

# FOCUS HOME INTERACTIVE SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO BUYERS IN A SWEEPSTAKES.

**Contest or competition:** for the purpose of the following rules, means a procedure for distributing anything of value by lot or chance. No skills are required. All procedures are solely games of chance. **Under any applying laws of the United States of America, contest or competition referred hereafter means sweepstakes under these terms and conditions.**

## Preamble

These general terms and conditions (hereinafter the "Rules") apply to all the competitions, contest and other promotional activities ("the Sweepstake(s)") organized by Focus Home Interactive and/or its subsidiaries or its affiliated companies ("the Organiser").

**Each Sweepstake shall also have specific terms and conditions. The nature of the Sweepstake, its entry requirements, the opening/closing dates of the Sweepstake, the nature of the prizes and their delivery process and all necessary and mandatory information concerning a specific Sweepstake are mentioned in the Specific Terms for the related Sweepstake indicated hereafter at the end of these Rules.**

By participating in the Organiser's Sweepstakes, the Participant will have to agree that he will be legally bound by these Rule and the Specific Terms indicated here below. Failure to comply with these Rules and the applicable Specific Terms will automatically render your entry to such Sweepstake as void.

The Organiser may withdraw or amend any part of this Rules or Specific Terms at any time by posting a new message on Organisers Facebook, Twitter, Instagram accounts ("Accounts") pr Organiser's forums or by email.

## 1. Organiser

Sweepstakes are organised by Focus Home Interactive, a French public company entered on the Paris Trade and Companies Registered under number 399 856 277, having its registered office at Parc Pont de Flandre, Bâtiment 28 "le Beauvaisis" 11, rue de Cambrai – 75019 Paris (France).

## 2. Eligibility

Unless expressly stated in the Specific Terms below, Sweepstakes are open only to residents of the following countries: THE UNITED STATES, CANADA (EXCLUDING QUEBEC), AUSTRIA, BELARUS, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, HUNGARY, ICELAND, ISRAEL, ITALY, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, NORWAY, POLAND, ROMANIA, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, STATE OF QATAR, SWITZERLAND, TUNISIA, TURKEY, THE UNITED KINGDOM, UKRAINE, HONG KONG, SOUTH KOREA, MACAU, TAIWAN AND THAILAND.

All Sweepstakes are open to any person over 18 years old ("the Participant"), excluding residents of countries where language translation of these Rules is required, where publication and bounding of promotions is required, and where otherwise restricted or prohibited by law.

In any case, where Sweepstakes are open to persons under the age of 18, these persons shall be requested that they have obtained approval from their parent(s) for participation in the Sweepstakes. Organiser may request a written statement from Participant parent or legal guardian that they have read and agreed to the present Rules and any additional eligibility requirements that may be mentioned for each Sweepstakes in the Specific Terms.

Focus Home Interactive its employees and their immediate families, participating agents and their associated companies, their employees and their immediate families, are ineligible to enter.

The Organiser reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Organiser, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, any content which infringes the rights of another person (including intellectual property rights or rights of privacy or confidentiality), disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Rules or who has, in the sole opinion of the Organiser, engaged in conduct in relation to the Sweepstakes which is unlawful, fraudulent, misleading, deceptive, improper or generally damaging to the goodwill or reputation of the Sweepstakes and/or Organiser . The Organiser reserves the right to disqualify a winner if the Organiser becomes aware that the winner and/or the winner's entry is of a type described in this clause. Incomprehensible, incomplete and/or otherwise indistinguishable entries will be deemed invalid.

### **3. Entry**

Rules may vary from a Sweepstakes to another, please refer to the Specific Terms below to check a Sweepstake's own entry requirements as specified therein.

In addition to specific requirements for each platform or social networks on which Participant enters, the following general requirements apply to all Participants:

- Follow the instructions by clicking on the Contest Message in any case;
- Become a fan of the Facebook Page if the Participant participates on Facebook;
- Follow the Twitter Account if the Participant participates on Twitter;
- Follow the Instagram Account if the Participant participates on Instagram
- Register on the forum if the Participant participates on a forum;
- Complete form on the website if the Participant participates on a website.

