

## Gameloft "Download to Win an Xbox 360 Kinect®" Sweepstakes OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**ONLY OPEN TO LEGAL RESIDENTS OF A CRICKET SERVICE AREA (as defined below) 13 YEARS OF AGE OR OLDER AS OF March 30, 2011. VOID WHERE PROHIBITED.**

**Sponsored by:** Cricket Communications, Inc. ("**Cricket**"), 6380 S Fiddler's Green Circle, Suite 900, Greenwood Village, CO 80111 and Gameloft Inc. ("**Gameloft**"), 45 W. 25th St., New York, NY 10010, USA (Cricket and Gameloft are collectively referred to herein as the "**Sponsors**").

**1. Eligibility:** The **Gameloft "Download to Win an Xbox 360 Kinect®" Promotion** (the "**Sweepstakes**") is open to legal residents of a Cricket Service Area (excluding residents of any jurisdiction where participation may be prohibited or restricted by law) who are at least thirteen (13) years of age as of March 30, 2011. If a Prize winner is a minor under applicable state law, such winner's Prize may be awarded in name of parent or legal guardian. Employees of the Sponsors and their respective direct or indirect parents, affiliated and related entities, subsidiaries, and advertising and promotion agencies and the officers, directors, agents, licensees and assigns of such entities (collectively, the "**Sweepstakes Entities**"), the immediate families of such employees (spouse, parent, sibling, child and respective spouses) and the residents of the households of any such employee, whether or not related, are not eligible to enter the Sweepstakes or win a Sweepstakes prize. Void in Florida and Rhode Island, and otherwise where restricted or prohibited by law. All applicable federal, state and local laws and regulations apply.

"**Cricket Service Area**" is defined as the following metropolitan areas: Fayetteville, Arkansas, Fort Smith, Arkansas, Jonesboro, Arkansas, Little Rock, Arkansas, Hot Springs, Arkansas, Phoenix, Arizona, Tucson, Arizona, Fresno, California, Visalia, California, Modesto/Merced, California, San Diego, California, Colorado Springs, Colorado, Pueblo, Colorado, Denver, Colorado, Boulder, Colorado, Fort Collins/Greeley, Colorado, Macon, Georgia, Savannah, Georgia, Boise, Idaho, Coeur D'Alene, Idaho, Chicago, Illinois, Wichita, Kansas, Louisville, Kentucky, Lexington, Kentucky, Baltimore, Maryland, Kansas City, Missouri, St Louis, Missouri, Omaha, Nebraska, Lincoln, Nebraska, Las Vegas, Nevada, Reno, Nevada, Las Cruces, New Mexico, Albuquerque, New Mexico, Santa Fe, New Mexico, Buffalo, New York, Rochester, New York, Syracuse, New York, Charlotte, North Carolina, Greensboro, North Carolina, Raleigh/Durham/Chapel Hill, North Carolina, Burlington, North Carolina, Cincinnati, Ohio, Columbus, Ohio, Dayton, Ohio, Oklahoma City, Oklahoma, Tulsa, Oklahoma, Eugene, Oregon, Portland, Oregon, Salem, Oregon, Philadelphia, Pennsylvania, Pittsburgh, Pennsylvania, Charleston, South Carolina, Chattanooga, Tennessee, Knoxville, Tennessee, Memphis, Tennessee, Nashville-Middleton, Tennessee, Austin, Texas, Temple/Killeen, Texas, San Antonio, Texas, Del Rio/Eagle Pass, Texas, Houston, Texas, Beaumont/Port Arthur, Texas, Bryan/College Station, Texas, Brownsville, Texas, McAllen/Edinburg/Mission, Texas, Richmond, TX, Corpus Christi, Texas, Laredo, Texas, El Paso, Texas, Salt Lake City-Ogden-Provo-Wasatch Front, Utah, Spokane, Washington, Madison, Wisconsin, Milwaukee, Wisconsin, and Washington, DC. For the avoidance of doubt, the Cricket Service Area shall only include the portions of such metropolitan areas located within Alabama, Arkansas, Arizona, California, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Washington, West Virginia, Wisconsin, and the District of Columbia.

