

**“Sweetheart Sweeps” SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE OR DOWNLOAD NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER TO ENTER.**

**Standard and premium rates (data and text messaging) may apply. Please check your carrier’s service plan for pricing details.**

- 1. THE SPONSOR.** The "Sweetheart Sweeps" Sweepstakes (the "**Sweepstakes**") is sponsored by Gameloft, Inc. (the "**Sponsor**").
  
- 2. SWEEPSTAKES PERIOD.** The Sweepstakes begins on January 18, 2011 at 12:00:01 a.m. Eastern Time ("**ET**") and ends February 15, 2011 at 11:59:59 p.m. ET (the "**Sweepstakes Period**"). Sponsor's computer is the official time keeping device for the Sweepstakes.
  
- 3. ELIGIBILITY.** The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico (excluding all other U.S. territories and possessions) who are eighteen (18) years of age or older at the time of entry. Employees of Sponsor, T-Mobile USA, Inc., and their respective parents, affiliates, subsidiaries, advertising, marketing and promotion agencies, and the immediate family members (spouses, parents, siblings, children and their respective spouses, regardless of where they reside), and household members of each, whether or not related, are not eligible to enter or win. Void where prohibited or otherwise restricted by law. All federal, state, and local laws apply.
  
- 4. HOW TO ENTER.** There are two (2) ways to enter the Sweepstakes:  
**1st Method - Via T-Mobile download:** From your T-Mobile compatible phone, navigate the promotional WAP (Wireless Application Protocol) hosted on the T-Mobile WEB WAP portal, available at <http://www.gameloft.com/t-mobile-sweeps/>

and follow the instructions to purchase one (1) of the following Sponsor mobile games: “Date or Ditch 2”, “UNO”, “New York Nights 2: Friends Forever”, “Las Vegas Nights”, “Block Breaker Deluxe 2”, “Miami Nights 2”, “Bubble Bash 2”, “Midnight Pool 2”, “High School Hook Ups”, “Platinum Solitaire 2”, “Love Triangle”, “Diamond Twister” or “Paris Nights” (each, a “Promotional Product”). You will automatically receive one (1) entry for the Sweepstakes for each purchase of a Promotional Product during the Sweepstakes Period. You will be charged a one-time download fee of \$6.99 for each mobile game you purchase. Standard and premium data, and other fees may apply for Promotional Products that are downloaded and played. Terms and conditions (including information about fees) for downloaded games are available at <http://www.gameloft.com/t-mobile-sweeps/>. Check your T-Mobile service plan for mobile phone capabilities and pricing plan details. All entries made via mobile download must be recorded by 11:59:59 p.m. ET on February 15, 2011 to be eligible.

***2nd Method - Alternative free method of entry.*** You may also be entered into the Sweepstakes without purchasing and downloading a mobile game on your mobile compatible phone, by mailing a 3” x 5” card, including entering your name, date of birth, address, contact phone number (including area code) and e-mail address to: Sweetheart Sweeps Sweepstakes c/o Gameloft, 45 W. 25<sup>th</sup> Street, New York, NY 10010. Limit one (1) mail-in entry per person and per household per day regardless of method of entry. Mail-in entries received from any person or household in excess of the stated limitation will be void. Entries will be disqualified if they contain any inappropriate material or language, including profanity. Limit one (1) mail-in entry per envelope.

All mail-in entries must be postmarked by February 15, 2011 and received by February 20, 2011 to be eligible.

No mechanically reproduced entries, entries made by script, macro or other automated means or entries made by any means which subvert the entry process are not permitted and all such entries will be void. All entries become property of Sponsor and will not be returned.

**5. AGREEMENT TO OFFICIAL RULES AND DISCLOSURE OF CONTACT INFORMATION.** Participation in the Sweepstakes constitutes entrant's full and

unconditional agreement to and acceptance of these Official Rules, and entrants agree that T-Mobile USA, Inc. may share their names, telephone numbers, addresses, email addresses, and any other contact information with Sponsor for the purposes of winner notification. Winning the prize is contingent upon fulfilling all requirements described in these Official Rules.

**6. PRIZE (1).**

One (1) Grand Prize winner shall receive:

- A \$1,000 VISA gift card

No transfer, substitution or cash redemption is permitted by winner. Sponsor reserves the right to substitute the prize in whole or in part with a prize of comparable or greater value. Prize may not be sold, or bartered. Gift cards are subject to certain terms and conditions as specified by issuer. The Grand Prize winner will receive an IRS Form 1099 for the actual value of the prize awarded. Approximate Retail Value ("ARV") of the prize is One Thousand Dollars (\$1,000.00). Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. If any potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein. All prize details are at Sponsor's sole discretion.

**7. DRAWING FOR PRIZE.** Potential winner will be selected in a random drawing on or about February 20, 2011, from all eligible entries received during the Sweepstakes Period. Potential winner, or any alternates, will be confirmed by the Sponsor whose decisions shall be final and binding. Odds of winning depend on the number of eligible entries received.

