

## **SOUTH PARK “I AM THE FART” COMPETITION RULES**

***ANY ENTRY SHALL BE VOID WHERE PROHIBITED BY LAW OR BY AN APPLICABLE REGULATION. ENTRANTS MUST BE AGED 18 YEARS OR OVER AT THE TIME OF ENTRY.***

This Competition is not sponsored, endorsed, administered by or associated with Facebook. By entering this competition, you provide your information to Ubisoft Entertainment and not to Facebook. The information that you provide will only be used in compliance with Ubisoft privacy policy which can be consulted at the following address: <https://legal.ubi.com/privacypolicy>

### 1) ELIGIBILITY:

The **I am the fart Competition** (hereinafter the “**Competition**”) is open to individuals residing in France, Great Britain, Australia, Finland, Sweden, Norway, Denmark, Germany, Italy, Poland, Spain and the Netherlands, who are aged 18 (eighteen) years or over at the time of Entry. Employees, executives and directors of the Organiser or any of their affiliates, subsidiaries, licence holders, franchise holders, distributors, dealers, sales representatives, advertising and promotional agencies, and any other company associated with the Competition (collectively referred to as the “**Competition Entities**”) and members of their immediate families (parents, spouses, siblings, children, grand-parents, parents-in-law, sons-in-law or daughters-in-law and half-siblings, and their respective spouses and those living in the same household, regardless of whether they are family members or not) are not eligible to enter. Any eligibility is subject to the national, regional, federal, State, provincial and local laws and regulations. All Entries submitted are the property of the Organiser. Entry into the Competition is prohibited outside of France, Great Britain, Australia, Finland, Sweden, Norway, Denmark, Germany, Italy, Poland, Spain and the Netherlands.

By entering the Competition, entrants (hereinafter “You”) give their full and unconditional acceptance and agreement to comply with these Official Rules and with Ubisoft Entertainment’s decisions which are final and binding in all matters. Ubisoft Entertainment (hereinafter the “**Organiser**”) – 28 rue Armand Carrel, 93108 Montreuil sous Bois – France.

### 2) ENTRY PERIOD:

The Competition shall begin on 02 October 2017 at 6 P.M. GMT and shall close on 16 October 2017 at 11:59 P.M. GMT.

### 3) TO ENTER:

**To enter the Competition, please proceed as below.**

#### 1) CONNECT TO THE SITE

All entries shall be recorded and stored on the iamthefart.ubisoft.com website.

#### 2) CONNECT OR CREATE A UPLAY ACCOUNT

To take part in the competition, players must connect via a Uplay account. Users who do not have a Uplay account must create one. All personal data provided upon creation of a Uplay account (surname / forename / email) will be stored by Ubisoft.

#### 3) UPLOAD A VIDEO

Once connected, players will be able to upload a 10 (ten)-second video file, of a maximum size of 10 (dix) megabytes limited to certain extensions (HEVC-H.265, H.264, MPEG-4, Théora, VP9, VP8, VP6, WMV, WebM, FLV, OGG, 3GP, MP4). Video sequences shall clearly show entrants farting.

Once the upload phase is finalised, each video will be allocated to a category from one of the 4 gameplays of the South Park: The Fractured But Whole game.

Uploaded videos will immediately be accessible via their URL. However, they will only appear in the overall flow of the Website after they have been moderated.

Any video containing material contrary to the laws and regulations in force, and in particular racist, insulting or defamatory content, or content which goes against good moral standards or public order shall be voided. Videos without adequate image quality or sound will also be voided. Entrants will be informed thereof by email.

After registering, Entrants will receive a confirmation email of their registration sent to the submitted email address.

Entrants may upload as many videos as desired.

#### 4) VOTING SYSTEM AND SELECTION OF WINNERS:

Visitors to this Website will be invited to vote for their favourite video(s). In order to vote, users must sign in via a Facebook connect or a Uplay connect. The voting system is then internal to the website. Users will be allowed to assess as many videos as they wish, but only once per video for the entire duration of the competition. The voting system is a grade from 1 (one ) to 10 (ten) points.

