"Modern Combat: Sandstorm Contest"
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

INTERNET ACCESS AND VALID E-MAIL ACCOUNT NECESSARY TO PARTICIPATE.

VOID WHERE PROHIBITED BY LAW. ALL FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS AND REGULATIONS APPLY.

1. Eligibility: The "Modern Combat: Sandstorm" Contest (the "Contest") is open only to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Italy, Syria, North Korea, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Contest would be prohibited by law) who are at least thirteen (13) years old at the time of entry, who have an existing Internet connection and who did not purchase any products, services or equipment for the purposes of entering this Contest. Employees of Sponsor and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members (any person living in the same household of any of the foregoing for at least four (4) of the twelve (12) months preceding the start of the Contest) of each such employee are not eligible. The Contest is subject to all applicable federal, state, provincial and local laws and regulations. If it is found that a person who does not meet the eligibility criteria set forth in these Official Rules has submitted an entry, that entry will be deemed ineligible and any prize awarded to such entrant shall be revoked. **Void where prohibited by law.**

2. Sponsor: Gameloft Inc., 45 W. 25th St., 9th Floor, New York, NY 10010, USA.

3. Agreement to Official Rules: Entry and participation in this Contest constitutes entrant's full and unconditional agreement (and permission of an entrant under the age of majority in his/her state or country of residence (a "Minor") to enter and participate in this Contest constitutes such Minor's parent/legal guardian's full and unconditional agreement on behalf of themselves and the Minor entrant) to abide by these Official Rules (exact compliance is essential) and accept the decisions of Sponsor and its agents as final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Contest Period: The Contest begins at 12:00 p.m. Eastern Time ("ET") zone in the United States on the 9th of September, 2009 and ends at 11:59 p.m. ET on the 2nd of October, 2009 (the "Contest Period"). The Contest Period consists of (i) an video submission phase, which begins at 12:00 a.m. ET the 9th of September, 2009, and ends at 11:59 p.m. ET on the 2nd of October, 2009 (the "Video Submission Phase"); and (ii) a voting phase, where the entrants Submission will be judged by a panel appointed by Sponsor (the "Voting Phase").

5. Contest Submission:

a) Video Submission Phase: During the Video Submission Phase, visit www.youtube.com/gameloft (the "Website") and follow the links and instructions to create or log into your YouTube account (the "Account"). Creating an account is free. Once logged into you Account, follow the links and instructions to submit a reply video to the Gameloft viral video: http://www.youtube.com/watch?v=huu3FcfahLU.

(1) video featuring your best War Face (the "Submission"). All Submissions must clearly include the tagline, "This is my War Face!", audibly in such Submissions.

You will be entered into the Contest upon successfully uploading a Submission to the Website. By uploading your Submission, you represent and warrant that your Submission conforms to the Submission Guidelines and Content Restrictions (collectively, the "Submission Requirements") set forth below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Submission Requirements. Entries submitted will not be returned.

Submission Requirements:
Submission Guidelines:

- The Submission must be in Windows Media Video (.avi), .3GP (cell phones), .AVI (windows), .MOV (mac), .MP4 (ipod/psp), .MPEG, .FLV (adobe flash), .SWF (shockwave flash), or .MKV (h.264) format;
- The Submission must not exceed two (2) minutes in length;
- The Submission should be in 1280 x 720 (16x9 HD) and 640 x 480 (4:3 SD) resolution;
- The Submission must not exceed four (4) MB in size;
- The Submission must be your original creation (excluding the tagline that is provided by Sponsor) and not subject to any third party interests (other than Sponsor's);
- The Submission cannot have been previously submitted in a promotion of any kind or exhibited or displayed publicly through any means; and
- Clothing must not contain visible logos and must be suitable for broadcast as determined by Sponsor in its sole discretion.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not contain brand names or trademarks other than Sponsor mark, which entrant has a limited license to use in the Submission for the sole purpose of creating and uploading a Submission in this Contest;
- The Submission must not contain footage, images or artwork not created by entrant;
- The Submission must not contain material that is harmful, abusive, vulgar, sexually explicit, inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libellous or, in a reasonable person's view, otherwise offensive or objectionable;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created