**2. How to Enter:** Between 12:00:01 a.m. Pacific Time ("**PT**") on March 30, 2011 and 11:59:59 p.m. PT on April 26, 2011 (the "**Entry Period**"), you may enter by using the following entry method:

- 1) Game Download Entry Method:** You may enter the Sweepstakes by purchasing any of the following Gameloft mobile games: Uno, Bubble Bash, Block Breaker Deluxe 2, Chessmaster, Brain Challenge, Gangstar 2, Midnight

Pool 2, NFL 2011, Platinum Solitaire 2, The Oregon Trail 1, Assassin's Creed Brotherhood, Texas Holdem Poker, Skee-ball, Platinum Solitaire 3, Vampire Romance when purchasing from a BREW device, or Uno, Bubble Bash, Block Breaker Deluxe 2, Chessmaster, Brain Challenge, Gangstar 2, Midnight Pool 2, NFL 2011, Platinum Solitaire 2, The Oregon Trail 1 when purchasing from a Smartphone device (collectively, the "**Games**") through the "Games & Apps" or "Cricket Clicks" section of the main menu of your Cricket feature phone or through the portal storefront or storefront client on Cricket smartphones, you will receive one (1) automatic entry to the Sweepstakes. All download entries must be *received* by 11:59:59 p.m. PT, April 26, 2011, when the promotion ends. Gameloft disclaims any and all liability relating to the Cricket mobile services and any use thereof except as set forth above.

Use of the Games subject to the terms and conditions of the End User License Agreement relating to such game, which is a legal agreement between entrants and Gameloft.

If you enter the Sweepstakes using the Game Download Entry Method, the prize will be awarded to the Cricket Authorized Account Holder of the Cricket Mobile Phone Number assigned to the phone to which the Game was downloaded. "**Cricket Authorized Account Holder**" is defined as the natural person who is assigned a Mobile Phone Number by Cricket or as shown on Cricket records, provided that person meets all eligibility criteria set forth in these official rules (the "**Official Rules**"). "**Cricket Mobile Phone Number**" is defined as the telephone number assigned to a Cricket Authorized Account Holder.

2) You may enter without a purchase by hand-printing your first and last name, street address, city, state, zip code, day and night telephone numbers, date of birth and email address on a 3"x 5" card and mailing it in a standard business-size #10 envelope to: "Download to Win an Xbox 360 Kinect®" Sweepstakes, 28 2<sup>nd</sup> Street, #500, San Francisco CA 94105. P.O. Box addresses are not valid. All mail-in entries must be postmarked by April 26, 2011 and received by April 29, 2011. No mechanically reproduced entries allowed. Limit: one mail-in entry per stamped envelope, eighteen mail-in entries per person.

3. **Prizes:** One (1) Prize winner will receive one (1) Xbox 360 250GB Console with Kinect Bundle including:

- \* Xbox 360 250GB Console
- \* Kinect Sensor for Xbox 360
- \* Kinect Adventures Game — rated "E" for Everyone
- \* Xbox 360 Black Wireless Controller and Xbox 360 Headset
- \* Xbox 360 Composite A/V cable (standard definition).

Average Retail Value (ARV) is \$399. Total ARV of Sweepstakes: \$399.

4. **One Grand Prize:** The Sponsors will award (collectively, a "**Prize**") to the winner selected in the manner set forth below (subject to the conditions set forth in these Official Rules).

All federal, state and local taxes and any other costs and expenses associated with acceptance and use of a Prize that are not specified herein are the sole responsibility of each winner. Form 1099 tax statements will be filed with the IRS for each winner if required. Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by the Sponsors. No winner may make substitutions, cash redemptions or transfer of the prize or any component thereof, except to the extent required by law. The Sponsors reserve the right to substitute a prize of comparable or greater value, at their sole discretion. All Prize details are at the sole discretion of the Sponsors.

Winners will be sent the Xbox 360 Kinect® Prize Pack by mail or will be required to pick-up at a local Cricket store, after having signed and returned the required documentation as described in paragraph six (6) below.

The odds of winning a Prize depend on the number of entries received.

**5. Drawings and Notifications:** Potential winners will be randomly selected on May 3, 2011 from among all eligible entries received for the entire Entry Period (the “**Draw**”). The Draw will take place at the offices of Cricket. One (1) Grand Prize winner will be selected from all entries received during the Sweepstakes Period. An entry will be deemed to be received on the date a qualifying game is purchased and downloaded by a Cricket customer or the date a postcard is postmarked. The odds of winning will depend on the total number of eligible entries received. Winners will be notified by telephone and/or email. If there are an insufficient number of entries, Sponsor reserves the right not to award all the prizes. Judges' decisions in all matters relating to this Sweepstakes are final.

