Ubisoft Engagement Program Terms & Conditions

The Ubisoft Engagement Program (hereinafter the "Program") an engagement program organized by UBISOFT through which Users (as defined in the Terms of Use) will be offered the opportunity to earn certain rewards ("Rewards") by using the credits ("Credits") available on their Program Account (as defined herein). These Credits will be earnable by performing certain actions listed in these Reward Program Terms ("Program Terms"). Regardless of terminology used, program credits represent limited license rights governed solely under these Program Terms, have no real value, and are not transferable or redeemable by you ("You") for any sum of money or monetary value from UBISOFT at any time.

These Program Terms are incorporated by reference into the UBISOFT Terms of Use ("Terms of Use") available at https://legal.ubi.com/termsofuse/. All capitalized terms used but not defined herein shall have the meaning given to them in UBISOFT's Terms of Use.

- 1. Eligibility. The Program is open to legal residents seventeen (17) years of age or older of the 50 United States (and the District of Columbia). Employees, officers and directors of UBISOFT are not eligible to participate. To participate to the Program, You must have a valid Uplay Account (defined as an "Account" in the Terms of Use) and perform at least one (1) of the activities ("Activities") listed below. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.
- 2. Program Account. In order to be eligible to earn Credits, You must first create an account ("Program Account") on one of the Program websites located here: http://forhonor.ubisoft.com/game/en-US/rewards/index.aspx; http://forhonor.ubisoft.com/game/en-US/rewards/index.aspx; http://southpark.ubisoft.com/game/en-US/rewards/index.aspx ("Program Websites"). The list of Program Websites may be updated from time to time. To create a Program Account, You must complete the free registration process on a Program Website and agree to these Program Terms. Limit one (1) Program Account per person/Uplay Account.
- **3. Program Term**. The Program starts on June 8, 2016 at 12:00 am PT and ends on June 7, 2017 at 11:59 pm PT (the "**Program Term**"). UBISOFT may extend, reduce, modify or discontinue the Program Term, at its sole discretion, at any time and without any liability to You. In this event, UBISOFT may give a minimum of five (5) days' notice before the extension or modification of the Program Term and a minimum of thirty (30) days' notice prior to discontinuing the Program. Such notice will be posted on one or all of the Program Websites.
- **4. Earning Credits.** You may earn Credits as part of this Program by participating in the various activities ("Activities") listed on one of the Activities Sites, located here http://forhonor.ubisoft.com/game/en-US/rewards/index.aspx; http://southpark.ubisoft.com/game/en-US/rewards/index.aspx ("Activities Sites"). The list of Activities Sites may be updated from time to time. In addition, the types and duration of Activities will vary from time to time, so check back on the Activities Sites regularly to find additional Activities for which Credits may be earned!

Credits will be reflected in Your Program Account on the Program Websites. Each time You return to the Program Websites to complete one or more Activities, You must log in to Your Program Account to receive Credit for those completed Activities. It may take up to forty-eight (48) hours after Your participation in an Activity for the corresponding Credits to appear in Your Program Account. UBISOFT reserves the right in its sole discretion to award Credits at a later time/date if additional time is needed for any reason with no liability to You. You can go online and view Your Credit Balance at any time at the Program Websites.

Once You perform an Activity, the validation of the potential Credit(s) earned will be subject to verification by UBISOFT, whose decisions on the outcome are in its sole discretion and are final and binding. Credits may not be

awarded until after the verification process is complete. Credits are void if: (a) You are not an Uplay Account or Program Account holder in good standing; (b) You have not earned the Credits in accordance with these Program Terms and through legitimate channels or (c) if the Credits are counterfeit, altered, defective, tampered with or irregular in any way; or (d) You did not follow the instructions attached to a specific Activity as listed on the Activities Sites or in any supporting documentation. You are responsible for ensuring the accuracy of Your Program Account and You are encouraged to check Your Program Account regularly. If You believe that Credits were not properly accrued to Your Program Account, You must contact UBISOFT's customer support teams at http://support.ubi.com promptly after having performed the Activity for which You believe You did not receive Credits. UBISOFT may require reasonable documentation to support Your claim. Credits that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from Your Program Account.

UBISOFT reserves the right in its sole discretion to add, remove or change the amount of Credits awarded for Activities and well as the Activities You can perform to earn Credits, at any time during the Program Term, even though these changes may affect Your ability to accrue Credits. You will not be able to obtain or redeem Credits outside the Program Websites.

