

## **Master Thief You Tube Competition (“Contest”)**

### North America Rules

This Contest is being operated and promoted by:

**Square Enix Limited** registered in England and Wales with company number **01840186** (“**Square Enix Europe**”, “**We**”, “**Us**”, “**Our**”) with registered address at:

Wimbledon Bridge House

1 Hartfield Road

London SW19 3RU

United Kingdom

The Contest is only open to holders of an active You Tube user account (“**You Tube Account**”) between 7<sup>th</sup> March (6:00 AM PST) through to 7<sup>th</sup> April 2014 (6:00 AM PSTUTC) who are legal residents in the United States, Canada (excluding Quebec), the United Kingdom, Germany and Spain. The North America Rules apply to legal residents in the United States and Canada (excluding Quebec). Legal residents of the United Kingdom, Germany and Spain shall refer to the Official Rules for such countries here:

<http://community.eidosmontreal.com/blogs/Master-Thief-Competition?theme=thief>

**PLEASE READ THESE RULES (“Rules”) CAREFULLY.** By submitting an entry to the Contest you agree to accept and be bound by these Rules and the terms of any policies referred to in these Rules. We reserve the right to cancel or amend the Contest at any stage if deemed necessary in our opinion and/or if circumstances arise which are outside of our control.

### **Entry Requirements**

NO PURCHASE NECESSARY TO ENTER OR WIN.

Contestants must possess an active You Tube Account and have access to a working internet connection and web browser in order to be able to enter. Contestants are responsible for all connection charges associated with the internet connection and any fees associated with the registration for a You Tube Account. Contestants must ensure that their contact information is correct at the time of registration for a You Tube Account, during and after submission of their Entry. Contestants will be subject to the terms and conditions of use of You Tube (<http://www.youtube.com/t/terms>), which will apply to all videos uploaded.

Contestants must have a permanent residence in one of the following countries: **the United States, or Canada (excluding Quebec)**. Contestants must be at least 18 years of age to enter the Contest in the United States and Canada. The Contest is not open to employees, directors or other officers of Square Enix, Ltd., Square Enix, Inc., Eidos-Montreal or their respective affiliates, agents, media partners and suppliers.

### **How to Enter**

1. Contestants must upload a video using direct feed footage of Thief to You Tube (this video can be a raw direct feed although the video itself can be edited together from user generated direct feeds and post processing affects are also allowed) that has been captured from any version of Thief (PC, PS4, Xbox One, PS3 or Xbox 360).
2. The videos must include the title "The Master Thief Competition".
3. All entries should be uploaded to Contestants' existing You Tube channels.
4. You may enter as many times as you wish.
5. Contestants are permitted to obtain maximum exposure for their videos by using Twitter, Facebook, the Square Enix and Eidos-Montreal forums etc. Contestants are encouraged to add a link to their entry in a reply to the original video announcing the Contest, which is housed on the Yogcast ([www.yogcast.com](http://www.yogcast.com)).

### **Prize**

We will be awarding one winner for each category ("Winner") that we outline below, therefore, there will be a total of two winners for the Contest throughout the United States, Canada, the United Kingdom, Germany and Spain.

Category 1: Best video (i.e. most inventive / funny / compelling / etc.)

Category 2: The most creative Master Thief (e.g. the most clever / impressive sequence of in-game actions).

Each winner will receive an AMD gaming PC (approximate retail value \$ 2100 USD).

Actual retail value of prizes may vary due to market conditions at the time prizes are awarded. All prizes are awarded "AS IS" and WITHOUT ANY WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

### **Entry Period**

Start: March 7, 2014 06:00 Pacific / 09:00 Eastern / 14:00 UK /15:00 EU

End: April 7, 2014 06:00 Pacific / 09:00 Eastern / 14:00 UK / 15:00 EU.

## **Winner Selection**

Entries will be judged by the Eidos-Montreal team and the Winners will be those Contestants who enter Eidos-Montreal's favorite videos in their chosen category

The Winner will be announced on Eidos-Montreal's Thief [blog](#) on Tuesday 15<sup>th</sup> May 2014 ("**Announcement Date**"). Once the Winner is announced, the Winner will be contacted by email through the email account associated with their You Tube account and asked for their mail address and/or shipping information, as well as, be provided with any documents required by Square Enix Europe such as a signed Affidavit of Eligibility and release of liability, in order to distribute the Prize.