**8. WINNER NOTIFICATION.** Potential winner will be notified by telephone or email. The Sponsor will place a telephone call to the telephone number listed on the entry form or to the telephone number from which the Promotional Product was purchased. The Sponsor may also send an email notification, if available, to the potential winner. The potential winner is not a winner until all required documentation, including, but not limited to an Affidavit of Eligibility, Publicity Release (where lawful), and Liability Release, is executed by the potential winner and received by Sponsor and such person's eligibility has been verified. Such documents must be signed, notarized and returned to the Sponsor within seventy-two (72) hours of time of receipt. Failure to return the fully-executed documents within seventy-two (72) hours will result in disqualification and selection of an alternate winner, at Sponsor's sole discretion. All decisions of Sponsor shall be binding and final. If the properly executed documentation is not received within the time indicated on such documentation, the potential winner chooses to decline the prize for any reason or fails to comply with these Official Rules, if prize or prize notification is returned as undeliverable, or the Sponsor is unable to contact the potential winner within a reasonable time period, the potential winner will be disqualified and an alternate winner may be selected, at Sponsor's sole discretion. The Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if necessary.

**9. RELEASE/INDEMNIFICATION.** By participating, entrants agree to release and hold harmless the Sponsor, T-Mobile USA, Inc., and their respective parent companies, subsidiaries, affiliates, and advertising, marketing and promotion agencies, and their respective shareholders, officers, directors, agents, representatives and employees of all such companies (collectively, the "**Released Parties**"), from any and all damages, injuries, claims, causes of action, or losses of any kind including without limitation, personal injury, death, property damage, defamation, and any claims based on the rights of publicity and privacy resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes. Each

entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, special, punitive, consequential, direct, or indirect damages including but not limited to damages caused or contributed by (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to failed network, cable, satellite, cellular tower, Internet Service Provider (ISP), computers, servers, providers, or telephone or network lines; (c) printing or typographical errors in these Official Rules or in any other Sweepstakes related materials; (d) lost, stolen, late, postage-due, misdirected, garbled, incomplete, delayed, damaged, or undeliverable entries or mail; or (e) errors or problems that may occur in connection with the administration of the Sweepstakes, the processing of entries, the downloading of any Promotional Products, or the announcement of the winner.

**10. PUBLICITY.** By accepting the prize, winner also consents to the Sponsor's and its respective designees' use of his/her name, address (city and state), entry, photograph, voice, biographical information, and likeness in any and all media now known or hereafter discovered, worldwide in perpetuity, for advertising, trade and promotional purposes without further notification, permission, payment or consideration, except as prohibited by law. Upon request, the winner shall provide written consent to such use.

**11. GENERAL CONDITIONS.** Sponsor reserves the right to terminate, cancel, suspend and/or modify the Sweepstakes if intervening circumstances warrant, within Sponsor's sole discretion, due to any reason including, but not limited to, fraud, computer virus, non-authorized intervention, or other technical problem, which corrupts the administration, security, or proper administration of the Sweepstakes. In the event of termination or cancellation, Sponsor reserves the right to award the prize from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to

disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unfair or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law; should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorney's fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor shall have the sole discretion, in case of dispute as to the owner of an eligible entry, to determine identity of the owner of the eligible entry. Likewise, in the event of a dispute as to the owner of an eligible entry, Sponsor may, within its sole discretion, disqualify such an entry. In the event the winner engages in acts or behavior which violates any law, creates a risk of harm to themselves or others, or to property, or creates a risk of liability for the Sponsor, or to damage the reputation of the Sponsor, its officers, employees, subsidiaries, partners, or promotional agencies, the prize may be forfeited. Any other trademarks or names used in this Sweepstakes are the property of the respective owners and are used for identification purposes only.

**12. PRIVACY.** Information collected from entrants shall be used only for the purpose of the Sweepstakes and prize notification and will not be re-used, sold or shared in any manner by Sponsor or any third parties unless entrant has elected to receive additional information and promotional material from the Sponsor or a third party. By entering the Sweepstakes, you agree to all the terms and conditions of Sponsor's Privacy Policy which can be viewed at [www.gameloft.com/privacy-notice/](http://www.gameloft.com/privacy-notice/).

**13. DISPUTES.** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Michigan. All issues and questions concerning the construction,

validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. SWEEPSTAKES WINNER AND OFFICIAL RULES.** A copy of the Official Rules may be obtained during the Sweepstakes Period from <http://www.gameloft.com/t-mobile-sweeps/> (the "**Website**"). You can request the name of the winner by sending a self-addressed, stamped envelope to Sweetheart Sweeps Sweepstakes, Winner's Name, Gameloft Inc., 45 West 25<sup>th</sup> Street, 9<sup>th</sup> floor, New York, NY, 10010. Requests for the winner's name must be received by June 30, 2011.

**15. SPONSOR.** The Sponsor of this Sweepstakes is Gameloft Inc., 45 West 25<sup>th</sup> Street, 9<sup>th</sup> floor, New York, NY, 10010.