

**“2<sup>ND</sup> ANNIVERSARY TOP TEAM CHALLENGE”  
COMPETITION 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 (SIXTEEN) OR OLDER AT  
THE TIME OF ENTRY.**

This Competition is in no way sponsored, endorsed or administered by, or associated with Snapchat, Twitter or any other social media platform. You are providing your information to Ubisoft Entertainment (the “**Sponsor**”) and not to Snapchat, Twitter or other social media platform. The information you provide will only be used in accordance with the Ubisoft privacy policy which may be viewed at <https://legal.ubi.com/privacypolicy> .

1) ELIGIBILITY

“**2<sup>ND</sup> ANNIVERSARY TOP TEAM CHALLENGE**” (the “**Competition**” or “**Contest**”) is open to any person who is at least 16 (sixteen) 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.

2) SPONSOR

Ubisoft Entertainment – 28 rue Armand Carrel, 93108 Montreuil sous Bois – France, registered under the number 335 186 094 in the company register of Rennes.

3) COMPETITION PERIOD

The Competition will begin at 00:00AM Eastern European Time time (“EET”) on November 18, 2019 and will end at 23:59 (EET) on December 9, 2019.

4) HOW TO ENTER

**To enter the Competition, please follow the steps below.**

Enter the Competition by:

- Download South Park: Phone Destroyer mobile game;
- Join a team in the game. A team is composed of up to 50 members;
- Taking part and finishing every team war during the competition period as a member of the same team

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 Competition rules and the decisions of Ubisoft Entertainment (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 herein or otherwise do not comply with the Competition rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor, in accordance with these Competition rules and regulations, will determine in its sole discretion, what constitutes a valid entry.

#### 5) PROHIBITED ACTIONS

During the Competition, Ubisoft 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 or entries;
- Colludes with other Entrants to create an unfair advantage;
- Uses any kind of cheats, in-game exploit or hack;
- Does not comply in full with the current Competition Rules;
- Has a behavior which, in Sponsor's estimation, is unlawful, harmful, abusive, or is in any other way unacceptable.
- Registers entry contains (i) pedophilic, racist, xenophobic, liable to incite hatred, violent elements (ii) trademarks, copyrights and/or logos not belonging to Entrant (iii) element that is injurious, libelous, disparaging, harassing, threatening, malicious, untruthful, to a third party and/or may damage a third party's reputation (iv) sexually explicit, pornographic, obscene, vulgar, obscene element or anything contrary to morality. 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.

#### 6) PRIZE

Only the Prizes listed below will be awarded in this Competition.

- 550 (five hundred and fifty) special edition South Park: Phone Destroyer collectible cards for a value of EUR 0,7 (seventy cents Euros) per item;
- 50 (fifty) South Park: Phone Destroyer t-shirts for a value of EUR 13 (thirteen Euros) per item;
- 200 (two hundred) South Park: Phone Destroyer stickers for a value of EUR 0,5 (fifty cents Euros) per item;
- 50 (fifty) digital in game reward packs for the first winning team (individually, a "1<sup>st</sup> place Team War reward pack") for a value of approximate EUR 85 (eighty-five Euros) per item;
- 50 (fifty) digital in game reward packs for the second winning team (individually, a "2<sup>nd</sup> place Team War reward pack") for a value of approximate EUR 77 (seventy-seven Euros) per item;
- 50 (fifty) digital in game reward packs for the third winning team (individually, a "3<sup>rd</sup> place Team War reward pack") for a value of approximate EUR 69 (sixty-nine Euros) per item

For the avoidance of doubt, the Team War reward packs contain randomized in-game cards.

Each member of the 1<sup>st</sup> winning team will receive a goodie package which includes 11 collectible cards, 1 poster and 1 t-shirt and 1 (one) 1<sup>st</sup> place Team War reward pack.

Each member of the 2<sup>nd</sup> winning team will receive 1 (one) 2<sup>nd</sup> place Team War reward pack.

Each member of the 3<sup>rd</sup> winning team will receive an additional (one) 3<sup>rd</sup> place Team War reward pack.

