

Official Rules

'ONLY IN BATTLEFIELD 3' COMMUNITY VIDEO CHALLENGE

2011 Official Rules

1. Competition - General

The 'ONLY IN BATTLEFIELD 3' COMMUNITY VIDEO CHALLENGE (the "**Competition**") is a competition of skill. Entries must be posted to a valid YouTube account with the link submitted via email to vidcomp@dice.se ("Competition Site" or "Site"). Entries will be judged on defined criteria to determine a shortlist of the best/top 10 applications. Selection for the shortlist is not a guarantee of winning. Entrants must follow the submission guidelines*.

The Competition will open on Thursday, December 15, 2011 at 09:00 a.m. Pacific Standard Time ("PST") Zone in the United States (e.g. California time) and will close on Monday, January 23, 2012 at 11:59:59 p.m. PST.

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

Limit: You may only submit one entry.

2. Restrictions on Eligibility to Participate in Competition

The Competition is only open to residents of the following countries who are at least 18 years of age: Austria, Australia, Belgium, Brazil, Bulgaria, Canada, China, Czech Republic, Denmark, Finland, France, Germany, Hungary, Italy, Korea, Mexico, New Zealand, Norway, Portugal, Russia, Singapore, Spain, Sweden, The Netherlands, Turkey, United Kingdom, and the fifty United States and the District of Columbia except residents of AZ, CO, MD, ND, TN, and VT. Electronic Arts Inc. ("EA") or its affiliates, subsidiaries, advertising or promotional agencies, as well as members of their immediate families, are not eligible to participate in the Competition.

3. Submission requirements

'ONLY IN BATTLEFIELD 3' COMMUNITY VIDEO CHALLENGE GUIDELINES

a. Technical Requirements

Video entries must be posted onto a valid YouTube account belonging to the entrant with the link posted to the email address vidcomp@dice.se. The entrants should ensure that they title their email notification "ONLY IN BATTLEFIELD 3" in the submission.

Completed entries must be sent electronically during the Competition Period and received by 11:59:59 p.m. PST on Monday, January 23, 2012.

b. Content Requirements

Entrants' submitted Entries must (i) incorporate only the Sponsor-provided content as instructed herein and/or on at www.battlefield.com/battlefield3/1/only-in-battlefield3 (the "Site"), if any, (the "Competition Assets") and/or the entrant's own captured game footage ("Game Footage"). Entries must pertain to BATTLEFIELD 3, as determined by Sponsor in its sole discretion. No group, or team efforts, or multi-author(ed) designs will be accepted in this Competition. For purposes of this Competition all Entries will be presumed authored by the person submitting the Entry. You may not incorporate your own facial likeness, or that of another person, within your Competition design. Entries submitted in this Competition must not contain any pornography, or other illicit, illegal, defamatory, morally offensive or obscene content, and must be appropriate for audiences at least thirteen (13) years of age, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify 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 Sponsor-provided images), trademarks, names, or other third party property(ies), or the work of creative consultants, or the entrant's likeness, or the likenesses of any other real-life individuals, or any content that is pornographic, illicit, or otherwise not appropriate for audiences aged at least 13 years old or that 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 Competition.

By entering, entrants warrant that their Entries contain only Sponsor-provided Competition Assets, and/or Game Footage. Entrants further warrant their Entries do not contain any 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.

4. Entry Judging. On or about Thursday, January 26, 2012, Sponsor or its designee, the Competition Judge, whose decisions are final and binding on all matters relating to the Competition, will independently evaluate and judge all eligible entries received and select in its sole and absolute discretion, the top 10 entries (collectively the, "Top Entry" or "Top Entries") based on rankings in the following criteria: ORIGINALITY 20%, CREATIVITY 20%, APPROPRIATENESS TO TOPIC 30% and RESOURCEFULNESS (i.e. displaying the ability to capture footage) 30%.

5. Winner Selection and Notification. On or about Thursday, February 9, 2012, Sponsor or its designee, the Competition Judge, whose decisions are final and binding on all matters relating to the Competition, will independently evaluate and judge the top 10 entries and select in its sole and absolute discretion, the 3 winning entries (collectively the, "Top Entry" or "Top Entries") based on the highest ranking in the APPROPRIATENESS TO TOPIC AND RESOURCEFULNESS categories. In the unlikely event of any ties, the winner among the tying Top Entries will be selected by the Competition Judge, in its sole and absolute discretion, based on the Top Entry which, in the Competition Judges' sole discretion, has the highest standing in the RESOURCEFULNESS category. The 3 winners will be notified by an email sent to the email address specified on the Competition Entry on or about Thursday, February 9, 2012. If winner cannot be contacted at this email address, is contacted and does not respond as directed within fourteen (14) days of attempted notification, refuses the prize or is ineligible to accept the prize (including for lack of parental consent for minors, for

lack of proof of identity, or any other reason of ineligibility under these Official Rules), the prize may be forfeited and awarded to an alternate winner. Potential prize winner(s), and/or their parent(s) or legal guardian(s), may be required to sign and return an Affidavit or Declaration of Eligibility, and Liability/Publicity Release within 30 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Only the advertised number of prizes, and those claimed in accordance with these Official Rules, will be delivered. You agree that as a condition to being awarded any prize, you may be required to take part in marketing and publicity initiatives without further consent or payment. Such publicity and marketing **may include** your name and/or likeness and city, or alternatively your user-name and city.