Sewards. You may use Credits earned during the current Program Term to obtain the limited time Rewards listed on the Rewards Sites located here: http://forhonor.ubisoft.com/game/en-US/rewards/index.aspx; http://southpark.ubisoft.com/game/en-US/rewards/index.aspx ("Rewards Sites"), subject to the expiration and termination provisions below. The list of Rewards Sites may be updated from time to time. In addition, the types of Rewards will vary from time to time, so check back on the Rewards Sites regularly to find additional Rewards for which Credits may be used!

UBISOFT reserves the right in its sole discretion to add, remove or change the Rewards at any time during the Program Term, even though these changes may affect Your ability to use Rewards. You will not be able to obtain Rewards outside the Program Websites.

6. **Reward Redemption**. Credits can be used to redeem the specific Reward listed on Rewards Sites prior to the end of the Program Term. Each Reward has its own specific Credit value as set forth on the Rewards Sites. To redeem a Reward, go to a Rewards Site, select the Reward(s) for which You wish to redeem Your Credit(s) and click "Redeem." Credits may only be used once. No other use of such Credit will be accepted. All Credit use is subject to verification by UBISOFT. Any attempted form of use other than as described herein is void. UBISOFT, in accordance with these Promotion Terms, will determine in its sole discretion, what constitutes a valid use. Once You redeem Credits for a Reward, Your redemption cannot be reversed and those Credits will not be refunded. Reward redemptions are final. Some Rewards may be provided on a first-come, first-serve basis and may be subject to availability, so once a Reward has been depleted, such Reward may no longer be available. Rewards may only be redeemed by the by the Program Account holder to whom the Credit was issued.

From time to time UBISOFT may update its Rewards Sites to provide You the opportunity to redeem your Credits for an entry into one or more sweepstakes. Should You choose to redeem Your Credits for entry into any such sweepstakes, please note that there will be additional rules You must accept prior to sweepstakes Reward redemption.

After the end of the Program Term, the Credits will not be usable, pursuant to these Program Terms.

7. **Rewards**. Rewards are provided "as is." You acknowledge that UBISOFT has not made any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Rewards. Rewards are not transferable, exchangeable, combinable with other discounts or offers, and not redeemable for cash. UBISOFT will not replace any lost or stolen Rewards. All Reward details are at the sole discretion of UBISOFT. Additional terms and conditions may apply to certain Rewards and will be provided on one or all of the Program Websites. You cannot transfer, substitute or redeem Rewards for cash. UBISOFT reserves the right to substitute a Reward of

comparable or greater value at its discretion. You are responsible for all federal, state and local taxes on Rewards as well as any other costs or expenses associated with a Reward as may be further specified on a Program Website.

<u>Digital Content</u>: If You redeem Credits for any Digital Rewards, please review Section 19 of the Terms of Use regarding Virtual Items.

8. Credit Rules and Restrictions. The Program is provided to individuals only. Companies, associations or other groups may not participate in the Program. It is a violation of these Program Terms for any individual, company, association or group to direct, encourage, or allow individuals to use a single Program Account for the purpose of accumulating Credits for combined use.

Unless and until (i) the Program is terminated pursuant to the Program Terms herein or (ii) Your Program Account is terminated, Credits accrued through the Program shall remain redeemable. After this date, all Credits accrued on Your Program Account will expire without prejudice to You.

YOU SHALL NOT TRANSFER OR OTHERWISE EXCHANGE CREDITS OR REWARDS TO OTHER USERS OR TO OTHER ACCOUNTS. UBISOFT ALSO PROHIBITS AND DOES NOT RECOGNIZE ANY PURPORTED TRANSFERS OF CREDITS OR REWARDS FOR ANY REASON. FAILURE TO COMPLY WITH THIS PROVISION CONSTITUTES A MATERIAL BREACH AND MAY RESULT IN THE TERMINATION OF YOUR PROGRAM ACCOUNT AND/OR UPLAY ACCOUNT. YOU UNDERSTAND THAT UBISOFT MAY SUSPEND ACCESS TO OR WITHDRAW FROM YOUR PROGRAM ACCOUNT WITHOUT PREJUDICE, AT ANY TIME AND WITHOUT PRIOR NOTICE, ANY CREDITS OR REWARDS OBTAINED BY ANY MEANS THAT VIOLATE THESE PROGRAM TERMS OF USE OR UBISOFT'S TERMS OF USE.

9. Credits Have No Real Value. Notwithstanding any provision to the contrary contained in these Program Terms or the Terms of Use, Credits, or any other terminology used to describe such, represent limited license rights governed solely under these Program Terms and the documents incorporated herein, have no monetary or "real world" value and may in no event be exchanged or redeemed for any sum of "real world" currency (cash) or in kind.

