

OFFICIAL « BEAT THE CM » CONTEST RULES

1. NO ENTRY FEE. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

2. GENERAL INFORMATION: The BEAT THE CM CONTEST (“Contest”) begins at 10:00AM GMT+2 on October 14, 2021 and ends at 11:30AM GMT+2 on October 25, 2021 (the “Contest Period”). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

3. SPONSOR: The Contest is Sponsored by Gameloft Inc. (“Sponsor”). Sponsor will conduct the Contest substantially as described in these Official Rules. All copyrights and trademarks are the property of their respective owners.

4. ELIGIBILITY: The Contest is open only to natural persons who (i) are at least 18 years of age or older (at the time of entry) (and, if the entrant is a minor in his/her state of residence, who enter with the permission of a parent or guardian), and (ii) are eligible to enter the Contest as set forth in these Official Rules. Only residents of the following jurisdictions are eligible to enter the Contest: United States, Canada, United Kingdom, France, Germany, Australia. Employees of the Sponsor, and their respective parent companies; affiliates; subsidiaries; advertising, promotion, fulfillment or other coordinating agencies; individuals providing services to the Sponsor through an outsourcer or temporary employment agency during the Contest Period; and their respective immediate family members and persons living in their same household are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. By participating in the Contest, entrants agree fully and unconditionally to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Eligibility to win a prize is contingent upon complying with and fulfilling all requirements set forth herein.

5. HOW TO ENTER: During the Contest Period, accomplish all of the following actions:

- Our Community Manager (CM) will upload his best scores on his 3 favorite games (Asphalt 9: Legends, Dungeon Hunter 5, Modern Combat 5).
- Start up one of these three games and try to obtain a better score in the same conditions as our CM!
- Take a screenshot of your best score in the game of your choice among the three that are part of the contest.
- Access the dedicated contest page located at: <http://gameloft.com/promotions/microsoft-surface-duo-contest>, fill out the subscription form after verifying that you accept and fulfill all conditions, and upload your screenshot to receive one entry into the Contest (the “Submission”).

Registering for the contest is free. Downloading our games is free. No other method of participation will be accepted. No random drawings, sweepstakes, raffles or other elements of chance are utilized to determine the Prize winners.

Users may only send one submission in total; only the first submission of each user will be taken into account by the jury. Attempts made by the same individual to submit multiple entries under different aliases or otherwise may be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

All determinations of eligibility shall be final and binding. For the avoidance of doubt, Gameloft may not provide entrant with confirmation of Contest entry.

6. SUBMISSION CONDITIONS AND RESTRICTIONS: By entering a Submission into the Contest, each entrant grants Sponsor a perpetual non-exclusive license to use his/her Submission, and acknowledges and agrees that Sponsor may modify, edit, and use, or not use, entrant's Submission, or any part of it, in any manner, in any media, at any time, in its sole discretion, including in a commercial manner and in advertising and promotions, and entrant forever releases and discharges Sponsor from any liability associated with any such usage. In addition, for the purpose of displaying the submissions to the users on the contest page, for the duration of the contest, each entrant further grants Sponsor the authorization to make the Submission publicly available to watch on the contest page for the duration of the contest, without credit or identification of its owner, in the interest of protecting users privacy.

In addition to any other requirements set forth in these Official Rules, in order to be deemed eligible for participation, each Submission and/or the entrant submitting it must meet the following conditions and restrictions:

- The Submission must be an original creation and/or a picture of the entrant (not of a third party) and not subject to any third party interests (other than Sponsor's).
- The Submission must be original to the entrant and not be based on any third party photos and must not contain any recognizable art or other copyrighted materials, or third party logos, trademarks or other commercial or advertising content, other than those of the Sponsor. The entrant either owns or has received permission from the photographer to submit the Submission, including the permission to make the Submission public without payment.
- The Submission cannot have been previously submitted in a promotion of any kind or exhibited or displayed publicly through any means.
- The Submission must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights or constitute or suggest copyright infringement.

- The Submission must not contain any content that is sexually explicit, offensive, illegal, pornographic or obscene or that features, promotes or suggests the use or abuse of drugs, alcohol, tobacco, firearms or other harmful substances or otherwise is in bad taste or is otherwise objectionable to Sponsor, determined by Sponsor in its sole and exclusive discretion.
- The Submission must not disparage the Sponsor or any other person or entity.
- The Submission must not contain corrupted files, viruses, or any other similar files, the intent of which is to damage the operation of another's computer.
- The Submission must not depict 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.
- The Submission must not depict material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- The Submission must comply with the Terms and Conditions, as well as any guidelines provided by the Sponsor.

Sponsor in its sole discretion shall determine if any Submission or part thereof is inappropriate for any reason for public release or publication. Sponsor shall have the right to disqualify any Submissions that it deems to not meet the criteria, or due to technical, legal (including Intellectual Property rights infringement), clearance or other problems, or which it deems to be obscene, pornographic, demeaning or otherwise not in good taste, or otherwise in breach of the above rules, as determined by Gameloft in its sole discretion.

7. CONTEST WINNER DETERMINATION: The Contest winners will be determined as follows.

A panel of judges selected by Gameloft will review all Submissions properly submitted during the Contest Period. The panel will choose the winning Submissions in its sole discretion, taking into account the following criteria:

- Be the best score for one of the three Contest games

In total, five (5) winners will be selected, split among the different Contest games as follows:

- Two (2) winners for Asphalt 9: Legends;
- Two (2) winners for Modern Combat 5;
- One (1) winner for Dungeon Hunter 5.