6. Prizes

Prizes will be awarded as follows:

Three (3) Winners will each receive:

One (1) Prize Trip: a trip for two (2) persons (Winner and a Guest) to Stockholm, Sweden to the DICE studio. Trip includes roundtrip, economy/coach class airfare for 2 people (Winner and Guest) from the major commercial airport nearest the Winner's residence (Winner and Guest must travel together on same itinerary); hotel accommodations for 4 days / 3 nights (one (1) double occupancy room) at a Hotel to be determined by Sponsor. Incidentals, including, without limitation: transportation to/from the airport, meals, telephone calls, facsimile charges, Internet charges, Spa/beauty salon services, laundry, tours/excursions, gift shop purchases, hotel processing fees and airline service charges, are the sole responsibility of the Winner and his or her Guest. Hotel and airfare cannot be used separately. Winner must notify Sponsor of intended dates of travel by no later than **3** months prior to the intended date of departure. All travel must be completed by August 31, 2012 or Prize will be forfeited in its entirety. Travel and accommodations are subject to availability and certain restrictions, so Sponsor cannot guarantee prize trip will be available on the exact dates specified by Winner. Any extra nights' stay and any additional costs associated with an extended stay are the sole responsibility of the Winner and his or her Guest. Additional restrictions may apply.

The approximate retail value (ARV) of each Prize is \$10,000. Actual value of Prize Trip may vary depending on Winner's residence and seasonal rates.

Your potential to win any prize depends upon the number of eligible Entries received in this Competition and the relative skill of each Entrant. Prizes are not transferable. No substitution of prize for cash or other goods and services is permitted, except Sponsor reserves the right to provide a substitute prize of approximately equal or greater value if the advertised prize becomes unavailable. If a minor wins a prize, it will be awarded in the name of the minor's parent or legal guardian, who will also be responsible for signing any necessary releases, consents, or affidavits. Except as otherwise provided in these Official Rules, only one prize will be awarded per person or per user name.

All other expenses not specified herein are the responsibility of the winner. Any cash or check prizes will be awarded in US Dollars. Any and all costs associated with currency exchange are the sole responsibility of the winner. All expenses not specified above, including, without limitation, all national, federal, state, provincial, and local taxes, and international tariffs, are the sole responsibility of the winner. **EXCEPT FOR INCOME TAXES WITHHELD PURSUANT TO PORTUGUESE LAW, ALL TAXES AND ANY**

APPLICABLE WITHHOLDING AND REPORTING REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE WINNER. Allow 4-6 weeks for shipping.

Winners will be required to complete and sign an Affidavit of Eligibility and, except where prohibited, Liability/Publicity Release, in the form provided by Sponsor, within 14 days of attempted notification in order to claim prize. Guest(s) will also be required to sign a Liability/Publicity Release at least 7 days prior to travel or guest will not be able to travel.

By accepting his/her prize, each winner expressly authorizes Sponsor and its subsidiaries, the company by which it is controlled, its successors in title, licensees and assignees, and present and future subcontractors, to determine, use, publish and exploit all or any of the information provided on the entry form, particularly his or her surname and forenames and user-name, in the list of winners, for advertising, commercial, marketing or promotional purposes relating directly or indirectly to the Competition and/or Sponsor (including all forms of promotion, particularly public relations operations, interviews, press kits, articles and press releases and cross promotions) using any existing media, including paper, audiovisual, electrical, electronic or magnetic media. Such use of personal data will not give rise to any rights of winner other than the prize won. *For Portuguese Winners:* If this consent is revoked pursuant to Portuguese right of publicity law, but Sponsor has not abusively used Winner's image and likeness, then Winner shall indemnify Sponsor for any and all costs, fees, and liabilities that are reasonably related to the revocation of this consent.

7. Cheating, Abuse and Disorderly Behavior

Any entrant may be disqualified immediately from this Competition and, at the discretion of the Sponsor or its designees from further EA Online competitions, for any failure to comply with the EA Online Terms or for any cheating, including:

- a. Using any cheats, hacks or other 3rd party "helper" applications in playing games;
- b. Intentionally disconnecting from the Internet during any game;
- c. Colluding with other players in playing games; or
- d. Taking advantage of known exploits in the game (it is the responsibility of players to understand and avoid all current illegal exploits).