On 2 October, the 10 (ten) entrants (from all countries taken together) who have received the highest number of points at the end of the competition will be selected as finalists. They will be judged by a Jury. The finalist selected by the jury will become the official part of the South Park: The Fractured But Whole game.

If the prize:

- i) is not claimed or is refused by the initial winner, or
- ii) is allotted to a winner who is then disqualified or banned in keeping with the official rules, or
- iii) in the event of Force Majeure, the organiser reserves the right to select the runner-up as the winner.

#### 5) NOTIFICATION OF THE WINNER:

The Winner will be notified within 4 (four) working days by email sent to the address registered in the Ubisoft account used to take part in the competition. The Organiser shall not be held liable if the Winner's Ubisoft account is not configured to receive emails or if the notification is lost, intercepted or not received by the Winner for whatever reason. The Winner shall confirm acceptance of the Prize no later than the day following the notification by the Organiser. The lack of a reply from the Winner will be considered as an express refusal of the Prize. In this case, the Prize will be allocated to a runner-up.

Any uncompleted or incomplete statement or any document required in Article 9 hereof that is not returned within the deadline or if the notification of the Prize is returned to the sender as it was not collected or could not be delivered to the Winner, the Winner shall be considered as having declined the Prize, in particular in the following cases: i) non-receipt or receipt of incomplete statements or documents required by the Organiser in accordance with Article 9 hereof, ii) failure by the Winner to collect the notification of the Prize or the Prize itself. In this case, a runner-up shall be selected as the Winner if the deadlines allow.

#### 6) PRIZE:

A single Prize shall be allocated in this Competition (hereinafter the "Prize").

The winner selected by the jury will receive an opportunity to visit the Ubisoft studios in San Francisco, California, USA, to work on recording a unique fart noise which will then be added to the game. The

winner will be awarded the title of “Official fart of South Park™: The Fractured But Whole™”, and will be identified as such in the game credits.

The trip to San Francisco will take place no later than two weeks after identification of the Winner.

Accommodation, travel and subsistence costs will be covered by the Organiser.

The trip will be organised as follows (subject to changes further to identification of the Winner):

Day 1:

- Transfer from the Winner’s place of residence to the nearest international airport.
- Travel to San Francisco from the nearest international airport to the Winner’s place of residence
- Reception of the Winner at the San Francisco airport (SFO) by a driver for subsequent transport to the Winner’s hotel.
- Reception at the hotel by a member of Ubisoft San Francisco Studio
- Free time + dinner in San Francisco

Night 1:

- Night at the Winner’s hotel in San Francisco

Day 2:

- At approximately 10 A.M., transport to Ubisoft San Francisco Studios from the Winner’s hotel
- Reception at Ubisoft San Francisco Studios by a member of the studio team
- Between 10 A.M. and 12.30 P.M., visit of the studio + meeting with the game Sound Designer
- Lunch with a member of the studio team
- Recording of the fart noise + work on integrating the noise into the game at Ubisoft San Francisco Studios alongside the game Sound designer
- Free time + dinner in San Francisco

Night 2:

- Night at the Winner’s hotel in San Francisco

Day 3:

- At approximately 10 A.M., transport to Ubisoft San Francisco Studios from the Winner’s hotel
- Reception at Ubisoft San Francisco Studios by a member of the studio team
- Between 10 A.M. and 12.30 P.M., game session + work on integrating the noise into the game alongside the Sound Designer
- Lunch with a member of the studio team
- Return flight from San Francisco to the closest international airport to the Winner’s place of residence
- Transfer from the closest international airport to the Winner’s place of residence

Approximate value for 1 (one) person:

- Return airline/train ticket: € 4,000 (four thousand Euros)
- Transfers (to airport, to Studio): € 1,000 (one thousand Euros)
- Hotel accommodation (two nights): € 1,000 (one thousand Euros)
- Meals: € 300 (three hundred Euros)

Details of the trip:

1 (one) round trip economy air ticket for the Winner and the companion of his or her choice from a major airport close to the Winner’s and/or companion’s place of residence (the Organiser shall determine the place of residence to be taken into account at its discretion) to the San Francisco airport. Departure and arrival times shall be selected at the Organiser’s sole discretion.

