

## **“Modern Combat 2: Black Pegasus YouTube sweepstakes” Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. “Modern Combat 2: Black Pegasus YouTube sweepstakes” (“Sweepstakes”) will begin at 05:00pm Greenwich Meridian Time (“GMT”) on September 20, 2010 and end at 05:00pm GMT on October 7, 2010 (the “Sweepstakes Period”). Sweepstakes is sponsored by Gameloft Inc. (“Sponsor”).

**Eligibility:** Sweepstakes is open to all legal residents of the United States, Canada (excluding Quebec), United Kingdom, Germany, Italy, Spain and Japan, eighteen (18) years of age or older, as of September 19, 2010, except employees (and immediate family members spouse and children, parents, in-laws and siblings and spouses of the foregoing or anyone living in households of such employees) of Sponsor, its parent, subsidiaries, affiliates and its advertising, sweepstakes or promotion agencies, and any other entity engaged in any way in the development, production, printing, distribution or execution of this Sweepstakes (collectively, the “Sweepstakes Entities”). If it is found that a person who does not meet the eligibility criteria set forth in these rules has submitted an entry, that entry will be deemed ineligible and any prize awarded shall be revoked. All federal, state and local laws and regulations apply. **Void where prohibited.**

### **To Enter the sweepstakes**

- 1) **YouTube:** During the Submission Phase, visit [www.youtube.com](http://www.youtube.com) and follow the links and instructions to create or log into your YouTube account. Creating an account is free.
  - a. Once logged in, go on the Gameloft YouTube channel <http://www.youtube.com/gameloft>.
  - b. Look for the “Modern Combat 2: Black Pegasus Contest” video.
  - c. Comment the video with “enter me” to enter the Sweepstakes.
  - d. Each entrant may submit one entry through YouTube during the Sweepstakes Period.
  - e. Any attempt by any person to enter more than one entry by using multiple/different email addresses, identities, registrations, or any other methods will void all entries entered by that person and that person, at the sole discretion of Sponsors, may be disqualified from the Sweepstakes. Use of any automated system or similar devices to participate is prohibited and will result in disqualification.
  
- 2) You may enter without a purchase by hand-printing your first and last name and email address on a 3”x 5”card and mailing it in a standard business-size #10 envelope to: “Modern Combat 2: Black Pegasus YouTube sweepstakes” Sweepstakes, 45 W. 25<sup>th</sup> St., 9<sup>th</sup> Floor, New York, NY 10010. P.O. Box addresses are not valid. All mail-in entries must be postmarked by October 4, 2010 and received by October 7, 2010. No mechanically reproduced entries allowed. Limit: one mail-in entry per stamped envelope, one mail-in entries per person.

Sweepstakes Entities are not responsible for Internet malfunctions, failures or difficulties of any kind, or for illegible, damaged, lost, late, misdirected, incomplete or postage due mail or entries. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sweepstakes Entities reserve the right to disqualify any person or address suspected of submitting fraudulent entries or of tampering with the entry process. All entries become the property of the Sweepstakes Entities and will not be returned.

**Drawing and Notification:** The Winner will be selected from all eligible entries received in a random drawing on or about October 10, 2010. 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 an entrant fills out the online entry form or the date a postcard is postmarked. The odds of winning will depend on the total number of eligible entries received. The Winner will be notified by telephone, email and/or mail. Upon initial notification and verification of potential Grand Prize winner, confirmation will be sent to the winner in writing via e-mail. If there is 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.

**Prizes:**

- One (1) Grand Prize winner will receive one (1) Astro gaming A30 headset (\$129,95) and one (1) version of the Modern Combat 2: Black Pegasus iPhone game (\$9,99). The Grand Prize Average Retail Value (ARV) is \$140.

Total ARV of Sweepstakes: \$140.

**Prize Conditions:** Winner is solely responsible for all applicable federal, state, and local taxes associated with the receipt of any prize. **The prize winner address cannot be a P.O. Box.** If a prize is won by a minor, it will be awarded to a parent or legal guardian who must sign and return all required documents. The winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release, and return it within fourteen (14) calendar days of the date of prize notification. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, or if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return all required documents within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected for the prize at issue. The winner's entry in the Sweepstakes and acceptance of the prize offered constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, and voice and address (city and state) in all forms of media, in perpetuity, without notice, further permission, or compensation. No assignment, transfer, cash redemption of any prize, in whole or in part is permitted. No prize substitution except by Sponsor due to unavailability or security or safety considerations as solely determined by Sponsor, in which case a prize of comparable or greater value will be awarded. Grand Prize winner will be issued an IRS 1099 Form for the fair market value of the prize.

**Terms & Conditions:** This Sweepstakes is subject to all applicable federal, state, and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Entrants also consent to the use of the personal data they submit to be used solely by the Sponsor and affiliated partners for marketing purposes, statistical analysis, or customer relations. This information will never be sold or shared with third parties (other than the Sweepstakes Entities) and all entrants will be given the opportunity to opt-out at any time. Winner and entrants also

agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of any prize offered, or participation in this Sweepstakes. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the full extent of the law.

**Limitations of Liability:** If for any reason this Sweepstakes is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) the termination or suspension date. Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, or delay in the operation or transmission of messages or game downloading, or communications in line failure. Sweepstakes Entities are not responsible for any problems or technical malfunction of any wireless network, failure of any entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the wireless network, including any injury or damage to participant's or any other person's cell phone relating to or resulting from participation in this Sweepstakes or downloading any materials in or relating to this Sweepstakes. Sponsor is not responsible for phone numbers and/or other contact information which changes before the drawing takes place. In the event of a dispute over who submitted a wireless entry, such entry will be declared made by the authorized account holder of the telephone number, pager number or e-mail address submitted at the time of entry. An "authorized account holder" is defined as the natural person who is assigned to a telephone number, pager number or e-mail address by a telephone company, wireless service provider, Internet access provider, Internet service provider, or other organization (e.g. business, educational, government, institution, etc.) that is responsible for assigning telephone numbers, pager numbers, wireless phone numbers and, e-mail addresses, for the telephone exchange associated with the submitted telephone or pager number or the domain associated with the submitted telephone, pager number or e-mail address, as applicable.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COUNTY COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY OF THE CONTROVERSY REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

**Winners List:** To request a list of winner's name, please send a self-addressed, stamped business size envelope, by October 21<sup>st</sup>, 2010, to: "Modern Combat 2: Black Pegasus YouTube sweepstakes" Contest Winner's Confirmation, 45 W. 25<sup>th</sup> St., 9<sup>th</sup> Floor, New York, NY 10010.

**Sponsor:** This promotion is sponsored by Gameloft, 45 W. 25<sup>th</sup> St., 9<sup>th</sup> Floor, New York, NY 10010.

**Sweepstakes Administrator:** This Sweepstakes is being administered by Gameloft Inc., 45 West 25<sup>th</sup> Street, 9<sup>th</sup> floor, New York, NY, 10010. Gameloft Inc. is responsible for overseeing the awarding of prizes.  
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