

ASPHALT 9 MICROSOFT SURFACE DUO 2 OFFICIAL SWEEPSTAKES RULES

1. **NO ENTRY FEE. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING.**

2. **GENERAL INFORMATION:** The ASPHALT 9 MICROSOFT SURFACE DUO 2 SWEEPSTAKES (“Promotion”) begins at 12:00PM GMT on November 15, 2021 and ends at 11:59AM GMT on December 5, 2021 (the “Promotion Period”). **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

3. **SPONSOR:** The Promotion is Sponsored by Gameloft Inc. (“Sponsor”). Sponsor will conduct the Promotion substantially as described in these Official Rules. All copyrights and trademarks are the property of their respective owners. This Promotion is not sponsored, endorsed, administered by, or associated with Instagram or Microsoft Corporation.

4. **ELIGIBILITY:** The Promotion is open only to natural persons who (i) are at least 18 years of age or older (at the time of entry) (and, if the entrant is a minor in his/her state of residence, who enter with the permission of a parent or guardian), and (ii) are eligible to enter the Promotion as set forth in these Official Rules. Only residents of the following jurisdictions are eligible to enter the Sweepstakes: United States, Canada, United Kingdom, France, Germany. Employees of the Sponsor, Microsoft Corporation and their respective parent companies; affiliates; subsidiaries; advertising, promotion, fulfillment or other coordinating agencies; individuals providing services to the Sponsor through an outsourcer or temporary employment agency during the Promotion Period; and their respective immediate family members and persons living in their same household are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state, and local laws and regulations. By participating in the Promotion, entrants agree fully and unconditionally to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Eligibility to win a prize is contingent upon complying with and fulfilling all requirements set forth herein.

5. **HOW TO ENTER:** During the Promotion Period, (1) like the sweepstakes post; (2) follow the Asphalt 9 Instagram page (<https://www.instagram.com/asphaltgames>); and (3) tag a friend in the comment of the sweepstakes post (the “Submission”). Submit your comment to receive one (1) entry into the sweepstakes make sure your comment is set to public, otherwise it will not be an eligible entry. If you do not have an account on Instagram, you must create one by following instructions on Instagram.com. Creating an account is free.

Once submitted, an entry cannot be deleted, modified, or cancelled. The only methods of entry are those set forth in these Official Rules. No other method of entry will be accepted. The Sponsor is not responsible for lost, misplaced, illegible, mutilated, incomplete, incorrect or undelivered entries, and such entries will be deemed invalid. Entries become the property of the Sponsor and will not be returned. **LIMIT OF ONE (1) ENTRY PER PERSON.** Attempts made by the same individual to submit multiple entries by using multiple accounts or

otherwise may be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor's designated server's clock will be the official time keeper for the Promotion. For the avoidance of doubt, Sponsor may not provide entrant with confirmation of Promotion entry. As a condition of entering the Promotion, each entrant gives consent for the Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering the Promotion and complying with applicable laws, regulations and rules.

6. ORIGINAL CONTENT: If your entry includes original content, by uploading your entry, you represent and warrant that your entry conforms to the Submission Guidelines and Content Restrictions (collectively, the "Submission Requirements") set forth below and that Sponsor, in its sole discretion, may remove your entry and disqualify you from the Promotion if it believes, in its sole discretion, that your entry fails to conform to the Submission Requirements. Entries submitted will not be returned.

Submission Guidelines:

- The Submission must be your original creation and/or a picture of yourself (not of a third party) and not subject to any third party interests (other than Sponsor's);
- The Submission cannot have been previously submitted in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain brand names or trademarks other than Sponsor mark, which entrant has a limited license to use in the Submission for the sole purpose of creating and uploading a Submission in this Sweepstakes;
- The Submission must not contain indecent or unsafe behavior or situations, profanities or material that is harmful, abusive, vulgar, sexually explicit, inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous or, in a reasonable person's view, otherwise offensive or objectionable;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes

discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.
- The Submission must not contain material that disparages any person or organization;
- The Submission must not contain material that references persons or organizations without their written permission;
- The Submission must not contain material that is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations;
- The Submission must not contain anything that is determined to damage or diminish the goodwill of Sponsor, as determined by Sponsor in its sole discretion; and
- The Submission must comply with the Terms and Conditions, as well as any guidelines, posted by Instagram.

Submitting an entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, adapt, broadcast, license, create derivative works from the entry, license, post, sell, translate, distribute and perform and display such entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for commercial, promotional, marketing or any other purposes. Entrant gives up and releases any claim that any use by Sponsor or its designees of any entry violates any of entrant's rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, or rights to credit for the material or ideas set forth therein. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. Posting an entry constitutes entrant's consent (and permission of an entrant under the age of majority in his/her state or country of residence (a "Minor") to post an entry constitutes such Minor's parent/legal guardian's full and unconditional agreement on behalf of themselves and the Minor participant) to and authorize Sponsor to, in any manner, use and/or edit entrant's image, likeness, voice, in-game nickname, name, creation, gameplay and/or photograph for the purpose of the Promotion.