Credits do not constitute Your property and may be revoked at any time by UBISOFT. Your only recourse for using Credits is to obtain the specific Rewards that UBISOFT offers for Credit redemption. Unused Credits are not refundable. UBISOFT encourages You to redeem Credits as Rewards promptly, as Rewards may be limited in time and scope. The scope, variety, and type of Rewards offered may change at any time, at UBISOFT's discretion. UBISOFT has no obligation to continue offering Credits or Rewards.

10. Your Program Account. UBISOFT may cancel, suspend, or otherwise limit Your access to Credits, the Program and/or Your Program Account if we suspect fraudulent, abusive, or unlawful activity and/or activity that is contrary to the Program Terms or the documents incorporated herein and/or for any other reason as described in these Program Terms and the documents incorporated herein.

When UBISOFT cancels or suspends Your access to this Program, Your Program Account and/or Your Uplay Account, Your right to use Credits immediately ceases.

If UBISOFT limits Your Account, such access limitations may include applying limits to: (i) the number of Credits You may have credited to Your Program Account at one time; (ii) the number of Credits You may obtain through Activities in a given time period (for example, one day); and (iii) the number of Credits You may redeem for Rewards within a given time period.

11. Removal of Credits. If UBISOFT posts Credit(s) to Your Program Account that are subsequently voided pursuant to these Program Terms, UBISOFT may remove those Credits from Your Program Account. Should UBISOFT remove Credit(s) from Your Program Account pursuant to these Program Terms, UBISOFT will not reinstate them, except at UBISOFT's sole discretion. UBISOFT will use reasonable efforts to investigate Credits that are subject to access limitations and to reach a final decision on the limitations promptly.

- 12. Revision of the Program Terms. UBISOFT reserves its right to change, modify, add or delete the clauses of these Program Terms at any time, temporarily or permanently and entirely at its own discretion. UBISOFT will inform You of any change, modification, addition or deletion to these Program Terms by posting new Program Terms on the Program Websites, and by posting a notification informing You of the occurrence of the change, modification, addition or deletion. Any change, modification, addition or deletion will come into force five (5) working days after the publication of said notification. If You do not agree to the changes made to these Program Terms, You will not be deemed to be participating in the Program. Opting-out of the Program may result in the loss of all accumulated Credits and other Rewards. If You opt out, then sign back into the Program, You may be treated as a new User.
- **13. Termination of the Program**. UBISOFT may, at its own discretion and without any prior notice, cancel or suspend the Program for any reason with or without cause, even though termination may affect Your ability to accrue or use Credits. In the event of the Program's early termination, notwithstanding anything to the contrary in these Program Terms, You will have at least thirty (30) days from the date such termination is announced to redeem Credits for Rewards.

YOU ACKNOWLEDGE THAT UBISOFT IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED CREDITS OR REWARDS AT THE END OF THE PROGRAM, OR WHEN ANY ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

14. Terms of Use and Privacy Policy. These Program Terms incorporate by reference the Terms of Use https://legal.ubi.com/termsofuse/ and UBISOFT'S Privacy Policy https://legal.ubi.com/privacypolicy/ ("Privacy Policy"), and You should review both documents, including without limitation, the sections in the Terms of Use detailing UBISOFT'S policies regarding user conduct, virtual currency, virtual items, limitation of liability, dispute resolution and modification and/or termination of the Terms of Use, and the sections regarding https://legal.ubi.com/privacypolicy/ ("Privacy Policy").

<u>Please note</u>: Should You choose to earn Credits through an Activity that requires You to watch a video, Your participation in this Program constitutes permission for UBISOFT to link Your name, biographical information and any other personal information You submit as part of the Program with any videos you watch and to share such information with its vendors and service providers to fulfil their obligations under the Program without additional compensation, notification or permission from You, unless prohibited by law. You may withdraw this consent at any time by contacting UBISOFT's customer service department at the following address: http://support.ubi.com. However, if You wish to withdraw Your consent prior to the end of the Program Term, You will not be able to participate in the Program and the sections of these Program Terms regarding termination of Your Program Account shall apply.

15. **Miscellaneous**. All questions or disputes regarding eligibility for the Program, earning or redemption of Credits or Your compliance with these Program Terms will be resolved by UBISOFT in its sole discretion. Nothing in these Program Terms shall be deemed to exclude or restrict any of Your statutory rights as a consumer.

Last update: June 8, 2016