A Winner who has not been contacted within two weeks of the Announcement Date should email: [marketingPR@eidosmontreal.com](mailto:marketingPR@eidosmontreal.com). Failure to contact and/or provide us with the requested information within four weeks of the Announcement Date will result in the Prize being forfeited by the Winner. We reserve the right to re-distribute any unclaimed Prize. No cash alternative shall be provided in place of the Prize. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

For a copy of these rules, send a stamped, self-addressed envelope to Square Enix Europe at the address listed above. (Attention: YouTube Master Thief Competition Rules Request). For a copy of the winners list, send a stamped, self-addressed envelope after May 15, 2014 and before June 30, 2014 to Square Enix Europe at the address listed above. (Attention: YouTube Master Thief Competition Winners List Request). Residents of the states of Washington and Vermont may omit return postage.

## **Inappropriate Submissions**

Entries containing obscenity, vulgarity, discrimination, or any other offensive subject matter and/or containing any plagiarized or unauthorized copyrighted material will not be considered by the judges. Entries which infringe upon copyright/intellectual property, personal credit, privacy, are counter to public order and/or morals, are judged to be grossly deviant from the established theme, do not contain all of the required information or contain erroneous information may face disqualification. Square Enix Europe reserves the right to judge whether or not material is appropriate for public display.

## **Data**

**By entering the Contest you consent to us receiving certain information such as your email address ("Contact Information"). This Contact Information may be used by us or our partner to either contact you regarding a Prize or other information relating to our products or similar promotions. If you do not consent to us receiving your Contact Information you may choose**

**to not participate in the Contest.**

### **Right to Use Entries**

By entering the Contest you grant Square Enix Europe a right to use all entries and other materials (“Entry Materials”) including all copyright, trademark, and other proprietary rights associated therewith, submitted by you in regards to this Contest. Further, you grant Square Enix Europe a royalty-free, sublicenseable right to use, reproduce, transmit, modify, and display your entry in any manner and in any medium, including your video and entrant name, for the purposes of advertising and/or promoting the Contest, including but not limited to posting your entry to Yogcast. Without limiting the generality of the foregoing, you acknowledge Square Enix will have the right to use, modify, and make derivative works of the Entry Materials without separate compensation to you or any other person or entity. You agree to take, at Square Enix Europe’s expense, any further action, including without limitation, execution of affidavits and other documents, reasonably requested by Square Enix Europe to effect Square Enix Europe’s usage rights as set forth above.

### **Additional Specific Provisions**

#### **LIMITATION OF LIABILITY AND INDEMNITY**

**TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW SQUARE ENIX EUROPE AND ITS RESPECTIVE AFFILIATES, AGENTS, MEDIA PARTNERS AND SUPPLIERS, INCLUDING BUT NOT LIMITED TO YOUTUBE, WILL NOT BE HELD RESPONSIBLE FOR ANY ENTRY THAT IS SUBMITTED TO THE CONTEST THAT INFRINGES THE COPYRIGHT OR INTELLECTUAL PROPERTY OF A THIRD PARTY. YOU WARRANT AND AGREE THAT YOUR ENTRY WILL CONTAIN WORK THAT IS ENTIRELY ORIGINAL TO YOU AND DOES NOT INFRINGE OR INTERFERE WITH ANY THIRD PARTY COPYRIGHT OR OTHER RIGHTS AND YOU AGREE TO INDEMNIFY SQUARE ENIX EUROPE AND ITS RESPECTIVE AFFILIATES, AGENTS, MEDIA PARTNERS AND SUPPLIERS, INCLUDING BUT NOT LIMITED TO YOUTUBE, AGAINST ANY LOSS ARISING OUT OF ANY BREACH OF YOUR WARRANTY.**

### **Contest Sponsor**

The sponsor of this Contest is Square Enix, Ltd. In states that require an U.S. sponsor, the sponsor is Square Enix, Inc., located at 999 N. Sepulveda Blvd., 3<sup>rd</sup> Floor, El Segundo, California 90245, is the Sponsor. YouTube is not a sponsor of this Contest.

### **Governing Law**

These Rules and all or any dispute arising from them shall be governed by and construed in accordance with the laws of California, without reference to conflict of law principles.