Limit: Each entrant may submit one (1) Submission during the Contest Period. Multiple Submissions received from any person or email address after the first Submission received from that person or email address will be void. Any attempt by any person to enter more than one (1) Submission by using multiple/different email addresses, identities, registrations, or any other methods will void all Submissions entered by that person and that person, at the sole discretion of Sponsor, may be disqualified from the Contest. Use of any automated system or similar devices to participate is prohibited and will result in disqualification.

For all Submissions: The person who is the authorized account holder of the Account that is used to upload a Submission will be deemed to be the entrant. Entrant must have permission from all

individuals that are depicted in a Submission (if any) to use their names and likenesses in a Submission and to grant the rights set forth herein. Entrant is solely responsible for obtaining any and all permissions and clearances to the graphic materials, art work, story lines, music, sound effects, names, themes, ideas, likeness and image of characters and all other materials, created, developed or used by entrant in a Submission. If requested by Sponsor, entrant must be able to provide such permissions and clearance in a form acceptable to Sponsor. In the event there is a conflict between the YouTube Terms and Conditions and these Official Rules with regard to this Contest, these Official Rules shall prevail. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, adapt, broadcast, license, create derivative works from, license, post, sell, translate, distribute and perform and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for commercial, promotional, marketing or any other purposes. Entrant gives up and releases any claim that any use by Sponsor or its designees of any Submission violates any of entrant's rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, or rights to credit for the material or ideas set forth therein. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 8, below) are not responsible for any hardware or software malfunctions, or any lost, late, stolen, intercepted, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of the entries for which will be void. Proof of submission of a Submission to the Contest is not proof of delivery or receipt of an entry by Sponsor.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to create the applicable Account used to upload such Submission will be deemed to be entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winners may be required to show proof of being the authorized account holder.

b) Voting Phase: At the end of the Video Submission Phase, the Submissions will be judged by a group of people coming from the marketing and production teams at Gameloft, to determine the winner based on the originality and creativity of the Submission.

Winner: Subject to the entrant's compliance with these Official Rules, the three (3) entrants whose Submission receives the top rated Submission will be deemed the winners of the Grand Prize (the "Grand Prize Winners").

6. Requirements of Contest Winners: Winners (and a Winner's parent/legal guardian, if such Winner is a Minor) will be notified by mail, email or phone on or around October 2nd, 2009. Each Winner (and such Winner's parent/legal guardian, if a Winner is a Minor) will be required to execute and return to Sponsor, within fourteen (14) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (the "Affidavit") in order to claim his/her prize. If a Winner cannot be contacted within a reasonable time period, fails to execute and return the Affidavit within the required time period, is not in compliance with these Official Rules, or prize or prize notification is returned as undeliverable, such Winner will be deemed to have forfeited the prize, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. If a Winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, at Sponsor's sole discretion. Only three

(3) alternate Winners will be selected through the process described in the preceding sentence, after which the applicable prize will not be awarded. The names of the Winners will be posted following the receipt by Sponsor of the Affidavit from the Winners. All completed Affidavits submitted become the property of Sponsor. The Affidavit will be verified by Sponsor.

Acceptance of any prize shall constitute and signify Winner's (or his/her parent's or legal guardian's, if such Winner is a Minor) agreement and consent that Sponsor and its designees may use the Winner's name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each Winner (or his/her parent's or legal guardian's, if such Winner is a Minor) shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each Winner (or his/her parent's or legal guardian's, if such Winner is a Minor) gives up and releases any claim that any use by Sponsor or its designees of the Winner's Submission violates any of such Winner's rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, or rights to credit for the material or ideas set forth therein. Each Winner (or his/her parent's or legal guardian's, if such Winner is a Minor) will defend, indemnify and hold harmless Sponsor, Released Parties (as defined in Section 8, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these Official Rules.