7. DRAWING AND NOTIFICATION: Prize winners will be selected in a random drawing from among all eligible entries received. The drawing will be conducted on or about December 5, 2021 at 12:00PM GMT. Odds of winning a prize depend on the number of eligible entries received. Sponsor will make up to two (2) attempts over the 48-hour period following each winner's selection to contact the potential winner

via private message on the applicable social media platform through which entry was made. If the potential winner cannot be reached during the 48-hour period in which he/she is contacted such potential winner will be disqualified and an alternate winner will be selected from among the remaining applicable eligible entries received, if time permits (at Sponsor's sole discretion). The return of a potential winner's notification, prize information, or the prize as undeliverable or rejection of the prize by the potential winner will result in disqualification of the potential winner and an alternate potential winner may be selected. The Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any. In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the applicable social media account used to enter the Promotion. The authorized account holder is defined as the natural person who is assigned to the account by the applicable social media platform. With respect to each winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the social media account associated with the winning entry and is otherwise eligible to enter the Promotion.

8. PRIZES:

Grand Prize: Five (5) Grand Prize winners will be awarded a GRAND PRIZE of one (1) Microsoft Surface Duo 2 device.

Approximate retail value of the Grand Prize is US\$1,500. No transfer, or cash or other substitution of prizes allowed except that the Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Allow 8 weeks for delivery of prize. The Sponsor will not replace any lost or stolen prizes once in winner's possession.

9. PRIZE CONDITIONS: Except where prohibited by law, a potential prize winner (or the winner's parent or legal guardian if the winner is a minor in his/her state of residence) may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, ("Affidavit/Release") in order to claim his/her prize. Potential prize winners may also be required by provide Sponsor with their player name, Real ID, User ID, friend codes, and/or the platform they use in order to claim his/her prize. If an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by the Sponsor in the Sponsor's sole discretion, then the potential winner will be disqualified and an alternate potential winner will be selected. Entrant waives the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. Sponsor is not responsible for fraudulent calls or emails made to entrants not by the Sponsor. All entries are subject to verification prior to awarding of prizes. Eligibility, age, and claims made by prize winners also are subject to verification prior to awarding of prizes.

10. TAXES: All federal, state, provincial, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are the sole responsibilities of the winners. Winner will be issued an IRS 1099 Form for the fair market value of the prize.

11. RELEASE: By participating in the Promotion, entrants agree to release, indemnify, defend and hold Sponsor, and its respective parent, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Promotion, as well as Microsoft Corporation and Instagram (as applicable) (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Promotion or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Promotion to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Promotion; and (iii) any printing or typographical errors in any materials associated with the Promotion.

12. LIMITATION OF LIABILITY: The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence (including prizes), whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Except where prohibited, by participating in the Promotion and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winner, or any other matter relating to the Promotion that cannot be resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Sponsor's property or production, the Promotion, any website, content, advertising or other materials used, displayed or issued in connection with the Promotion, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

13. PUBLICITY RELEASE: Except where prohibited, an entrant's participation in the Promotion constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, entry, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion on Sponsor's platforms and social media pages, in its e-mail blasts and any other media chosen by the Sponsor without compensation or additional compensation.

14. GENERAL CONDITIONS: By participating in the Promotion, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of the Sponsor, which are final and binding on all matters pertaining to the Promotion. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. All entries, as applicable, become property of the Sponsor and none will be acknowledged or returned. Sponsor reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Promotion in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Promotion is compromised. The Sponsor reserves the right to disqualify any entrant or winner, as determined by the Sponsor, in its sole discretion and without liability to the entrant or winner. The Promotion is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Promotion is void where prohibited or restricted by law. All disputes, issues and/or questions concerning the Promotion, including the rights and obligations of the entrant and the Sponsor in connection with the Promotion, or the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Any legal actions, suits or proceedings related to the Promotion (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Los Angeles County, California, and each entrant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Promotion. The Sponsor may substitute prizes of equivalent value, amend the rules, or discontinue the Promotion at any time for any reason. The Sponsor disclaims

any responsibility to notify entrants of any aspect related to the conduct of the Promotion.

15. **PRIVACY AND PERSONAL INFORMATION:** Sponsor may collect personal data about entrants online and use such data in accordance with Sponsor's privacy policies at <http://www.gameloft.com/privacy-notice> ("Privacy Policies") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policies carefully. By participating in the Promotion, entrants hereby agree to such collection and use of their personal information by Sponsor, either collectively or individually, and acknowledge that they have read and accepted these Official Rules and the Privacy Policies.

16. **FORCE MAJEURE:** Without limiting any other provision in these Official Rules, in the event that any of the Promotion's activities or the Releasees' operations or activities are affected, as determined by the Sponsor, in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis (e.g. SARS), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, the Sponsor shall have the right to modify, suspend, or terminate the Promotion, and no Releasees shall be responsible or liable to any entrant or prize winner or any person claiming through such entrant or prize winner for failure to supply the prize or any part thereof. The Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

17. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official 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 Official 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. Sponsor's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and these Official Rules,

these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

18. WINNERS LIST: For the name of the official prize winners, available after the conclusion of the Promotion, or a copy of these Official Rules, send a self-addressed, stamped envelope to "ASPHALT 9 MICROSOFT SURFACE DUO 2 SWEEPSTAKES" - WINNERS LIST, Gameloft Inc., 50 W, 23rd Street, 10th Floor, New York, NY 10010, USA. Vermont residents may omit return postage for Official Rules requests. Official Rules are also available during the Promotion Period on Sponsor's platform.

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