Star Wars™ Battlefront II Muselk Competition

Official Rules

This contest is sponsored by EA SWISS SÁRL ("EA" or "Sponsor"), a company incorporated in Switzerland with offices at Place du Molard 8, 1204 Geneva, Switzerland.

NO PURCHASE NECESSARY.

1. **Eligibility:** Star Wars Battlefront II Muselk Competition (the "Contest") is open only to legal residents of Australia and New Zealand, who are at least as old as the minimum age of majority in the jurisdiction from which they enter the Contest. Those who are employees of Electronic Arts Inc. or its affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies ("Sponsor and its agents") or who are immediate family members or persons living in the same household of each such employee or Muselk are not eligible. Subject to all applicable laws and regulations. Void where prohibited. By participating in any Contest, the participant signifies his or her full and unconditional agreement to these Official Rules.

2. **Timing:** The Contest consists of the phases set forth in the chart below:

For Australia and New Zealand:

| Phase | Start Date and Time | End Date and Time |
|------------|--------------------------|---------------------------|
| Submission | August 7, 2017, 6:00 PM | August 13, 2017, 11:59 PM |
| | ('AEST') | ('AEST') |
| Judging | August 14, 2017, 8:00 AM | August 16, 2017, 6:00 PM |
| | ('AEST') | ('AEST') |

IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE APPLICABLE CONTEST ENTRY PERIOD TIMES IN THEIR RESPECTIVE TIME ZONES.

3. **How to Enter:** During the Submission phase, Entrants in Australia and New Zealand must post on Twitter who their favourite Star Wars hero is and why they would love to play as them in Star Wars Battlefront II using the following hashtags (collectively, the "Entry"):

| Region | Required Hashtags |
|---------------------------|---------------------------|
| Australia and New Zealand | #EAContestANZ and #MySaga |

By uploading your Entry, you agree that it conforms to the Entry Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion that your Entry fails to conform to the Guidelines and Restrictions.

4. Guidelines and Restrictions:

- Technical Requirements
 - Entries must include the above hashtags within the searchable text of the Entry.
- Content Requirements

- Entries must (i) incorporate only the Sponsor-provided game images as instructed 0 herein, if any, (the "Contest Assets") and/or the entrant's own originally created or licensed artwork ("Original Creations"). Entries must pertain to the Star Wars Battlefront II as determined by Sponsor in its sole discretion. For purposes of this Contest all Entries will be presumed authored by the person submitting the Entry. You may not incorporate the likeness of another person within your Entry design without their consent. Entries submitted in this Contest must not contain any pornography, or other illicit, illegal, defamatory, morally offensive or obscene content, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify and remove any Entry containing racial, religious, or ethnic slurs, explicit language, obscene, pornographic, violent, or sexual content, or libel, hate speech, references to alcohol, drugs or other illicit substances, or otherwise objectionable, offensive, illegal, inappropriate or prohibited material. Submission of previously published art (other than the Sponsor-provided images) is prohibited. Any Entry that incorporates prohibited content, including but not limited to, third party creations (other than the Sponsorprovided images), trademarks, names, or other third party property(ies), or the work of creative consultants or the likenesses of any other real-life individuals without their consent, or any content that is pornographic, illicit, or otherwise in Sponsor's sole and absolute discretion violates the above Guidelines and/or is not in compliance with these Official Rules, may not be accepted for entry and may not be eligible to win any prize in this Contest.
- By entering, entrants warrant that their Entries contain only Sponsor-provided Contest Assets, if any, and/or their own, Original Creations. Entrants further warrant their Entries do not contain any unauthorized third party copyrighted materials, and otherwise do not violate or infringe the rights, including, without limitation, copyrights, trademark rights or rights of publicity/privacy, of any third party.
- Limitations
 - Each entrant may enter the Contest more than one (1) time during the Contest Period. However, each entrant may only win once with one Entry. Entries received from any person or email address in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void.
 - Uploading an Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, 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 promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry. Sponsor and its agents are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries, all of which will be void. Physical copies of Entries become the property of Sponsor and will not be returned.
 - By providing any Contest Assets for entrants' use Sponsor is granting entrants a limited, non-exclusive, non-commercial license to use the Contest Assets solely in connection with, and as a part of, the Contest. Entrants shall otherwise have no right, title or interest in or to any Contest Assets except as otherwise granted by Sponsor, and any use of the Contest Assets (including use of the Entry that contains Contest Assets) other than as permitted by these Official Rules may constitute copyright and/or trademark infringement.

 In the event of a dispute regarding any Entry, the authorized account holder of the email address used to register will be deemed to be the entrant or participant. 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. Each potential winner may be required to show proof of being an authorized account holder.