All taxes on the Prizes are the winners sole responsibility. Prize is 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 the Prize depend on the total number of eligible entries received. Winners may not transfer the Prize to a third party. The Sponsor will not replace any lost or stolen Prize.

Prize 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 Prize.

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 Prize.

#### 7) WINNERS SELECTION

Sponsor will select the 3 (three) first winning teams among all Entries meeting the Competition requirements according the following specifications:

- After each team war, Sponsor will record every team's score;
- Team wars are played as per usual;
- Sponsor will compose and publish list of current top 10 teams and their total scores to the community every Monday from the start date of the Competition;
- After December 9, 2019 15:00pm (EET), the team with highest total score combined from the competition period wins the main prize. Additional prizes will be allocated for the 2nd and 3rd teams.

#### 8) WINNER NOTIFICATION

Winners will be notified via in game messaging tools within two (2) business days from the selection of the Winners. Members of the first winning team will have to provide their complete name and address, personal phone number and shirt size in order to receive their prize. 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. Winners will confirm their acceptance of the Prize within five (5) business day from the notification. Silence will be deemed as an express refusal.

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. "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.

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

#### 9) ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

ENTRANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, THE COMPETITION ENTITIES 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; AND (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 and any third parties associated or affiliated with the development and execution of this Competition are not responsible for problems regarding downloading or uploading of any Competition-related information or for any other technical malfunctions preventing the Entries, such as malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, congestion on the internet or the web site, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Competition. Sponsor will not bear any responsibility regarding any malfunction of third parties' application and/or API (loss of data, account disabling ...).

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.

11) PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS

Acceptance of any Prize constitutes Prize winner's permission for the Entities and use Prize winner's entry materials, including video, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**") when relevant, for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, and releases the Competition Entities from all claims arising out of the use of such Attributes.

All materials submitted to Sponsor shall become the sole property of Sponsor and will not be returned or acknowledged. As consideration for entering and participating in the Competition, Entrant agrees that Entrant shall relinquish any and all rights to the materials that Entrant submits. Submission of an entry grants the Sponsor and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the Entrant. Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights.

**For Residents of France Only:** French winners will receive a document called “eligibility/publicity release” designed to obtain his/her free consent to use his/her full names, likeness, city of residence and photographs for promotional purposes and without additional compensation. In any case, the lack of consent does not prevent a winner from receiving the Prize.

#### 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>.

Winners acknowledge that Sponsor will collect and process their personal data in order to provide them with their Prize. It will be accessible to Sponsor, Sponsor’s Affiliates and to shipment partners who will be in charge of delivering the Prize. Winners’ personal data will be deleted when the Prize will be delivered.

The processing of Winners’ personal data by Sponsor is necessary to perform the contract they have entered with Sponsor by accepting the rules of the Competition.

Sponsor may also transfer Winners 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 can request a copy of their data, its deletion or rectification, object to the processing of their data, request the restriction of its processing, and receive their information in portable form by contacting Ubisoft’s data protection officers [here](#). After contacting Sponsor, if Winners are not satisfied with the way Sponsor handled their request, they may address a complaint to the supervisory authority of their country.

#### 13) DISQUALIFICATION

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 Competition rules. 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, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with 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, Entrant agrees that the Court of Paris will be the exclusive forum for any formal dispute resolution; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Competition rules, or the rights and obligations of the Entrant and Sponsor in connection with the Competition shall be governed by, and construed in accordance with, the laws of France without giving effect to any choice of law or

conflict of law rules. For Residents of Quebec Only: Any litigation respecting the conduct of organizing a publicity contest may be submitted to the Régie des alcools, des courses for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. For Residents of Germany only: This limitation to venue and the amount of damages does not apply if not permitted by law.

16) COMPETITION RULES, WINNERS LIST

A copy of these Competition rules may be downloaded from <https://southparkphonedestroyer.com/?p=1086> for the duration of the Competition. Ubisoft will keep the winners list private and won't share them publicly.

17) ADDITIONAL TERMS

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.

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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 ANY SOCIAL MEDIA PLATFORM. YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO ANY SOCIAL MEDIA PLATFORM.**

Nothing in these Competition rules shall be deemed to exclude or restrict any of the winner's or the Entrant's statutory rights as a consumer.