"Hyundai Asphalt Academy Contest" Official Rules

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN.

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

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

- 1. Eligibility: The "Hyundai Asphalt Academy Contest" (the "Contest") is open only to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Italy, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Contest would be prohibited by law) who are at least thirteen (13) years and of age of majority in its state of residence at the time of entry. Employees of Sponsor and Hyundai Motor Company 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. The Contest 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 Participant shall be revoked. Void where prohibited by law.
- **2. Sponsor:** Gameloft Inc., 45 W. 25th St., 9th Floor, New York, NY 10010, USA and Hyundai Motor Company, 231 Yangjae-dong Seocho-ku Seoul, Korea
- **3. Agreement to Official Rules**: Entry and participation in this Contest constitutes Participant's full and unconditional agreement 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 10:00 a.m. GMT on the 19th of November, 2012 and ends at 9:59 a.m. GMT on the 26th of November, 2012 (the "Contest Period"). The Contest Period consists of (i) a score submission phase, which begins at 10:00 a.m. GMT on the 19th of November, 2012, and ends at 9:59 a.m. GMT on the 26th of November, 2012 (the "Score Submission Phase"); and (ii) a winner selection phase, which will occur on the 30th of November, 2012 (the "Winner Selection Phase").

5. Contest Submission:

a) Score Submission Phase: Participants shall have downloaded or download the "Asphalt 7" video game application of Gameloft available for the iPhone, iPod and iPad devices (the "Application") on the application store of Apple. The Application is free. During the Score Submission Phase, select the multiplayer mode in the Application and enter your Gameloft Live account information (the "Account"). If you do not have an account on Gameloft Live, you must create one by following instructions on Gameloft.com. Creating an account is free. Once logged in, you can participate to the Contest via the Contest link available on the main menu of the multiplayer mode of the Application. During the Contest Period, Participants will be able to perform the best time on the race playable on the Contest link with the Hyundai Veloster Turbo

vehicle. The time performance (the "Submission") of each participant will be uploaded on Gameloft dedicated Contest servers and website. You will be entered into the Contest upon successfully uploading a Submission to the Gameloft dedicated Contest servers and/or website. 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, the participant who has performed the best time according to its Submission during the Score Submission Phase will be the winner of the Grand Prize (the "Grand Prize Winner"). Sponsor also reserves the right, in its sole discretion, to select an alternate winner for any 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 by the independent contest administrator from all best Submissions received during the Contest Period. The independent contest administrator is an independent judging organization whose decision as to the selection of the potential winner is final and binding in all matters relating to the Contest. The independent contest administrator will randomly select the potential Grand Prize Winner from all best Submissions received during the Contest Period, on or around the 15th of December 2012.

6. Requirements of Contest Winners: Winner will be notified by mail, email or phone on or around the 15th of December 2012. Winner 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 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

Winner will be posted following the receipt by Sponsor of the Affidavit from the Winner. 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 agreement and consent that Sponsor and its designees may use the winner's 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, 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: One (1) Grand Prize Winner will receive 7-day/6-night trip:

The Grand Prize Average Retail Value (ARV) is \$20,000. And the 7-day/6-night trip is included Seoul and USA trip at the same time. The Grand Prize winner is not able to come back to their own country during the 7-day/6-night trip

a) a trip for two (2) persons (at least one (1) of them should be the adult) to visit the Hyundai Motor company n Korea, from the major International airport nearest the winner's home to Seoul, South Korea, area airport, including round-trip coach class airfare, transportation for the winner and its guest from the airport to the hotel and from the hotel to the airport on the winner's return trip, and one (1) standard hotel room accommodation (i.e., room and room tax only) for 4-day/3-nights day with a (2) two person occupancy. Sponsor reserves the right to select the dates of travel, the airline and hotel in Sponsor's sole discretion. Sponsor may substitute round-trip car service instead of airfare if the Grand Prize Winner resides within fifty (50) miles of Seoul, South Korea. Travel must occur on the dates chosen by Sponsor; and

b) a trip for two (2) persons (at least one (1) of them should be the adult) to attend to the 2013 North American International Auto Show, from the major airport nearest the winner's home to Detroit, Michigan, USA area airport, including round-trip coach class airfare, transportation for the winner and its guest from the airport to the hotel and from the hotel to the airport on the winner's return trip, and one (1) standard hotel room accommodation (i.e., room and room tax only) for 4-day/3-nights day with a (2) two person occupancy. Sponsor reserves the right to select the dates of travel, the airline and hotel in Sponsor's sole discretion. Sponsor may substitute round-trip car service instead of airfare if the Grand Prize Winner resides within fifty (50) miles of Detroit, Michigan. Travel must occur on the dates chosen by Sponsor.

Additional Grand Prize Restrictions: The Grand Prize is non-transferable and 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. The Winner may receive less than 30 days notice prior to trip departure. All other expenses relating to acceptance of the Grand Prize trip not explicitly stated herein, including but not limited to any ground transportation, taxes, meals, beverages, alcoholic beverages and gratuities are responsibility of Grand Prize Winner and guest. Winner must travel with their guest on the same itinerary and are responsible for obtaining all required travel documents (e.g., acceptable photo ID, passport, visa,

- etc.). The Grand Prize trip will be forfeited if: (a) proper travel documents are unattainable for any reason within the time required by Sponsor; (b) the Prize Winner did not have the unqualified right, at the time of being selected, to re-enter their country of origin after leaving the country; or (c) if any immigration complications arise which prohibit the Grand Winner and/or guest from entering South Korea. In the latter event, the Grand Prize Winner or guest, as the case may be, will be solely responsible for arranging and paying for travel back to their point of origin. The Grand Prize Winner must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. Any guest of either the Grand Prize Winner must have reached the age of majority in his or her country of residence as of date of travel and will be required to execute and return a liability/publicity release (unless prohibited by law) prior to ticketing.
- 8. Release: PARTICIPANT, BY ENTERING THIS CONTEST, AGREES THAT SPONSOR, HYUNDAI MOTOR, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH 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.
- **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 represents and warrants to Sponsor that (i) participant is an individual (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Italy, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Contest would be prohibited by law) who are at least thirteen (13) years and of age of majority in its state of residence at the time of entry; (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; (vii) the Submission and participant's participation in this Contest are not in violation of any agreement or restrictions binding upon participant; and (vii) participant's Submission shall conform to the Submission requirements. participant 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, All disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration in Seoul, Korea, in accordance with the Rules of International Arbitration for the Korean Commercial Arbitration Board. The award rendered by the arbitrator shall be final and binding upon both parties concerned; (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. 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 Republic of Korea 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.

13. Personal Information:

The personal Information collected from Participant for this Contest is subject to Sponsor's Privacy Policy (http://www.gameloft.com/index.php?platform=gameloft§ion=privacity).

14. Winner List: The name of the Winner will be posted following the receipt by Sponsor of the Affidavits from the confirmed Winner. In addition, to request a list of Winner's names, please

send a self-addressed, stamped business size envelope, by December 31st, 2012, to: Gameloft Inc., "Hyundai Asphalt Academy Contest", Winner Confirmation, 45 W. 25th St., 9th Floor, New York, NY 10010. Vermont and Washington residents and residents of any other states where this requirement is proscribed by law may omit return postage.

15. Copyright/Trademarks: The Contest and all accompanying materials are © 2012 Gameloft Inc. All Rights Reserved. Gameloft and its logo are registered trademarks or trademarks of Sponsor in the United States and/or other countries. All other trademarks and trade names are the property of their respective owners.