7. Prizes: After the expiration of the Voting Phase, Sponsor will determine the Winners to award the following prizes:
Three (3) Grand Prize Winners will each receive one (1) $50 iTunes Gift Card.
The Grand Prize Approximate Retail Value ("ARV") is $50 per prize.
Total Grand Prize ARV is $150.

Prizes are non-transferable and no substitution or cash redemption will be permitted unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, in its sole discretion. Any depiction of prizes is for illustrative purposes only. Winners are solely responsible for all federal, state, provincial and local taxes and any other costs, expenses or fees associated with prize acceptance and/or use not specified herein as being provided. Limit: One (1) prize per Winner. All prize details are at Sponsor's sole discretion.

8. Release: ENTRANT (AND ENTRANT'S PARENT/LEGAL GUARDIAN, IF ENTRANT IS A MINOR), BY ENTERING THIS CONTEST, AGREES THAT SPONSOR, YOUTUBE, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, DAMAGES, CLAIMS OR ACTIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY RESULTING IN WHOLE OR IN PART,

DIRECTLY OR INDIRECTLY, FROM RECEIPT, ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY.

IF ENTRANT IS A MINOR, BY ENTRANT'S ENTRY INTO THIS CONTEST, ENTRANT'S PARENT OR LEGAL GUARDIAN FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH WHICH MAY BE SUFFERED BY THE MINOR OR ANY THIRD PARTY.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the Winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor reserves the right, in its sole discretion, to disqualify persons whose eligibility is in question or who cannot or do not comply with these Official Rules, or for any other reason whatsoever. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the submission process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' 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. All decisions of Sponsor on all matters relating to this Contest are final.

10. Entrant's Representations and Warranties; Indemnity: By entering this Contest, entrant (and such entrant's parent/legal guardian, if an entrant is a Minor) represents and warrants to Sponsor that (i) entrant is an individual (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Italy, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Contest would be prohibited by law) who are at least thirteen (13) years old at the time of entry; (ii) entrant did not purchase any products, services or equipment for the purposes of entering this Contest; (iii) entrant has the right and authority to enter into this Contest, to fully perform all obligations hereunder, and to transfer all rights hereunder; (iv) the Submission does not and will not infringe upon the copyrights, trademarks, trade names or other proprietary rights of any thirty party; (v) entrant shall comply with all applicable laws and regulations and shall ensure that entrant's Submission is in compliance thereto; (vi) the Submission and entrant's participation in this Contest are not in violation of any agreement or restrictions binding upon entrant; and (vii) entrant's Submission shall conform to the Submission Requirements. Entrant (or his/her parent's or legal guardian's, if such entrant is a Minor) agrees to defend, indemnify and hold the Released Parties harmless from and against any and all liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees), arising out of any breach of any of entrant's representations or warranties under these Official Rules or any violation by entrant of these Official Rules.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the submission process or the Contest; (4) printing, typographical, technical, computer, network

or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, intercepted, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any third party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but shall specifically exclude 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. Each of the parties hereto submits itself to the exclusive jurisdiction and venue of the United States District Court of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York and the United States without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

13. Personal Information:
The personal Information collected from entrant for this Contest is subject to Sponsor's Privacy Policy (http://www.gameloft.com/index.php?platform=gameloft&section=privacity).

14. Winners List: The names of the Winners will be posted following the receipt by Sponsor of the Affidavits from the confirmed Winners. In addition, to request a list of Winners' names, please send a self-addressed, stamped business size envelope, by October 10th, 2009, to: Gameloft Inc., "War Face contest", Winners Confirmation, 45 W. 25th St., 9th Floor, New York, NY 10010. Vermont and Washington residents and residents of any other states where this requirement is proscribed by law may omit return postage.

15. Copyright/Trademarks: The Contest and all accompanying materials are © 2009 Gameloft Inc. All Rights Reserved. Gameloft and its logo are registered trademarks or trademarks of Sponsor in the United States and/or other countries. All other trademarks and trade names are the property of their respective owners.