In case several players reach the exact same score, the winner among them will be determined according to the following criteria:

- Be the first submitted entry.

Judging is scheduled to be completed on/about October 25 2021. The decisions of Sponsor will be final and binding in all matters related to the Contest.

8. NOTIFICATION: Sponsor will make up to two (2) attempts over the 48-hour period following the each winner's selection to contact the potential winner via private message to the email address provided in the contest sign up form. If the potential winner cannot be reached during the 48-hour period in which he/she is contacted such potential winner will be disqualified and an alternate winner will be selected using the same winning criteria described above from among the remaining applicable eligible entries received. The return of a potential winner's notification, prize information, or the prize as undeliverable or rejection of the prize by the potential winner will result in disqualification of the potential winner and an alternate potential winner may be selected pursuant to the winning criteria. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any. In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the email address associated with the potential winner's entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. With respect to each winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry and is otherwise eligible to enter the Contest.

9. PRIZES:

Grand Prize: Five (5) Grand Prize winners (Two for Asphalt 9, Two for Modern Combat 5, One for Dungeon Hunter 5) will each be awarded the following:

- One (1) Microsoft Surface Duo 2.

Approximate retail value of each prize is one thousand six hundred euros (1600,00€) or one thousand five hundred US dollars (\$1,500.00) .

No transfer, or cash or other substitution of prizes allowed except that the Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Allow 8 weeks for delivery of prize. The Sponsor will not replace any lost or stolen prizes once in winner's possession.

10. PRIZE CONDITIONS: Except where prohibited by law, a potential prize winner (or the winner's parent or legal guardian if the winner is a minor in his/her state of residence) may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity

Release, ("Affidavit/Release"). Potential prize winners may also be required to provide Sponsor with their player name, Real ID, User ID, friend codes, and/or the platform they use in order to claim his/her prize. Potential prize winners may also be required to provide additional information to allow for physical delivery of the Prizes. Such documents must be signed and returned by the date and/or time indicated within such documents. If the documents are not signed and returned within that time, or if an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by Sponsor in Sponsor's sole discretion, then the potential winner will be disqualified and an alternate potential winner will be selected based on the winning criteria. Entrant waives the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. Sponsor is not responsible for fraudulent calls or emails made to entrants not by Sponsor. All entries are subject to verification prior to awarding of prizes. Eligibility, age, and claims made by prize winners also are subject to verification prior to awarding of prizes.

11. TAXES: All federal, state, provincial, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are the sole responsibilities of the winners. Winner will be issued an IRS 1099 Form for the fair market value of the prize.

12. RELEASE: By participating in the Contest, entrants agree to release, indemnify, defend and hold Sponsor, and its parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Contest, as well as Microsoft (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Contest; and (iii) any printing or typographical errors in any materials associated with the Contest.

13. LIMITATION OF LIABILITY: The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence (including prizes), whether through the platform, by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Except where prohibited, by participating in the Contest and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winner, or any other matter relating to the Contest that cannot be

resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Gameloft's platform, the Contest, any website, content, advertising or other materials used, displayed or issued in connection with the Contest, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

14. PUBLICITY RELEASE: Except where prohibited, an entrant's participation in the Contest constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, entry, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion on Sponsor's platform, in its e-mail blasts and any other media chosen by Sponsor without compensation or additional compensation.

15. GENERAL CONDITIONS: By participating in the Contest, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Contest. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. Sponsor reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised. Sponsor reserves the right to disqualify any entrant or winner, as determined by Sponsor, in its sole discretion and without liability to the entrant or winner. The Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Contest is void where prohibited or restricted by law. All disputes, issues and/or questions concerning the Contest, including the rights and obligations of the entrant and Gameloft in connection with the Contest, or the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Any legal actions, suits or proceedings related to the Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in

Los Angeles County, California, and each entrant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Contest. Sponsor may substitute prizes of equivalent value, amend the rules, or discontinue the Contest at any time for any reason. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest.

16. **PRIVACY AND PERSONAL INFORMATION:** Sponsor may collect personal data about entrants online and use such data in accordance with Sponsor's privacy policies at <http://www.gameloft.com/privacy-notice> ("Privacy Policies") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policies carefully. By participating in the Contest, entrants hereby agree to such collection and use of their personal information by Sponsor, either collectively or individually, and acknowledge that they have read and accepted these Official Rules and the Privacy Policies.

Personal data belonging to winners will be transferred to delivery companies in order to deliver the prizes: Full name, email and postal address. Winners should be informed on a case by case basis and provided with a delivery tracking code.

17. **FORCE MAJEURE:** Without limiting any other provision in these Official Rules, in the event that any of the entrant's activities, Contest's activities or the Releasees' operations or activities are affected, as determined by Gameloft, in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis (e.g. SARS), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Gameloft shall have the right to modify, suspend, or terminate the Contest, and no Releasees shall be responsible or liable to any entrant or prize winner or any person claiming through such entrant or prize winner for failure to supply the prize or any part thereof. Gameloft is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

18. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related

materials and these Official Rules, these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

19. WINNER'S LIST: For the name of the official prize winners, available after the conclusion of the Contest, or a copy of these Official Rules, send a self-addressed, stamped envelope to "BEAT THE CM Contest" - WINNERS LIST <OR> OFFICIAL RULES (PLEASE SPECIFY WHICH), Gameloft Inc., 156 Fifth Ave - Suite 602 New York, NY 10010, USA. Vermont residents may omit return postage for Official Rules requests. Official Rules are also available during the Contest Period on Sponsor's platform.

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