There is a maximum of one entry per Twitter account, Instagram Account, Facebook Account or classic participation (same nickname, same name, same postal address). Participating multiple times from the same account is not allowed. Accordingly, the use of any automated entry software or any electronic means that permits any person to enter any Sweepstake repeatedly is prohibited. However, unless specified otherwise in the Specific Terms indicated below, Participants may participate to a Sweepstake through as much platforms or social networks on which Participant may enter.

Any Participant shall provide accurate and complete information when participating in the Sweepstake. The Organiser reserves the right to verify the validity of any entry, and to reject any entries that are incomplete or otherwise deficient. Accordingly, the Organiser may request a winner, before presenting the award or prize, to provide proof of their identity and residence information previously provided by the Participant. Any participant shall own a PayPal account to enter a Contest.

### **4. Prizes**

The nature of the prizes and their values are mentioned in the Specific Terms indicated below. One candidate can win only one prize at once.

The Organiser reserves the right to substitute the prize (in whole or in part) with a prize of equal or greater monetary value where the circumstances require such. No cash or credit alternatives will be offered, and the prize is not transferable.

Unless otherwise expressly stated in the Contest Message, Participants' names will be entered into a draw for the prize. The name of the winner will be randomly drawn at the Organiser's place.

Taxes and all other charges, costs or other expenses associated with the receipt or use of the prize are of the sole responsibility of the winner.

If for any reason a winner does not take the prize or an element of the prize within the timeframe stipulated in the Specific Terms indicated below by the Organiser, then the prize or that element of the prize will be forfeited and a redraw will occur. If any prize (or part of any prize) is unavailable, the Organiser, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to equal value and/or specification.

All payments (if any) made to the winner shall be proceeded through PayPal. Therefore, the winner must create and communicate to the Organiser its PayPal account details without delay after Notification of the victory. Should the winner not have an active PayPal account, they forfeit the prize entirely.

Without limiting any other section of these Rules, it is a condition of accepting the Prize that the winner: a) must comply with all the conditions of use of the Prize and the Prize supplier's requirements; and b) may be required to sign a legal release in a form determined by the Organiser in its absolute discretion and c) expressly accept that the Organiser has the right to publicise the names, characters, likenesses or voices of any entrants to the Sweepstake.

## **5. Notification**

The winners will be notified by private message on Twitter, Facebook, Instagram or on forums, or by e-mail. The winners must claim the prize within 7 days of the date of notification. The prizes will be sent to the winners within two weeks after the winners have accepted their prize, or as soon as the prize is available. Specific delivery options shall be detailed in the Specific Terms indicated below or by email to the winners. Should any Participant's contact details change during the Sweepstake period, it is the entrant's responsibility to notify the Organiser. A request to access or modify any information provided in an entry should be directed to the Organiser. Should the winner fail to respond or claim the prize within 7 days of the date of notification or if the prize notification is returned as undeliverable, potential winner will be disqualified and time permitting, an alternate winner may be selected at Organiser's sole discretion.

## **6. Liability**

To the extent permitted by law, the Organiser, its officers, employees, agents, representatives and related bodies corporate shall not be liable for any claims, costs, expenses, personal injury, death, loss (including loss of opportunity) or damage whatsoever (including but not limited to indirect or consequential loss or damage) suffered, sustained or incurred (including but not limited to arising as

a result of any negligent act or omission) as a result of, or arising out of, or in any way connected with:

- (a) any Sweepstake (including participation or attempted participation in the Sweepstake);
- (b) the Prize (including use or attempted use of the Prize and/or assembly or attempted assembly of the Prize);
- (c) any technical difficulties or equipment malfunction (whether or not under the Organiser's control); notably impeding access and/or registration on Focus Home Interactive's accounts, and/or to complete/register and send the entry form if any, and more widely to participate in any Sweepstake
- (d) any theft, unauthorised access or third-party interference;
- (e) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser ); and/or
- (f) any Prize that is late, lost, damaged or misdirected in transit.
- (g) the non-compliance with the Facebook, Twitter, and/or Instagram terms and conditions.

Without limiting these Rules, the Organiser is not responsible for any incorrect or inaccurate information, either caused by the Participant or for any of the equipment or programming associated with or utilised in any Sweepstake, or for any technical error, or any combination thereof that may occur in the course of the administration of any Sweepstake. If for any reason a Sweepstake is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Organiser, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Sweepstake, the Organiser reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Sweepstake, subject to any direction given under State Regulation as applicable.