Abusive or disorderly behavior, including any use of harassing, negative, or profane language online, will not be tolerated and will also constitute grounds for immediate disqualification.

8. Data protection.

In becoming a member of EA Online, you agreed to the terms of EA's Privacy Policy. Any personal information collected from or about you in connection with this Competition will be subject to the terms of EA's Privacy Policy. **All of your personal information will be stored in the USA only.** Though EA may share your personal information with EA affiliates in countries with varying personal data protection laws, account data is always protected by EA's Privacy Policy. EA and EA affiliates use account data to administer accounts, provide information of interest, administer competitions and promotions, and to communicate with account holders. Account holders may opt out of receiving marketing materials by changing their account preferences at any time. More information about how EA uses account data

and account holder related rights can be found in the EA Online Privacy Policy at http://www.ea.com/global/legal/privacy_noseal.jsp.

For Residents of EU and other European Countries: You are informed that the personal data collected in connection with the Competition will be collected by the Sponsor's servers and computer systems which are based in the USA. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, and to oppose the collection of such personal data under certain circumstances. The data controller and the data recipients is EA. To exercise such right, you may write to EA at the address appearing below.

By participating in the Competition, you expressly consent to having your personal information collected by the Sponsor. Furthermore, as a result of your EA membership account, you have already expressly consented to this collection of information.

For Residents of Germany: This personal information is collected and processed only for the purposes of organising, running and monitoring the campaign. The organising entity shall be considered the data controller for the database containing this personal information.

9. EA Online Privacy Policy and Terms of Service

Your participation in the Competition is also governed by the EA Online Privacy Policy and Terms of Service found at www.ea.com. You agreed to the EA Online Privacy Policy and Terms of Service when you created your EA Account.

Remember that when you track your statistics and rankings in the Competition, you're automatically granting EA the right to publish and otherwise use your statistics and rankings for the Competition, and for other related purposes (such as for marketing and promotional purposes) without further consent from or payment to you.

If there is any conflict between these Official Rules and the EA Online Privacy Policy and Terms of Service, then the EA Online Privacy Policy and Terms of Service will take precedence to the extent of that conflict.

10. General Conditions

By providing any Competition Assets for entrant's use Sponsor is granting entrants a limited, non-exclusive, non-commercial license to use the Competition Assets solely in connection with, and as a part of, the Competition. Entrants shall otherwise have no right, title or interest in or to any Competition Assets except as otherwise granted by Sponsor, and any use of the Competition Assets (including use of the entrant's Entry that contains Competition Assets) other than as permitted by these Official Rules may constitute copyright and/or trademark infringement.

All entries become the property of Sponsor and will not be returned. Sponsor assumes no responsibility for lost, incomplete, incorrect, or misdirected entries. Proof of submission of Competition Entry is not considered proof of delivery or receipt of such Entry by Sponsor. Sponsor and its Agents (defined below) assume no responsibility for lost, late, intercepted, incomplete, incorrect, or misdirected entries, or Entries not otherwise received by Sponsor. Use of a false email account will disqualify an Entry. Sponsor and its Agents (defined below) are not responsible for technical, hardware or software malfunctions, misdirected entries, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, lost, late, illegible, misdirected, garbled, damaged or delayed electronic or other communications or other technical problems related to emailed Entries. Any communication or information

transmitted to Sponsor and/or the Site by electronic mail or otherwise, is and will be treated as non-confidential and nonproprietary. Sponsor, in its sole discretion, further reserves the right to disqualify any person who tampers with the entry process or the operation of the Site, or who otherwise violates these Official Rules. By entering, entrants accept and agree to abide by the terms of these Official Rules.

Sponsor and its Agents are not in any way responsible or liable for damages, loss or injury resulting from participation in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prizes awarded in this Contest. Participants and winners assume sole liability for injuries, including personal injuries and/or damage to property, caused or claimed to be caused by participating in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prize awarded.

By entering this Competition, each entrant (i) grants to Sponsor and its Agents a worldwide, perpetual, irrevocable, right to use the Submission or a copy of the Submission for any purpose whatsoever, including but not limited to promotional and other commercial purposes; and agrees (ii) that Sponsor and its Agents have the right to use the Submissions, and, except if participant is a resident of TN or otherwise where prohibited by law, has the right to use the participant's first and/or last name, user or screen name and hometown on Sponsor's and/or its Agents respective websites and in any and all media in and in connection with promotion, publicity, marketing and advertising for products and/or services of Sponsor, this Contest or other promotions by Sponsor and/or its Agents without any further attribution, notification or compensation to entrants; (iii) that Sponsor, in its sole discretion, and/or its Agents, may adapt, edit, composite, remix, morph, scan, duplicate, alter and/or otherwise modify any Submission, in whole or in part, without any restrictions as to changes, for publication or for any other purpose, as Sponsor deems necessary or desirable, or that is otherwise allowed under these Official Rules; (iv) agrees to be bound by these Official Rules and the decisions of the Contest Judges and (v) agrees to be contacted by Sponsor or its agents by telephone, mail and/or email regarding this Contest.

