

“Grand Crew 2: Sandstorm Edition” Competition Terms and Conditions

THIS COMPETITION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY MICROSOFT, SONY, YOUTUBE OR TWITCH. VOID WHERE PROHIBITED BY LAW OR REGULATION.

By participating in this Competition, You, selected streamer or youtuber, agree that:

1. COMPETITION DESCRIPTION:

From November 16th, 2022 at 5 PM CET to November 18th, 2022 at 10 AM CET, Ubisoft Entertainment (“**Sponsor**”) is hosting an in-Game competition called “Grand Crew 2: Sandstorm Edition”. Competition is open to 10 (ten) streamers and youtubers from France, the United-States, Spain, Germany, and United-Kingdom that have been identified and notified beforehand by Sponsor (each an “**Entrant**”, “**You**”). The ten entrants will compete for two days to achieve the best time possible on a brand-new race. They will earn Crew Credit for their community, depending on their ranking.

2. COMPETITION PERIOD:

The Competition will begin at 5 PM CET on November 16th, 2022 and will end at 10 AM CET on November 18th, 2022. Players must comply with all the requirements set forth in these Competition Terms and Conditions.

3. COMPETITION REQUIREMENTS:

- You can take part to this Competition on any platform on which the Game is released upon the Competition Start Date.
- You must wait for the official beginning of the Competition to launch the Game.
- All Entrants must have 0 points in the event and not have started the event on another account or platform.
If any of the above players are found not to comply with these Terms & Conditions, the Code of Conduct or the Ubisoft Terms of Use, the Sponsor reserves the right to disqualify the Entrant and/or select alternative winners for this Competition.

All entries are subject to verification by Ubisoft. Any attempted form of use other than as described herein is void. The Sponsor, in accordance with the Competition Terms and Conditions, will determine in its sole discretion, what constitutes a valid use. Competition is subject to all international, national, federal, state and local laws and regulations, and is void where prohibited by law.

4. PROHIBITED ACTIONS

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

- Registers to the Competition with multiple accounts;
- Colludes with other Entrants and/or with other Players to create an unfair advantage;
- Uses any kind of cheats or hack;
- Exploit any glitches or bugs which provide an unfair advantage, or which threaten the general balance or the economy of the Competition;
- Does not comply in full with the current Competition Terms & Conditions and/or with the [Game’s Code of Conduct](#) and/or with [Ubisoft Terms of use](#);
- Has a behavior which, in Sponsor’s estimation, is, before, during and/or after the Competition, 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.
- Asks someone else to play for them.
- Backs on track and/or cuts.

Entrants can play in crew (slipstream allowed), but only their time will be considered.

5. SELECTION OF THE WINNERS:

The Prizes will be awarded to the Entrants ranked 1 to 10 depending on their performance during the Competition (the “**Winners**”) and provided they comply with all the requirements set forth in these Competition Terms and Conditions. The Prizes will be awarded in the following manner:

- 1st place: 5 Gold pack (29.99€ each), 5 Silver pack (19.99€ each), 10 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 349,80€
- 2nd place: 3 Gold pack (29.99€ each), 3 Silver pack (19.99€ each), 10 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 249,84€
- 3rd place: 2 Gold pack (29.99€ each), 2 Silver pack (19.99€ each), 10 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 199,86€
- 4th place: 6 Silver pack (19.99€ each), 5 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 169,89€
- 5th place: 4 Silver pack (19.99€ each), 5 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5 Xbox Series X|S, Xbox One or PC, estimated retail value: 129,91€
- 6th place: 3 Silver pack (19.99€ each), 5 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 109,92€
- 7th place: 10 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 99,90€
- 8th place: 10 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 99,90€
- 9th place: 5 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 49,95€
- 10th place: 5 Bronze pack (9.99€ each) on the platform of the Winner’s choice among PS4/PS5, Xbox Series X|S, Xbox One or PC, estimated retail value: 49,95€

Total estimated maximum Retail value of Prizes: 1 508,92€

If Winners decide to giveaway the Prizes they won to members of their community, they are solely responsible for organizing such giveaway on their channels, including as follows:

