

**“JDBirthday Contest”
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 16 OR OLDER AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** #JDBirthday Contest (the “**Competition**”) is open only to legal residents of North, Central and South American countries and to Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Liechtenstein, Lithuania, Latvia, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia and Sweden (the “**Territory**”) who are at least 16 years old at the time of entry. Employees, officers, and directors of Sponsor and its affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, advertising and promotion agencies, and any and all other companies associated with the Competition (collectively, the “**Competition Entities**”), and each of their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, stepchildren and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to participate. Subject to all applicable federal, state, provincial, municipal, territorial and local laws, directives and regulations. Void outside of the Territory and where prohibited.

2. **SPONSOR:** Ubisoft EMEA SAS, 28 rue Armand Carrel 93100 Montreuil, France.

3. **COMPETITION PERIOD:** The Competition will begin at 11am Pacific Time (“PT”) on June 10, 2019 and will end at 5pm PT on June13, 2019.

4. **HOW TO ENTER:**

To enter the Competition, post a content celebrating a happy 10 year anniversary to the Just Dance brand (cosplay, video, fan art, etc.) on Twitter, Instagram, Youtube, and/or Facebook while tagging #JDBirthday (the “**Content**”)

LIMIT: No other methods of entry will be accepted. Only one entry per person will be accepted. Entry in the Competition does not constitute entry into any other promotion, competition. By participating in the Competition, each Entrant, and Entrant’s parent/legal guardian, if Entrant is less than the age of majority in his/her country of primary residence, (collectively “**Entrant**” “**Participant**” “**Player**” or “**You**”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, whose decisions shall be final and legally binding in all respects.

All entries are subject to verification by the Sponsor. Entries that do not meet the requirements specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor, in accordance with the Competition rules and regulations, will determine in its sole discretion, what constitutes a valid entry.

5. **PROHIBITED ACTIONS:**

During the Competition, Sponsor may, at its own discretion warn, disqualify or ban any Entrant, without prejudice for the Entrant, that notably (without limitation):

- Colludes with other Entrants to create an unfair advantage;
- Uses any kind of cheats or hack;
- Does not comply in full with the current Official Rules;
- Has a behavior which, in Sponsor’s estimation, is unlawful, harmful, abusive, harassing, threatening, malicious, defamatory, libelous, untruthful, pornographic, pedophilic, obscene, vulgar, racist, xenophobic, liable to incite hatred, sexually explicit, violent, contrary to morality or is in any other way unacceptable.

6. **WINNERS SELECTION:**

Sponsor will select ten (10) winners among all Entries meeting the Competition requirements. The content must be sourced from either official Just Dance brand content or from the Participants themselves. The Winners selection will be based on the originality, creativity, and adherence to the subject, i.e. celebrating a happy 10 year anniversary to the Just Dance brand.

7. PRIZES:

Each of the ten (10) Winners will win a Just Dance custom pair of Converse sneakers.

Estimated Retail value ("ERV"): \$137 per unit

TOTAL ERV FOR ALL PRIZES AWARDED UNDER THE COMPETITION: USD \$1370

All taxes on the Prizes are the winners' sole responsibility. Prizes are not transferable or redeemable for cash. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control. Prizes include shipping and handling costs to the Winners' residence, where applicable. Odds of winning a Prize depend on the total number of eligible entries received. Winners may not transfer Prize to a third party. The Sponsor will not replace any lost or stolen Prize.

Prizes are provided "as is". Entrants acknowledge that Competition Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

By participating in the Competition, the winners acknowledges that Competition Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that each winner will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes.

8. WINNER NOTIFICATION: Winners will be notified by direct message, sent to the account used to share the participation within three (3) months from the Grand Prize drawing. Sponsor shall have no liability for any potential Prize winner notification that is lost, intercepted or not received by any potential Prize winner for any reason. In the event the Winner is a minor, his or her parent or legal guardian must sign and return the documents described herein as necessary to claim a Prize, on behalf of the winning minor.

In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail account specified in the entry or. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the email address associated to the account used to enter the Competition.

