



## **REGULATIONS OF THE COMPETITION**

### **1. OBJECT**

Ubisoft Divertissements Inc. (hereinafter referred to as "UBISOFT") is organizing a competition entitled "Ubisoft Indie Series presented by National Bank", exclusively on the internet accessible at the following address: [montreal.ubisoft.com/indie-series](http://montreal.ubisoft.com/indie-series) and [toronto.ubisoft.com/indieseries](http://toronto.ubisoft.com/indieseries).

### **2. THE COMPETITION**

#### **2.1 PREAMBLE**

**"Competition"**: signifies the competition organized by UBISOFT to support the Canadian independent developers' community.

**"Competition Page"**: signifies the Competition's Internet page on the site managed by UBISOFT. Here the player can find various details (information, rules, etc.) and can take part in the Competition.

#### **2.2 PRINCIPLE**

The Competition consists of participants submitting the registration form available on the Competition Page and comply with the eligibility criteria of the Competition.

#### **2.3 COMPETITION DATES**

The Competition starts on October 5, 2016, 12:01 am and ends on March 31, 2017, 11:59pm (Eastern Standard Time).

The Competition site will go online at the start of the Competition and will remain accessible at least throughout the duration of the Competition; provided, however, UBISOFT has the right to cancel, terminate or modify this Competition if it is not capable of completion as planned due to infection by computer virus, bugs tampering, unauthorized intervention or technical failures of any sort.

Further, UBISOFT assumes no responsibility if, for any reason, the Competition Page cannot be viewed or is not capable of running as planned. UBISOFT is not responsible for late, lost, incomplete, or misdirected entries; computer systems, phone lines, electronic equipment, computer hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature or for problems downloading entries from the Competition Page or for any other technical problems related thereto. UBISOFT is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Competition, or by any technical or human error which may occur in the processing of the entries in the Competition. UBISOFT, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process, or who is otherwise in violation of these rules.

### **3. TERRITORY**

The Territory covered by the present Regulations comprises the provinces of Ontario and Quebec in Canada.

### **4. PARTICIPATION**

#### **4.1 CONDITIONS OF PARTICIPATION.**

Participation in this Competition is open to any moral person, specifically an independent video game studio. Its headquarters must be registered in Quebec or Ontario.

Employees of UBISOFT and their respective agents, affiliates, subsidiaries and parent companies, sales representatives, marketing affiliates and partners, distributors, advertising and promotion agencies, studios contractually involved with UBISOFT during the Competition, and members of the immediate families or household of members of the jury, are not eligible to participate in the Competition. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

#### **4.2 ACCEPTANCE OF LAWS IN THE TERRITORY AND THE PRESENT REGULATIONS**

By participating in the Competition each contestant accepts, without reservation, the present Regulations in their entirety, rules pertaining to the current Internet code of ethics, as well as laws, regulations and other legislation applicable in the Territory. Participants accept that the Competition is governed exclusively by Canadian law. For residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* (the "RACJ") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the RACJ only for the purpose of helping the parties reach a settlement. Acceptance of the present Regulations is legally binding between the parties concerned.

#### **5. COMPETITION TERMS**

To take part in the Competition, the participant must:

- Go to the Competition Page;
- Complete the registration form;
- Indicate his/her acceptance, without reservation, of the Regulations in their entirety to validate their participation in the Competition.

Registration forms may be submitted between October 5, 2016, and November 18, 2016.

By accepting the present Regulations, each participating studio acknowledges that should it be selected as Winner of the Competition and should it want to take advantage of the distribution of its game on UplayPC, the participant will have to sign a distribution agreement granting UBISOFT the right to promote and distribute the game developed by the participating studio, as determined by UBISOFT on all media (including the Internet), worldwide. Each participant accepts to complete and sign, as requested by UBISOFT, any document necessary or useful to justify or authorize this.

All entries must comply with the following:

- The video game must be the entrant's original work. Depiction of or mention of any content in video submissions may not violate any third party personal or intellectual property rights, including without limitation copyrights, trademarks, publicity or privacy rights.

UBISOFT reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any entries it determines to be inappropriate for any of the reasons listed above, or for any other reason.

Each player's entry date for the Competition will be the date on which the form was successfully submitted and received by UBISOFT.

#### **6. DESIGNATION OF WINNERS**

UBISOFT will designate a maximum of ten (10) finalists per province according to the eligibility criteria as stated on the Competition Page. The twenty (20) finalists will be the ones who best complied with the criteria as decided by a jury composed of UBISOFT experts and the Indie Series partner, the National Bank of Canada.

The twenty (20) finalists will be informed personally no later than February 28, 2017, by e-mail, using the e-mail address provided when such participant registered on the Competition Page.

In the event of a dispute regarding the identity of the person submitting a form, the form will be deemed to be submitted by the person in whose name the email account is registered. UBISOFT, its agents and representatives are not responsible for late, lost, or misdirected notifications.