Meals shall take place in standard restaurants.

Flights, hotels and restaurants making up the Prize shall be selected by the Organiser at its sole

discretion.

The transport of the Winner and/or companion may be by train, bus or vehicle at the Organiser's discretion if the Winner and/or companion lives within a 300 (three hundred) kilometers radius from the destination airport. The Prize does not include pocket money, additional expenses, dining expenses not covered in the stay, the cost of transport from the Winner's and/or companion's place of residence to the airport, the cost of transport from the airport to the Winner's and/or companion's place of residence; these costs shall be borne exclusively by the Winner and/or his or her companion.

The trip shall take place on the dates selected by the Organiser or the Prize shall be considered as declined by the Winner in its entirety and may be allotted to another Winner, if the deadlines so allow. Travel conditions, restrictions and limitations may apply. The value of the Prize may vary depending on the date and place of departure, inland transport, and/or variation in the prices of airline tickets. All elements of the Prize must be replaced at the same time and no change shall be permitted after confirmation.

The Winner and his or her companion must have valid legal identification documents and must commit to signing any other legal documents required by the Organiser. The Winner shall be fully responsible for the companion if he or she is a minor. The Organiser and Affiliated Companies or service providers shall not be held liable for any cancellations, delays, rerouting or changes, or any action or omission in relation with the Prize. Any expenses, including insurance, food, unspecified inland transport, taxes, bonuses (or discounts), travel insurance, luggage expenses, parking expenses, laundry service, food, alcoholic beverages, incidental expenses (including mini-bar), telephone bill, derivative products, souvenirs, petrol and other expenses not specified in these official rules shall be exclusively borne by the Winner and his or her companion. The Winner must comply with all check-in rules of the airlines and hotels including (but not limited to) the presentation of a valid credit card. The unused components of the Prize shall have no cash value. All plane tickets issued for the Prize are not eligible for loyalty programmes, stop-overs, upgrades and may not be used in connection with a promotional offer. No change shall be carried out after the reservations have been made, except at the Organiser's sole discretion. Lost or stolen tickets, travel confirmations or certificates or similar documents shall not be replaced once they have been transmitted to the Winner and his or her companion. No refund or compensation shall be offered in the event of late or cancelled flights (or trains). The trip is subject to the terms and conditions of these Rules and the general conditions of the travel suppliers as outlined in the travel contract issued by said suppliers. The Organiser reserves the right to suspend the outcome of the Prize or to put an end thereto in the event of unlawful or improper behaviour by the Winner and/or companion,.

Any tax on the Prize shall be solely borne by the Winner, unless otherwise specified in these Rules. Prizes cannot be assigned, transferred or redeemed for cash. The Organiser reserves the right to make necessary substitutions due to circumstances outside of its control. Prizes include the cost of shipment and transport to the Winner's home, as required. The chances of winning a Prize depend on the total number of valid Entries. Winners may not transfer their Prize to a third party. The Organiser shall not replace any lost or stolen Prize.

The Prizes offered may not be challenged in any way by the Winner and the Prizes are provided "as is". Entrants acknowledge that Affiliated Companies have taken on no responsibility in relation to any *de facto* or *de jure*, explicit or implicit guarantee or declaration regarding the Prize or are under no circumstances liable therefor.

Subject to applicable law, by taking part in the Competition, Winners acknowledge that Affiliated Companies have not taken out and will not provide any insurance whatsoever in relation to the Prize and each Winner shall be responsible for the purchase and payment of any life insurance, travel insurance, motor vehicle insurance, accident insurance, on the property or any other form of insurance in relation to the Prize.

## 7) REPRESENTATIONS, WARRANTIES AND COMPENSATION OF ENTRANTS:

Entrants represent and warrant the Organiser that their Entry in the competition (i) is an original work exclusively created by them, (ii) has not been taken from any other source nor distributed or disseminated on any medium or format, (iii) does not breach or conflict with a trademark, copyrights, rights of privacy, individual rights and any other right of any sort or any nature belonging to any other person or entity.