Failure to complete and return the documents in the time noted, or if prize notification is undeliverable, will result in disqualification and an alternate potential winner will be selected and notified, time permitting.

9. ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION: Entrant represents and warrants to Sponsor that his/her entry is (i) completely the original work of the Entrant; (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format; (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. ENTRANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, THE COMPETITION ENTITIES, FACEBOOK, INSTAGRAM, TWITTER, YOUTUBE AND ANY THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION, FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ASSERTED AGAINST THE SPONSOR, THE COMPETITION ENTITIES, AND THE THRD PARTIES BY REASON OF ENTRANT'S PARTICIPATION IN THIS COMPETITION, INCLUDING WITHOUT LIMITATION (A) ANY BREACH OF THE ABOVE REPRESENTATIONS (B) CLAIMS FOR INJURY, LOSS OR DAMAGE OF ANY KIND RESULTING FROM PARTICIPATION IN THIS COMPETITION OR ACCEPTANCE, USE OR LOSS OF ANY PRIZE AND (C) CLAIMS BASED ON RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATING TO THE SUBMISSION OR EXPLOITATION OF THE ENTRANT'S CONCEPT.

10. LIMITATION OF LIABILITY: Sponsor, the Competition Entities, Facebook, Instagram, Twitter, YouTube and any third parties associated or affiliated with the development and execution of this Competition are not responsible for problems downloading or uploading of any Competition-related information to or from the web site or for any

other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Competition.

UNLESS PROHIBITED BY APPLICABLE LAW, ENTRANT HEREBY RELEASES SPONSOR, THE COMPETITION ENTITIES FACEBOOK, INSTAGRAM, TWITTER, YOUTUBE AND ANY OTHER THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION FROM ANY AND ALL CLAIMS DAMAGES, LIABILITIES AND ACTIONS ("CLAIMS") WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE COMPETITION, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM: (I) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (II) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (III) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE COMPETITION; (IV) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE COMPETITION OR THE PROCESSING OF ENTRIES; (V) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO ENTRANT'S COMPUTER, HARDWARE OR SOFTWARE; (VI) RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATED TO ENTRANT'S SUBMISSION; AND (VII) ENTRANT'S ACCEPTANCE, USE OR LOSS OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT IN WHOLE OR IN PART.

11. PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS: A Submission of an entry constitutes Entrant's permission for the Competition Entities to use the Entry information, including Content, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes, including but not limited to on Sponsor's Instagram and Twitter channels, worldwide and in all forms of media now known or hereafter devised, for 10 years, without further compensation or authorization, and releases the Competition Entities from all claims arising out of the use of such Attributes.

12. ENTRANT'S PERSONAL INFORMATION: Any personal information supplied by Entrant to Sponsor will be subject to Ubisoft's privacy policy posted at <https://legal.ubi.com/privacypolicy>. Entrant acknowledges that Sponsor will collect and process his/her personal data in order to allow him/her to participate to the Competition, and to provide the Winners with their Prize. Entrant's personal data will be accessible to Sponsor, Sponsor's Affiliates and to the users of the social media where Entrant posted his/her participation to the contest, and will remain publicly available until the Entrant chooses to delete it from those social media. The processing of Entrant's personal data by Sponsor is necessary to execute the contract Entrant has entered with Sponsor by accepting the rules of the Competition.

Entrant's personal data storage will be submitted to the social media's respective privacy policies, accessible at:

- Instagram: <https://help.instagram.com/402411646841720>
- Twitter: <https://twitter.com/privacy>
- Youtube: <https://support.google.com/youtube/answer/2801895?hl=fr>
- Facebook: https://www.facebook.com/full_data_use_policy

Entrant may exercise his/her rights to access, rectify or erase his/her data, object to or restrict the processing of his/her data, and receive his/her information in portable form by making a Data Request [here](#).

For any other request, Entrant may contact Sponsor Data Protection Officers by choosing the "Data Information" request [here](#).

Entrants may also lodge a complaint with the national supervisory authority of their country.

