"Kingdoms & Lords 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 "Kingdoms & Lords 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 old at the time of entry. Employees of Sponsor and any of its 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.

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 12:00 p.m. Eastern Time ("ET") on the 22nd of October, 2012 and ends at 11:59 p.m. ET on the 28th of October, 2012 (the "Contest Period").

5. Participation to the Contest: During the Contest Period, download the "Kingdoms & Lords" video game application available for the iOS and Android mobile devices (the "Application") on the application store of Apple or on the Google Android store. The Application is free. Once you have downloaded the Application, go to tools section and click on the Gameloft Live Icon (last icon) 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. During the Contest Period, participants will be able to engage in online battles with their friends or random players in the battle mode of the Application. The number of battles won by each participant will be uploaded on Gameloft dedicated Contest servers.

Use of any automated system or similar devices to participate is prohibited and will result in disqualification.

The person who is the authorized account holder of the Account that is used to participate to any online battle 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 participations; all of the participations for which will be void.

In the event of a dispute, the authorized account holder of the email address used to create the applicable Account used to participate to the Contest 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.

6. Winners: Subject to the participant's compliance with these Official Rules, the three (3) participants who have won the most battles during the Contest Period will be the winners of the First Prize (the "First Prize Winners"). In the case several participants have won the same number of battles, the potential First Prize Winners will be randomly selected by the contest administrator. The decision of the contest administrator 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 First Prize Winners on or around the 29th of October 2012. In this case, the potential First Prize Winners that won't be randomly selected by the contest administrator will be the winners of the Second Prize (the "Second Prize Winners"). Sponsor also reserves the right, in its sole discretion, to select alternate winners for any prize should the Submission appears to have been tampered with or manipulated in any way.

7. Requirements of Contest Winners: Winners will be notified by mail, email or phone on or around the 29th of October 2012. Winners may 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 a winner cannot be contacted within thirty (30) days following the date of the winners 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 winners will be posted following the receipt by Sponsor of the Affidavit from the 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 agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, 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.

8. Prizes: - Three (3) First Prize Winners will receive 100-cash (\$13.91). The First Prize Average Retail Value (ARV) is \$41.73.

- Five (5) Second Prize Winners will receive 15-cash (\$2.10). The Second Prize Average Retail Value (ARV) is \$10.50.

The total Average Retail Value (ARV) of the Contest is \$52.23.

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.

9. Release: PARTICIPANT, BY ENTERING THIS CONTEST, AGREES THAT SPONSOR 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 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.

10. 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 participations 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 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. 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.

11. 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 is at least thirteen (13) years old 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 (vii) participant's participant. 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.

12. 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 participation 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 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 participations 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.

13. 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 Courts 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. 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.

14. Personal Information:

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

15. 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 November 30th, 2012, to: Gameloft Inc., "Kingdoms & Lords 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.

16. 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.