Prizes will be awarded within the limit of one prize per participating studio, regardless of the email addresses submitted by the participants when participating to the Competition.

In the same e-mail notification, each finalist will be invited to a Demo Night to be held no later than March 31, 2017. During this event, three studios will be declared Winner as decided by a jury composed of UBISOFT experts and the Indie Series partner, the National Bank of Canada.

By participating in the Demo Night, finalists grant UBISOFT and its designees to use finalists' names, logos, studio description, number of employees and names of managers for advertising, marketing, promotional and other purposes in any and all media now known or hereafter devised, worldwide in perpetuity, without further compensation, notification or permission, unless prohibited by law.

Participants waive and release the UBISOFT from any and all claims that entrants may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to UBISOFT's exploitation of entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuits against the UBISOFT, on the grounds that any use of any video, or any derivative works, infringe or violate any of entrants rights therein.

## **7. PRIZES**

### **7.1 LIST OF PRIZES**

There will be at least two (2) Winners for Quebec and one (1) Winner for Ontario or this Competition.

Prizes will be distributed in the following manner:

- Prize per Winner :
  - o \$50,000 prize
  - o Participation to Ubisoft's expert mentorship program for development of the game for a maximum of 30 hours
  - o Participation to National Bank's financial accompaniment and diagnostic program
  - o Distribution of the game on the UplayPC platform, provided (i) a signed distribution agreement between Ubisoft and the Winner in the format provided by Ubisoft to the Winner and (ii) the adaptation of the videogame in the format required by UBISOFT for the UplayPC platform, at the Winner's cost.
  - o 1 ticket to the NB Camp, a National Bank of Canada training camp during spring 2017
  - o A 24 hour training session at École d'entrepreneurship de Beauce (Qc)
  - o 1 ticket to an entrepreneurship training to be determined (On)

(Approximate retail value for this Prize: CAD **\$50 000** (Fifty thousand Canadian dollars)).

### **7.2 CONDITIONS FOR AWARDING PRIZES**

The prizes offered may not be contested in any way by the winner; they may not be transferred, substituted, redeemed or exchanged for their equivalent cash value; provided, however, UBISOFT reserves the right to replace the stated prizes with prizes of an equivalent or greater value at UBISOFT'S sole discretion. All federal, state, provincial and/or local taxes/duties are the sole responsibilities of the winners. Awarding of prizes and Competition administration shall be the sole responsibility of UBISOFT.

The stated value of the prizes corresponds to the approximate retail price (tax included) currently practised or estimated at the time of drawing up the Regulations. It is provided simply as an indication and is subject to variation.

Prior to the awarding of prizes, winners will be required to sign an Affidavit of Eligibility certifying their compliance with the regulations of the contest.

## **8. THE UBISOFT COMPANY'S LIMITATION OF LIABILITY**

By participating in the Competition each participant acknowledges and accepts the characteristics and limits of the Internet, with particular regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection or transmission using the Internet, the absence of protection for certain data against potential misappropriation and the risks of contamination by possible viruses in circulation on the network.

As a result, under no circumstances will UBISOFT be responsible for or be held responsible for the following (bearing in mind that this is not a closed list):

- The transmission and/or reception of any data and/or information on the Internet;
- Any malfunction of the Internet network which prevents the correct operation or functioning of the Competition;
- The breakdown of any reception equipment or lines of communication;
- The loss of any paper or electronic mail and, more generally, the loss of any data;
- Delivery or operational problems with any software;
- The consequences of any viruses, computer bugs, anomalies, or technical faults;
- Any damage caused to a participant's computer;
- Technical, equipment or software breakdowns of any kind whatsoever which may hinder or restrict the possibility of participating in the Competition, or which may have caused damage to a participant's system;
- Any condition caused by events beyond their control that may cause the Competition to be disrupted or corrupted;
- Any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Competition; or
- Any printing or typographical errors in any materials associated with the Competition.

By participating in the Competition, you agree to release and hold UBISOFT and the employees, officers, directors, shareholders, agents, representatives of UBISOFT, its affiliates, subsidiaries, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Competition, or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Further, by participating in the Competition, you agree to indemnify, defend and hold UBISOFT and the employees, officers, directors, shareholders, agents, representatives of UBISOFT, its affiliates, subsidiaries, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind which arise from or in connection with the entry.

## **9. PROTECTION OF PERSONAL INFORMATION**

UBISOFT's Privacy Policy applies to this Competition. Please review such policy at [legal.ubi.com/privacypolicy/](http://legal.ubi.com/privacypolicy/) prior to entering the Competition.

## **10. COMPETITION REGULATIONS**

The Regulations can be consulted on the Competition Page.

If the circumstances require it, UBISOFT reserves the right to postpone, modify or cancel the present Competition in the event of any difficulties which may arise during the operation of the Competition.

The Regulations apply to all participants in the Competition by registering on the Competition Page completing a form.

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