By entering the Contest and by accepting a prize, the Contest winner irrevocably assigns and transfers to Sponsor any and all rights, title, and interest in and to the Submission (with respect to their Original Creations included as part of the Submission), including without limitation, all copyrights and a waiver of all moral rights in the Submission. Sponsor shall have no obligation (express or implied) to use any of the Submissions, including the winning Submissions and participants shall not be entitled to any damages or other relief by reason of Sponsor's use or non-use of any Submission. The Contest is governed by the laws of the United States and all claims must be resolved in the United States. If there is a dispute regarding the identity of an entrant, the Submission will be deemed submitted by the person in whose name the email account is registered.

By participating in the Competition, you agree to be bound by these Official Rules and by any other requirements set out in the promotional material, which may be amended or varied at any time by Sponsor, and you reaffirm your agreement to be bound by EA Online Privacy Policy and Terms of Service. . Any amendments to the Competition shall be effective when we make the notification available to you. Your continued participation in the Competition shall constitute your continued acceptance to be bound by the Official Rules and any modifications thereof.

If you are a resident of Austria and you do not wish to agree to these Official Rules, you have seven (7) calendar days from your date of registration to inform EA that you withdraw from the competition. If no such communication is received, you will be bound by these Official Rules.

In the event of a dispute concerning the Competition, Sponsor's decision shall be final and legally binding. No correspondence will be entered into. Sponsor is not responsible for electronic transmission errors including those affecting the competition web sites, resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entries, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Competition, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition. Sponsor reserves the right to select winners from eligible entries as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry or game play process.

If any part(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

11. DMCA Notice and Take-Down. Sponsor expressly disclaims any and all liability in connection with Submissions. Sponsor does not permit copyright infringing activities and infringement of intellectual property rights on the Web Site, and Sponsor or its authorized agent will remove all Submissions if properly notified that such Submission infringes on another's intellectual property rights. Sponsor reserves the right to remove Submissions without prior notice. Sponsor will also terminate a participant's access to the Site if the participant is determined to be, in the sole discretion of Sponsor, a repeat infringer.

12. Representations and Warranties. By participating in the Competition, participants affirm, represents, and/or warrants that: (i) they own the necessary rights, consents, and written permissions to use and authorize Sponsor to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submissions to enable inclusion and use of the Submissions in the manner contemplated by the Sponsor and these Official Rules; and (ii) their Submission is not copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless participant is the owner of such rights or otherwise has permission from the rightful owner(s) to participate in the Competition and to make such Submission for the purposes intended by Sponsor. All participants further agree that they will not (i) publish falsehoods or misrepresentations that could damage Sponsor or any related third party; (ii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iii) post advertisements or solicitations of business; (iv) impersonate another person.

13. Limitation of Liability. Sponsor, is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (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 entry process of the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; (5) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a person's participation in the Competition or receipt or use of any prize. If for any reason a participant's Submission is confirmed to have been erroneously

deleted, lost, or otherwise destroyed or corrupted, the participant's sole remedy is another Submission in the Competition.

14. Indemnification. By participating in the Competition, participants agree to indemnify and hold Sponsor, its affiliates, officers, directors, employees and agents, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) (Sponsor's Agents) arising from: (i) all matters related to participation in the Competition; (ii) participant's use of and access to the Site; (iii) participant's violation of any provision of these Official Rules; (iii) participant's violation of any third party right, including without limitation any copyright, property, or privacy right; and (iv) any claim that participant's Submission caused damage to a third party.

15. Winners List. A full list of the prize winners will be available at www.battlefield.com/battlefield3/1/only-in-battlefield3 by no later than 10 days after the Prize Winners have been determined and verified, available for a period of up to 30 days.

16. Sponsor. The Sponsor for this Competition is Electronic Arts Inc. 209 Redwood Shores Parkway. Redwood City, CA 94065 ("EA" or "Sponsor"). The Competition is governed by and is in accordance with the laws of the state of California in the United States of America.

A copy of these Official Rules will be mailed free of charge to anyone requesting them. Postage for the request will be refunded at the economic postage rate, upon request made simultaneously with the request for the Rules. In order to request a copy of these Rules, please contact the Sponsor in writing at the above address.

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