ENTRANTS ACCEPT TO INDEMNIFY, DEFEND AND HOLD THE ORGANISER AND AFFILIATED COMPANIES, TWITTER AND ANY OTHER PERSONS ASSOCIATED WITH THE DEVELOPMENT AND THE PERFORMANCE OF THE COMPETITION, HARMLESS FROM AND AGAINST ALL COMPLAINTS, DAMAGES AND LIABILITY ARISING FROM THEIR ENTRY IN THIS COMPETITION, IN PARTICULAR BUT NOT LIMITED TO (A) ANY BREACH OF DECLARATIONS MADE BY THE ENTRANT, (B) ANY ACTION FOR DAMAGES FOR INJURY, LOSS OR DAMAGE OF ANY KIND ARISING FROM THEIR ENTRY IN THIS COMPETITION OR THE ACCEPTANCE, USE OR LOSS OF ANY PRIZE, AND (C) ANY ACTION BASED ON THE RIGHT OF PRIVACY, PERSONALITY RIGHTS, DEFAMATION, INFRINGEMENT OF COPYRIGHTS AND/OR TRADEMARKS ASSOCIATED WITH SUBMISSION OR USE OF THE ENTRY.

#### 8) LIMITATIONS OF LIABILITY:

The Organiser, affiliated companies, Facebook and any other persons associated with the development and achievement of the competition shall not be held liable for problems downloading or uploading any information related to the competition from or to the Twitter application or for any other technical problems affecting equipment, online services, servers, or Internet suppliers, malfunctions of IT hardware and software, telephone lines, failure of the email address to be consulted by the Organiser due to a technical problem, traffic, congestion on the Internet or on the website, or any technical problem related to the Entries on a website which includes telecommunication problems or the failure, loss, delay, incomplete nature, scrambling or misdirection of communication which may limit the possibility for an entrant to take part in the Competition. The Organiser may not be held liable for any malfunction of the Facebook application and/or its API (loss of data, account closure, tweet retrieval, etc.).

TO THE EXTENT PERMITTED BY LAW, THE ENTRANT HEREBY RELEASES THE ORGANISER, AFFILIATED COMPANIES, TWITTER, ANY OTHER THIRD PARTY AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND PERFORMANCE OF THIS COMPETITION, FROM ANY CLAIM, DAMAGES, LIABILITY AND ACTION WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE COMPETITION, IN PARTICULAR BUT NOT LIMITED TO CLAIMS ARISING FROM: (I) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DOWNLOADING FROM OR UPLOADING TO THE WEBSITE, ANY INFORMATION RELATING TO THE COMPETITION, THE MALFUNCTION OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE OR ANY OTHER FAILURE, AS WELL AS FAILED, LOST, DELAYED, INCOMPLETE, INCOMPREHENSIBLE OR MISDIRECTED COMMUNICATION LIKELY TO LIMIT AN ENTRANT'S ABILITY TO TAKE PART IN THIS COMPETITION; (II) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSION OR ANY TELEPHONE OR INTERNET SERVICE; (III) ANY UNAUTHORISED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS; (IV) ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE COMPETITION OR PROCESSING OF THE ENTRIES; (V) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO THE ENTRANT'S COMPUTER, HARDWARE OR SOFTWARE; (VI) PRIVACY RIGHTS, PERSONALITY RIGHTS, INFRINGEMENT OF IMAGE RIGHTS, DEFAMATION, BREACH OF COPYRIGHTS AND/OR TRADEMARK PROTECTED UNDER THE TRADEMARK RIGHT ASSOCIATED WITH THE ENTRY; AND (VII) ACCEPTANCE, USE OR LOSS OF ANY PRIZE BY THE ENTRANT. SOME COUNTRIES DO NOT AUTHORISE THE LIMITATION OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR INDIRECT DAMAGE; CONSEQUENTLY, THE WHOLE OR PART OF THE LIMITATIONS OR EXCLUSIONS MENTIONED ABOVE MAY NOT APPLY TO THE ENTRANT. *WITH REGARD TO GERMAN, ENGLISH AND FRENCH RESIDENTS:* THIS EXCLUSION DOES NOT APPLY TO CLAIMS AGAINST THE ORGANISER, ITS REPRESENTATIVES OR AGENTS FOR DAMAGES IN RELATION TO INJURY OR DEATH, AND CLAIMS FOR DAMAGES IN THE EVENT OF INTENTION TO HARM OR CULPABLE NEGLIGENCE BY THE ORGANISER, ITS REPRESENTATIVES OR AGENTS.

