

Gameloft Ultimate Mobile Gaming Sweepstakes

Official Rules

1- PROGRAM DESCRIPTION: No purchase necessary. A purchase will not improve your chance of winning. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. This Sweepstakes begins at 12 a.m. P.S.T. on March 11th 2004 and ends at 11:59 p.m. P.S.T. April 1st, 2004.

2- SPONSOR: Sponsor is Gameloft Inc. ("Gameloft"), 625, Third Street, 3rd Floor, San Francisco – CA 94107.

3- ELIGIBILITY: The Sweepstakes is open to legal residents of the continental United States (except for those states listed below), who are at least 16 years old. Employees of Alienware Corporation, Gameloft and Cingular Wireless, L.L.C. and their affiliates, related parties and immediate family are not eligible to enter this Sweepstakes. Sweepstakes void in FL, VT and RI and where prohibited by law and subject to all federal, state and local laws and regulations.

4- HOW TO ENTER: There are three ways to enter the Gameloft Ultimate Mobile Gaming Sweepstakes.

(1) Internet Method:

You can enter the Gameloft Ultimate Mobile Gaming Sweepstakes by means of the Internet by accessing the Gameloft web site located at www.gameloft.com/cingular. You shall complete the registration form to enter the Gameloft Ultimate Mobile Gaming, by filling out your full name, complete home address, including zip code, home telephone number (including area code), date of birth, email address, and any other requested fields and follow the instructions at the web site. Only one registration is needed. There is no charge for Internet entry. Free Internet access and e-mail accounts are available at many public libraries.

(2) Short Code Method:

You can also enter the Gameloft Ultimate Mobile Gaming Sweepstakes by sending text message "win" to short code GLOFT (45638) from your Cingular mobile phone. Only one registration is needed. No charge for your initial registration, except on prepaid service.

(3) Mail-in Method:

You can also enter by mailing in a postcard with your full name, complete home address, including zip code, home telephone number (including area code), date of birth, email address (if available), to: Gameloft Ultimate Mobile Gaming, 625 Third Street, 3rd Floor, San Francisco – CA 94107. Only one card per person is needed. If entry is by a minor, the following must be hand printed on the card "I have read and agree to the Official Rules of the Gameloft Ultimate Mobile Gaming, and my child has my permission to participate in the Sweepstakes." The name of the minor's parent/legal guardian must be printed, signed, and dated. If Prize Winner is a minor under applicable state law, the prize may be awarded in name of parent or legal guardian.

Once registered to the Sweepstakes, you will receive one (1) entry each time you download a Gameloft mobile game. Normal charges may apply based on customer's current messaging feature subscriptions or plan.

Your entry is deemed submitted upon receipt of your online transmission, your text message or your postcard.

No participant can receive more than the maximum number of permitted entries for the period of the Sweepstakes which number shall be 10.

To be eligible, all entries must be received by Gameloft no later than 11:59 p.m. P.S.T. on April 1, 2004. Gameloft is not responsible for undeliverable, late, illegible, incomplete, misdirected e-mail, mechanical errors, typographical errors, computer malfunctions, display viewing problems, faulty transmissions or network errors. Entries that are incomplete, defective, altered forged or irregular in any way, or not in full compliance with the official rules are void.

5- PRIZES: Grand Prize Package (1 Total): The grand prize package consists of: One (1) Alienware Area 51 Computer (Estimated Retail Value: \$4,448.00). Visit www.gameloft.com/cingular for full details of Grand Prize Package.

6- PRIZE STRUCTURE: Taxes and incidental fees, including all federal, state, and local taxes, are the sole responsibility of the prize winner. All prizes are non-transferable and/or not assignable. Winner will be required to execute an affidavit of eligibility, liability release and W-9 tax form within 14 days of winning the prize or the prize will be forfeited. By entering the Sweepstakes, winner consents without limitation and without receiving additional compensation, to the use of his/her name, voice, photograph, and/or likeness by Alienware Corporation, Gameloft and Cingular for advertising purposes on-air or on the internet.

7- WINNER SELECTION: Winners will be selected in a random drawing, conducted on or about April 15, 2004 by Gameloft from all eligible entries. Odds of winning depend on the total number of entries received. The winner will be notified by email or by phone and must respond within 7 days of the drawing. The Prize Winner will be required to verify address and to execute before a notary public an affidavit of eligibility and liability/publicity release, which must be returned within 7 days after notification attempt. If winner is a minor, the prize will be awarded in the name of winner's parent or legal guardian, who is solely responsible for all applicable federal, state and local taxes. Gameloft is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners or for any late, lost, misdirected, or unsuccessful efforts of a winner who is a minor to provide signed guardian consent. Failure of the winner to return the executed affidavits and release forms within the specified time period may result in forfeiture of the prize and selection of an alternate winner from the remaining eligible entries. Prize will not be awarded until all such properly executed and notarized forms are returned. By accepting prize, winners consent to the use of their names, voices and likeness for promotional, advertising and publicity purposes in any and all media worldwide in perpetuity by Gameloft without further compensation except where prohibited by law. Potential First Prize Winner will receive their prize via mail upon verification and Alienware has received a W9 form around May 1, 2004, at the address provided by the Player on the Sweepstakes registration page. If the package is returned to Alienware due to errors in address provided by the Player on the Sweepstakes registration page, it will result in forfeiture of the prize by the potential winner and selection of an alternate winner from remaining eligible entries.

8- CONDITIONS: By entering, you accept and agree to be bound by these Official Rules and the decisions of the judges. You further agree to release Alienware, Gameloft, Cingular L.L.C and their agents and their respective parent companies, subsidiaries and affiliates, and each of their respective agents from any and all liability, loss or damage arising out of their participation in the Sweepstakes or with respect to the awarding, receipt, possession, use or misuse of any prize. Gameloft and its agencies assume no responsibility for lost, misdirected, or late entries or by any human or mechanical error, which may occur in the processing of the entries in this Sweepstakes. Gameloft reserves the right to cancel Sweepstakes or change any element thereof, with or without notice, at any time, due to mistakes in the production of the Sweepstakes. Gameloft may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Gameloft representatives. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, conduct of the promotion, then Gameloft reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

9- Gameloft games may not be available on all Cingular Wireless handsets. Please visit www.gameloft.com/cingular for a complete listing of titles available for Cingular Wireless handsets. Charges apply for downloading Gameloft games to your handsets.

10- CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMIND THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GAMELOFT RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

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