In any case, neither the Organiser nor any other person or party associated with this running this Sweepstake shall be liable for any indirect loss or damage whatsoever or any loss of profits suffered in connection with any Participant's participation in this Sweepstake.

## **7. Intellectual Property Rights**

Pursuant to laws in force governing literary and artistic property, reproduction and representation in whole or in part of the elements comprising the Sweepstake are strictly prohibited. All brands and trademarks cited are the sole property and or are registered by their respective owners.

## **8. Personal Data**

The Organiser is collecting the Participant's personal information for the purposes of conducting and promoting the Sweepstake (including but not limited to determining and notifying winners). The Participant's personal information (name, postal address, social network account ID, IP address) may be disclosed to representatives and agents acting on behalf of the Organiser or assisting the Organiser in the administration of any Sweepstake, including Prize suppliers and deliverers.

Entry is conditional on providing this information. Participants consent to the Organiser using the Participant's personal data for a period no longer than 2 months after the end of the related Sweepstake, without remuneration for the purpose of the administration, promotion and organisation of such Sweepstake only.

All personal data collected in the framework of a Sweepstake, shall be processed by the Organiser as data processor pursuant to the EU General Data Protection Regulation of April 14th 2016 (hereinafter referred to as the "GDPR").

Pursuant to the GDPR, each Participant has, among others, a right to access, amend and object to all nominative personal data and can exercised this right by writing to the following address: [personaldata@focus-home.com](mailto:personaldata@focus-home.com).

For more information about how the Organiser may process Participant's data and all rights associated to it, please refer to [Focus Home Interactive Privacy Policy](#).

## **9. General terms**

The Organiser reserves the right to cancel or postpone the Sweepstake without liability upon the occurrence of events or circumstances beyond its control. The Organiser is entitled to disqualify and to take such other action as may be appropriate, any Participant or winner who, in Organiser's reasonable view, has or may have tampered or interfered with the entry process, violated these Rules and/or Specific Terms, or acted in an unsportsmanlike or disruptive manner. All Organiser's decisions relating to Sweepstake and/or the award of prizes are final, and no correspondence will be entered.

## **10. Restrictions**

As gambling and/or some kind of Sweepstake might be prohibited in some territories subject to certain conditions by national laws, each Specific Terms may specify applicable restrictions in order to comply with these national laws. Under no circumstances shall the Organiser be held liable if the Participant do not comply with these restrictions.

## **11. Applicable law**

These General Terms and Conditions shall be governed by French law. Any dispute which cannot be resolved amicable shall be referred before the Competent courts of Paris, France.

# **SPECIFIC TERMS FOR A The Surge 2 CONSOLE RELEASE CONTEST**

## **1. Entry**

The contest is open on the following social networks: Facebook, Twitter, and Instagram. To enter the contest, you have to follow the Focus Home Interactive page on Facebook, Twitter or Instagram, as well as share on Facebook, retweet on Twitter or like on Instagram the publication of the contest.

## **2. Odds of winning**

Each entry is separate and increases the odds of winning for the participant. A Participant may participate on Facebook AND on Twitter AND on Instagram. A participant gets three times more chances to win the contest if he/she participates through Facebook, Twitter and Instagram compared to participating on only one network.

Start of the contest: 24 September 2019 at 18:00 CEST.

End of the contest: 8 October 2019 at 18:00 CEST.

#### **4.Prize**

The prizes are:

- 1 Xbox One X customized by the artist Vadu Amka + 1 Xbox One customized controller
  - o Value: 1812 euros
- 1 copy of The Surge 2 on the platform of the choice of the winner (PC, Xbox One or PS4)
  - o Value: 49.99 euros for PC via Steam and 59.99 euros for Xbox One and PS4

#### **2. 5. Selection of the winners, notification and Prize delivery**

All the Participants for each social network are gathered together and given a number. One number will be randomly drafted at the end of the Sweepstake Period.

The name associated to that number designates the winner, subject to the condition that the concerned Participant is fully compliant with the Rules of the contest.

Focus Home Interactive will contact the winners through the social network the winners used to participate and announced their win on such related social network. The prizes are sent through standard shipment from Paris, France. The delivery might take up to several weeks to arrive depending on the country of the winner. All winners shall communicate their personal postal information to the Organiser upon request.