#### 9) AUTHORISATION OF USE / ASSIGNMENT OF RIGHTS:

The Winner and his or her companion shall receive a document entitled "Assignment of image rights / authorisation of use" intended to obtain their permission, free of cost, to use their farts, names, biographical information, likeness, city/town of residence, photographs and making-of videos of the stay for trade, marketing, advertising and/or promotional purposes without additional consideration than the Prize won.

To this end, entrants grant the Organiser free of cost and without any consideration:

- the right to reproduce, represent and adapt the recordings, free of cost or against consideration, in all formats, on all media, on digital media, for trade, marketing, advertising and/or promotional purposes, alone or combined with other elements and in all locations for the abovementioned purposes.

This permission shall be granted worldwide (given the nature of the Internet) and for a duration of five years as from the first publication.

Entrants hereby undertake to sign the agreement containing the assignment of their rights which they enjoy pursuant to the French Civil Code. Entrants warrant that they are free to assign the rights mentioned in these rules and that they are not bound by any contract of whatever nature prohibiting said assignment.

It is hereby understood that the Organiser shall decide at its sole discretion whether or not to use entrants' recordings.

#### 10) PRIVACY POLICY:

The information collected from entrants shall only be used subject to the Organiser's privacy policy which can be found at:

<https://legal.ubi.com/privacypolicy/>

By entering this Competition, You are automatically registered as a member of the Organiser's website [www.ubisoft.com](http://www.ubisoft.com). The information provided by the entrant in relation to the Competition shall be used in accordance with the terms of use which can be found at: <https://legal.ubi.com/termsfuse>.

**For French residents:** Pursuant to French law governing the collection and processing of personal data, you have a right to access, correct and delete personal data. You also have the right to object to the collection of data in certain cases. To exercise said right, you can write to the "I'm a Fart Competition" Ubisoft Entertainment – 28 rue Armand Carrel, 93108 Montreuil sous Bois – France. The entity responsible for processing the data is Ubisoft International, 28 rue Armand Carrel, 93108 Montreuil sous Bois – France.

**For German residents only:** Pursuant to German federal law on data protection, you have a right to be informed of stored personal data, in particular the origin, recipient or category of recipients, as well as the purpose of storage. Moreover, you have a right to correct and, in some cases, deactivate and delete data as well as, in some cases, the right to object to the collection, processing and use of personal data. To exercise this right, you can write to: "I'm a Fart Competition" Ubisoft Entertainment – 28 rue Armand Carrel, 93108 Montreuil sous Bois – France.

**For British residents only:** Entrants have the right to access, delete and correct personal data. The request can be made in writing to "I'm a Fart Competition" Ubisoft Entertainment – 28 rue Armand Carrel, 93108 Montreuil sous Bois – France.

#### 11) ENTRANTS' PERSONAL DATA:

Pursuant to the French Data Protection Act of 6 January 1978, Entrants have a right to access, correct or delete personal data which may be exercised upon written request sent to the Organiser.

Entrants' contact details are exclusively intended for the Organiser's use. The data collected is mandatory to take part in the Competition. As a result, Entrants who exercise their right to delete personal data before the end of the competition shall be considered as having withdrawn their entry.

Entrants authorise the Organiser to use their contact details (first name, initials of their surname) for commercial purposes to promote the Competition, without this giving rise to any rights.

## 12) DISQUALIFICATION:

Entries which do not comply with the conditions below or with these official rules may be disqualified. Any attempted Entry other than that described herein shall be voided. The Organiser, in accordance with the official Rules, shall determine at its sole discretion the criteria for a valid Entry.

