Submissions received up to time of such action using the 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.

**10. Participant's Representations and Warranties; Indemnity:** By entering this Contest, Participant (and such Participant's parent/legal guardian, if a participant is a Minor) represents and warrants to Sponsor that (i) Participant is an individual residing in France, Germany, or the US who are at least thirteen (13) or eighteen (18) years at the date of entry if the Participant resides in Russia; (ii) Participant did not purchase any products, services or equipment for the purposes of entering this Contest; (iii) Participant has the right and authority to enter into this Contest, to fully perform all obligations hereunder, and to transfer all rights hereunder; (iv) Participant shall comply with all applicable laws and regulations and shall ensure that Participant's Submission is in compliance thereto; (v) the Submission and Participant's participation in this Contest are not in violation of any agreement or restrictions binding upon Participant; and (vi) Participant's Submission shall conform to the Submission requirements. Participant (and such participant's parent/legal guardian, if a participant 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 Participant's representations or warranties under these Official Rules or any violation by Participant of these Official Rules.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participant, 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 Participant'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.

**12. Disputes:** Except where prohibited, Participant 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 Court of Paris; (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 Participant be permitted to obtain awards for, and Participant 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 Court of Paris. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of France 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 France. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

**13. Personal Information:**

The personal information collected from Participant for this Contest is subject to Sponsor's Privacy Policy (<http://www.gameloft.com/privacy-notice/>).

You represent and warrant that all personal information as defined in Sponsor's Privacy Policy ("Personal Information") you provide us is true and correct and relates to you and not to any other person.

We will collect and use your Personal Information to contact you if you are selected within the Grand Prize Winners.

If you wish to review, delete and/or revise the Personal Information we have stored about you, please contact us with your specific request at [PrivacyPolicyGameloft@gameloft.com](mailto:PrivacyPolicyGameloft@gameloft.com)

**14. Winner List:** The name of the Grand Prize Winners will be posted following the receipt by Sponsor of the Affidavits from the confirmed Grand Prize Winners. In addition, to request a list of Grand Prize Winners' names, please send a self-addressed, stamped business size envelope, by 30<sup>th</sup> of September, 2016, to: Gameloft S.E. "Honor 2nd Community Cup", Winner Confirmation, 14 rue Auber, 75009 Paris, France.