- **You are responsible for all promotions and giveaways on Your channel, including ensuring that You will:**
 - **Abide by all promotional and/or giveaway rules specific to any platform You use (YouTube, Twitch, Instagram, Facebook, etc.)**
 - **Make it clear to followers:**
 - **How You will choose the winners (randomly, randomly from a pool of people answering a question correctly, etc)**
 - **What the prize is**
 - **That followers need to own the game in order to use the prize**
 - **Prominently disclose on Your channel that Ubisoft is providing prizing only, and is not responsible/has no liability for administering their giveaway**
 - **In the context of this competition, You will have to collect and process the personal data of the participants. As a data controller, You have the obligation to inform the participants of the processing of their personal data. You also have the obligation to respond to the participants’ requests regarding the exercise of their rights, including without limitation right of access, rectification, erasure and opposition, right to restriction of processing, right to portability, right not to be the subject of an automated individual decision-making (including without limitation profiling). We therefore suggest that You insert a privacy notice in the post announcing the contest.**
 - **Prominently disclose on Your channel Your connection to Ubisoft, per [FTC Endorsement guidelines](#)**
 - **Select giveaway winners in good faith and in a way that complies with applicable laws**
 - **Age-gate Your channel to ensure viewers under the age rating of the game cannot view the livestream**
 - **Select giveaway winners whose age matches the ESRB/PEGI rating of the game**
 - **Notify Ubisoft of any issues with prize redemption**

No alternative rewards will be considered. All taxes on the Prizes are the winners' sole responsibility. Prizes are not redeemable for cash, and will be added to the Ubisoft Account of individuals that the Winners have selected to receive such Prizes, up to the amounts determined by the Winners' place in the Competition, as noted above. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control.

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.

6. NOTIFICATION OF THE WINNERS:

The Sponsor will notify the Winners by private message sent on Discord. 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.

"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 submitted e-mail address.

7. LIMITATION OF LIABILITY: The Sponsor and its affiliates are not responsible for any technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, failure of third party sites or any other issues which may limit a user's ability to participate in this Competition.

EXCEPT FOR RESIDENTS OF FRANCE, GERMANY, AND THE UNITED KINGDOM, WITH RESPECT TO CLAIMS RESULTING FROM DEATH OR PERSONAL INJURY (IN ACCORDANCE WITH APPLICABLE LAW IN THOSE JURISDICTIONS) ENTRANT HEREBY RELEASES SPONSOR, THE COMPETITION ENTITIES 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. *FOR RESIDENTS OF GERMANY:* THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS.

8. ENTRANT'S PERSONAL INFORMATION: In the context of the Competition, Winners can offer their prize to members of their community. Sponsor processes personal data of Winners' community members to allow their participation in the Competition and to send them Prize(s). The processing of Winners' community members personal data is necessary to perform the contract Entrants have entered into with Sponsor by accepting the Official Rules. Winners' community members personal data will be accessible by Sponsor, its affiliates and sub-processors, and will be stored until the end of the Competition.

Sponsor may transfer their 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](#).

Winners' community members can request a copy, the deletion or rectification of their data, object to or request the restriction of their processing, and/or receive their information in portable form by contacting Sponsor's data protection officers [here](#).

After contacting Sponsor's data protection officers, if Winners' community members are not satisfied with the way Sponsor handled their request, Winners' community members may address a complaint to the regulatory authority of their country.

9. **PUBLICITY RELEASE:** In accordance with the Sponsor's Terms of Use posted at <https://legal.ubi.com/termsfuse> accepted upon creation of a Ubisoft account, acceptance of any Prize constitutes Prize Winner's permission for the Sponsor to use Prize Winner's entry materials, including but not limited to their in-Game character, Ubisoft ID and clan name (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, for five (5) years, without further compensation or authorization, and releases the Sponsor and its affiliates from all claims arising out of the use of such Attributes.

10. **DISQUALIFICATION AND CANCELLATION:** The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the operation of the Competition, or to be acting in violation of these Terms and Conditions. The Sponsor reserves the right to disqualify all or part of any team who is found not to comply with these Terms and Conditions and/or select alternative winners for this Competition. No forged entries will be accepted. The Sponsor reserves the right to cancel or modify the Competition for any reason at any time. In addition, The Sponsor reserves the right to modify, adapt or adjust the Ubisoft ID and/or clan name of the Winners, should it be offensive, including without limitation any name that 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.

11. **TERMS AND CONDITIONS:** A copy of these Terms and Conditions may be accessed at <https://ubi.li/AOinN> for the duration of the Competition.

12. **DISPUTES:** Except where prohibited, you agree that: any and all disputes, claims and causes of action arising out of this Competition 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 Terms and Conditions and the Competition shall be governed by the laws of France, without giving effect to any choice of law or conflict of law rules.

13. **QUESTIONS:** If you have any questions about this "**Grand Crew 2: Sandstorm Edition**" Competition, please contact the Sponsor Ubisoft Entertainment at <https://support.ubi.com/>.