During the Competition, Ubisoft may, at its sole discretion, warn, disqualify or ban an Entrant, without prejudice for the former (and without limitation), who does the following (non-exhaustive list):

- Signs up to the Competition with different Twitter accounts or different Entries;
- Teams up with other entrants in order to create an unfair advantage;
- Falsifies the Entry procedure or the process of the Competition via a cheating or hacking process;
- Acts in breach of these Official Rules;
- Engages in a behaviour that is unsporting or disturbing, or which tries to impede or prevent the legitimate progress of the Competition, or to harm, threaten or harass another individual.
- Submits an Entry containing (i) degrading or obscene language, photographs or videos, (ii) nudity, (iii) trademarks or logos, creations covered by copyright and/or logos not belonging to the entrant, and/or (iv) language, photographs or videos that are insulting to third parties and/or which may harm the reputation of a third party. The Entrant acknowledges that the Organiser expressly subjects its acceptance of the entry to the entrant's agreement with the preceding sentence. Should it be proven that the entrant has not complied with the agreement made, the Organiser reserves the right to disqualify the entrant.

Entries made on behalf of another person by any individual or any other entity, in particular but not limited to the notifications and/or services for registration in commercial competitions shall be declared invalid and disqualified from this Competition. Any Entry considered by the Organiser (at its sole discretion) as having been submitted in this way shall be cancelled. If a dispute regarding the identity of the individual who submitted an Entry cannot be resolved to the Organiser's satisfaction, the Entry in question shall be considered invalid.

The Organiser reserves the right, at its sole discretion, to disqualify any individual for which there is evidence that he or she falsified the Entry procedure or the progress of the Competition, acted in breach of these Official Rules or engaged in unsporting or disturbing behaviour, or attempted to disturb or undermine the legitimate progress of the competition or to irritate, harm, threaten or harass another individual. The Organiser reserves the right to claim damages and any other compensation from any individual within the limit authorised by law. No incomplete, falsified, computer-generated Entry or any automated multiple Entry shall be accepted.

## 13) CANCELLATION:

The Organiser reserves the right to postpone, modify or cancel the Competition in the event of difficulties arising during the conduct of the Competition, and in particular if cheating or technical malfunctions affect the integrity of the Competition as determined by the Organiser, at its sole discretion, and to allocate the Prize based on the eligible Entries received prior to cancellation.

#### 14) DISPUTES:

To the extent permitted by law, the Entrant agrees that: (1) any and all disputes or claims arising from the construction and performance of the Competition shall be resolved individually; (2) any claim, judgement and awards shall be limited to out-of-pocket expenses incurred, in particular expenses associated with entry into this Competition, but in no event lawyers' fees; and (3) unless otherwise stipulated by law, under no circumstances will the Entrant be permitted to obtain indirect, punitive, incidental and consequential damages and any other damages (other than out-of-pocket expenses), and the Entrant hereby waives any right to claim such damages. Any dispute or claim concerning the construction, validity and enforceability of these Official Rules or the rights and obligations of the Entrant and the Organiser in connection with the Competition shall be governed by and construed in accordance with French law, without giving effect to any conflict of law rules which would cause the application of the laws of any jurisdiction other than that of the Court of First Instance of Paris. *For German residents only:* This limitation of jurisdiction and the amount of damages does not apply if it is not authorised by law.

#### 15) OFFICIAL RULES AND WINNERS' LIST:

The Official Rules can be consulted on the Website, on the page dedicated to the Competition. A copy of the Official Rules can be downloaded from the footer of the [iamthefart.ubisoft.com](http://iamthefart.ubisoft.com) website: throughout the duration of the Competition. The Winner's name (name associated with the Ubisoft account) will be published on the competition website, tweeted and posted on Facebook by the Organiser after the selection, notification and confirmation of acceptance of the Prize.

#### 16) MISCELLANEOUS:

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The invalidity or unenforceability of any stipulation hereof shall not affect the validity or enforceability of any other provision. If any stipulation is deemed invalid or otherwise unenforceable or illegal, these Official Rules shall remain in force and shall be construed in accordance herewith as if the invalid or illegal provision had not been integrated herein.

No element of these Official Rules is an exclusion or restriction of the rights provided for by consumer law in favour of the Winner or the entrant in his or her capacity as consumer.