13. DISQUALIFICATION: Entrant agrees that Entrant shall not submit an Entry that contains (i) disparaging or obscene language, photographs or film (ii) nudity (iii) trademarks, copyrights and/or logos not belonging to Entrant and/or (iv) language, photos or film that is injurious to a third party and/or may damage a third party's reputation. Entrant acknowledges that Sponsor expressly conditions its acceptance of Entrant's submission on Entrant's

agreement of the preceding sentence, and if it is discovered that Entrant has violated such agreement, Sponsor reserves the right to disqualify Entrant's submission.

Entries made on another's behalf by any other individuals or any other entity, including but not limited to commercial Competition subscription notification and/or entering services, will be declared invalid and disqualified for this Competition. Any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted.

14. **CANCELLATION:** Sponsor reserves the right to cancel or modify the Competition if fraud or technical failures destroy the integrity of the Competition as determined by the Sponsor, in its sole discretion, and to award the Prizes based on eligible entries received prior to the cancellation.

15. **DISPUTES:** Except where prohibited, you agree that: any and all disputes, claims and causes of action arising out of this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and that by participating in the Competition, you agree that Paris, France will be the exclusive forum for any formal dispute resolution. All issues concerning these official rules and the Promotion shall be governed by the laws of France, without giving effect to any choice of law or conflict of law rules.

16. **TERMS AND CONDITIONS:** A copy of these Terms and Conditions may be downloaded from <https://justdancegame.com/jdbday> for the duration of the Competition.

17. **ADDITIONAL TERMS:**

© 2009-2019 Ubisoft Entertainment. All Rights Reserved. Just Dance, Ubisoft and the Ubisoft logo are registered or unregistered trademarks of Ubisoft Entertainment in the U.S. and/or other countries.

The use of any Prize manufacturer or venue, name or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize, and is not intended to suggest any affiliation or sponsorship.

The invalidity or unenforceability of any provision of these 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 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.

THIS COMPETITION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INSTAGRAM, TWITTER, YOUTUBE OR ANY OTHER SOCIAL MEDIA PLATFORM. YOU ARE PROVIDING YOUR INFORMATION TO UBISOFT EMEA AND NOT TO FACEBOOK, INSTAGRAM, TWITTER, YOUTUBE OR ANY OTHER SOCIAL MEDIA PLATFORM.

Nothing in these Official Rules shall be deemed to exclude or restrict any of the winner's or the entrant's statutory rights as a consumer.

Contest 1 :

Privacy Notice - General

Ubisoft Entertainment (107 avenue Henri Fréville, BP 10704, 35207 Rennes Cedex 2, France) will collect and process your personal data to allow you to participate to the competition, and to provide the winners with

their prize. Your personal data will be accessible to Ubisoft's and to the users of the social media where you posted your participation to the competition, and will remain publicly available until you choose to delete it from those social media.

Your personal data processing is necessary to execute the contract you have entered with Ubisoft by accepting the rules of the competition. Your personal data will be stored according to the privacy policy of the social media where you posted your participation to the competition ([Instagram](#), [Twitter](#), [Facebook](#), [Youtube](#)).

You may exercise your rights to access, rectify or erase your data, object to or restrict the processing of your data, and receive your information in portable form by making a Data Request [here](#).

You may also lodge a complaint with the national supervisory authority of your country.

Privacy Notice - Winners

Ubisoft needs to collect and process your personal data to send you your prize. It will be accessible to Ubisoft's teams and to the shipment service provider and will be deleted once your prize is delivered.

Your personal data processing is necessary to execute the contract you have entered with Ubisoft by accepting the rules of the competition.

Ubisoft may transfer your personal data to non-European countries that ensure an adequate level of protection according to the EU Commission, or within the framework of the standard data protection clauses adopted by the EU Commission (accessible [here](#)).

You may exercise your rights to access, rectify or erase your data, object to or restrict the processing of your data, and receive your information in portable form by making a Data Request [here](#).

You may also lodge a complaint with the national supervisory authority of your country.