5. **Personal Information:** Nothing in these Official Rules shall be deemed to exclude or restrict any of the winner's or the entrant's statutory rights as a consumer.

By participating in the Contest, entrant consents to Sponsor processing their personal information (name, address, email, birthdate) in accordance with Sponsor's Privacy and Cookie Policy, available at <u>http://www.ea.com/privacy-policy</u> for the purposes of:

(a) Organizing, running and monitoring the Contest and prize fulfillment, including, if entrant wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online or in any other media in connection with the Promotion, as described further in Section 7 below); and

(b) Any additional processing activities to which entrants consent.

Entrants acknowledge that personal information may be stored and processed for the purposes set out in the Privacy and Cookie Policy in the United States or any other country in which EA, its subsidiaries, or third party agents operate. By entering the Promotion, you consent that your personal information may be transferred to recipients in the United States and other countries that may not offer the same level of privacy protection as the laws in your country of residence or citizenship.

EA participates in the U.S.-Swiss Safe Harbor Framework for the collection, use, and retention of data from Switzerland. While EA relies on various mechanisms to effectuate cross-border transfers, we continue to adhere to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification, please visit <u>http://www.export.gov/safeharbor</u>.

6. Winner Determination: The following number of Winners will be determined:

| Region | Number of winners |
|---------------------------|-------------------|
| Australia and New Zealand | 10 |

The Winner will be determined according to the following process.

- Judging Phase: During the Judging Phase, Muselk ("Influencer") as determined by Sponsor in its sole discretion will select winners with the highest-scoring Entries (the "Top Entry" or "Top Entries"), based on the following criteria ("Judging Criteria"): 30% Creativity, 40% Humour and 30% Appropriateness to Topic.
- b. In the event of a tie, the entrant whose Entry received the highest score for Creativity, as determined by the qualified judges, in their sole discretion, will be deemed the potential Grand Prize winner. Sponsor reserves the right to select fewer Top Entries

if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

7. Notification: The potential winners will be notified by Influencer's Twitter account (https://twitter.com/MrMuselk) on or within a reasonable time after August 18, 2017 at 8:00 PM ('AEST'). Except where prohibited, each potential winner may be required to sign and return a Declaration of Eligibility and Release of Publicity and Liability, which, if requested, must be received by Sponsor, within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential winner cannot be contacted, fails to sign and/or return the Declaration of Eligibility and Release of Publicity and Liability within the required time period, fails to respond to the Sponsor's winner notification inbox message via social media channels within ten (10) days, refuses the prize, is ineligible to win the prize, or prize is returned as undeliverable, potential winner forfeits prize. Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disgualified or the prize is forfeited for any reason, Sponsor will award the applicable prize to an alternate winner using the skill-based criteria set forth above from among all remaining eligible Entries. Only three (3) alternative winners will be selected, after which Sponsor retains the discretion to donate the applicable prize to a charity of Sponsor's choosing.

- 8. **Prizes:** Each of the winners will receive:
 - a. One copy of Star Wars Battlefront II Deluxe Edition on either PlayStation 4 (physical copy) or PC (digital download code) with the format to be selected by each winner;
 - b. One digital code for Early Access to the Star Wars Battlefront II Multiplayer Beta.

If for any reason an advertised prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. The odds of winning depend upon the number of eligible entries received and relative skill of entrants. Allow until the date of October 4, 2017 for Digital code for Early Access to the Star Wars Battlefront II Multiplayer Beta and the date of November 17, 2017 for a copy of Star Wars Battlefront II Deluxe Edition for shipment of prize(s).

9. General Terms:

a. By participating in any Contest, each participant agrees:

(1) To the extent allowable under applicable law and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which the participant may be entitled as a consumer under the consumer guarantee provisions of the Australian Consumer Law in relation to the operation of the Contest and any prize won, to release and hold harmless Sponsor and its agents from any and all liability or any injury, loss, damage, right, claim or action of any kind arising from or in connection with this Contest or any Contest-related activity or the receipt, possession, use or misuse of any prize won.

(2) The Contest is governed by and interpreted in accordance with the substantive laws of Switzerland. The parties agree that any dispute arising under these Contest Rules will be resolved in the appropriate courts of Switzerland and the parties hereby submit to the non-exclusive jurisdiction of the Switzerland courts provided that the entrant will not be deprived of his or her statutory rights and legal protection as a consumer

granted by the laws of their country of residence.

- b. EA 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 entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other Contest or in an unsportsmanlike or disruptive manner and void all associated entries. 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.
- c. Winners are responsible for any applicable taxes on prizes.

10. **Winner(s) List:** Winner List requests will only be accepted after the end the Promotion Period (listed above) and no later than 2 months from the end date. If you send an e-mail to <u>EACommunityANZ@ea.com</u> for the region in the below table, we will provide you with a list of confirmed winners.

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