**6. Winner Notification:** The potential winner will be notified by phone following the Draw on May 4, 2011 between the hours of 9:00 am and 5:00 pm PT or on May 5, 2011 between the hours of 9:00 am and 5:00 pm PT (the “**Qualifying Calls**”). Each Qualifying Call will be placed to the Cricket Mobile Phone Number. During each Qualifying Call, the potential winner will be screened to see if he/she meets eligibility requirements for the Sweepstakes. If any potential winner does not meet the eligibility requirements for the Sweepstakes the prize will be forfeited by such potential winner and, at the Sponsors' discretion, one or more additional Qualifying Calls may be placed to other potential winners. Any potential alternate winners will be contacted on May 5, 2011 between the hours of 9:00 am and 5:00 pm PT or on May 6, 2011 between the hours of 9:00 am and 5:00 pm PT on the Cricket Mobile Phone Number, and screened as above. **A POTENTIAL WINNER WILL NOT BE DECLARED A WINNER UNTIL AND UNLESS such potential winner (1) meets the Sweepstakes eligibility requirements as determined during the Qualifying Call; and (2) executes and returns within ten (10) business days following the Qualifying Call: (a) a completed IRS Form W-9, if necessary, and (b) to the extent not prohibited by law, a Sweepstakes liability release, publicity release and affidavit of eligibility (the forms will at Cricket's election, will be either over-nighted to the potential winner or be made available for pick-up at a local Cricket store).** If a potential winner is not available for the Qualifying Phone Call that individual will not continue with the Sweepstakes and the prize will be forfeited and, at the Sponsors' discretion, awarded to an alternate winner. No messages will be left in the event a potential winner does not answer a Qualifying Call personally. If any communications regarding the prize or the Sweepstakes are returned as undeliverable then, at the Sponsors' discretion, that individual will not continue with the Sweepstakes and the prize will be forfeited and, at the Sponsors' discretion, awarded to an alternate winner.

**7. General Conditions:** By participating, entrants agree (a) to abide by the terms of these Official Rules and by the decisions of the Sponsors, which are final and binding on all matters pertaining to this Sweepstakes; and (b) to release and hold harmless the Sweepstakes Entities from and against any liability whatsoever for any injuries, losses, claims or damages of any kind resulting from participation in the Sweepstakes or the acceptance, possession, or use of a Prize. Except where prohibited by law, acceptance of a Prize constitutes each winner's consent to the use by Sweepstakes Entities and their designees of his/her name, voice, face, performance, likeness and city and state of residence for advertising and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission. Acceptance of a Prize constitutes each winner's consent to have his or name released in a winner's list which will be made available to the public.

Entries submitted by the Game Download Entry Method will be deemed made by the Cricket Authorized Account Holder of the Cricket Mobile Phone Number. The potential winner may be requested to provide the Sponsors with proof that he/she is the Cricket Authorized Account Holder associated with the potentially winning entry.

If for any reason the Sweepstakes is not capable of running as planned, including as a result of infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event the Sweepstakes is terminated, the Sponsors reserve the right to conduct a random drawing to award the prize from among all eligible, non-suspect entries received for the applicable drawing up to time of such action. The Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or downloaded games. The Sweepstakes Entities are not responsible for late, lost, stolen, incomplete, garbled, inaccurate, mutilated, delayed, undelivered or misdirected entries, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by the Sponsors, or any combination thereof, or for any other error of any kind whether human, mechanical, network, electronic, technical, typographical, printing or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, processing of entries, announcement of the prize or in any Sweepstakes-related materials. The Sweepstakes Entities are also not responsible for any injury or damages related to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes, whether such injury or damages is to participant's or any other person's computer or otherwise.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS EACH RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**IN NO EVENT WILL THE SWEEPSTAKE ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES, OR THE DOWNLOADING AND USE OF THE GAMES FROM, OR YOUR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR WHILE TRAVELING TO OR FROM ANY PRIZE-RELATED ACTIVITY.**

**8.Disputes.** Except where prohibited, as a condition of participating in the Sweepstakes, you agree that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with the Sweepstakes, the prize awarded or the determination of winners, shall be resolved exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, claim or cause of action, under no circumstances will the entrant be permitted to obtain awards for, and hereby waives all rights to claim indirect, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering the Sweepstakes), and you further waive all rights to have damages multiplied or increased. **SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in that State in the City of Los Angeles.

**9.Use of Information:** By entering this Sweepstakes, you agree and consent that any information you provide upon entering may be used by the Sweepstakes Entities in accordance with their respective privacy policies. Gameloft's privacy policy can be found at: <http://www.gameloft.com/privacy-notice/>. Cricket's privacy policy can be found at: [www.mycricket.com/privacy](http://www.mycricket.com/privacy). If you do not want your information used in this manner do not enter this Sweepstakes.

**10. Winner List and Official Rules:** For a list of the names of the winners (available after May 6, 2011) or a copy of these Official Rules, please send a request together with a stamped, self-addressed envelope to be received on or before June 6, 2011 to: Gameloft Download to Win an Xbox 360 Kinect®, c/o Cricket Communications, 6380 S Fiddler's Green Circle, Suite 900, Greenwood Village, CO 80111.