

## **Crysis Warhead® Promotion ("Competition")**

### **1. COMPETITION DETAILS**

#### **1.1 Participating Countries**

This Competition will be held in the following countries: Australia, New Zealand, Singapore, Hong Kong, Japan, Taiwan, Korea, Thailand, South Africa and India ("**Participating Countries**").

#### **1.2 Duration of Competition and Judging Rounds**

##### Competition Start and End Times

Start Date	Start Time
October 9, 2008	11.59pm

("Competition Start Time")

End Date	End Time
November 28, 2008	11.59pm

("Competition End Time")

##### Judging Round One – To Determine Top Ten Winners in each Participating Countries

Start Date	Start Time	End Date	End Time
December 1, 2008	9.30am	December 5, 2008	12.00pm

##### Judging Round Two – To Determine Best Winner in each of the Participating Countries

Start Date	Start Time	End Date	End Time
December 3, 2008	9.30am	December 8, 2008	12.00pm

##### Judging Round Three – To Determine Overall Grand Prize Regional Winner

Start Date	Start Time	End Date	End Time
December 8, 2008	9.30am	December 12, 2008	12.00pm

#### **1.3 Competition**

To enter this Competition, Entrants must:

Answer the following question in 25 words or less: <b><i>Why do you want to play Crysis Warhead?</i></b>
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("Competition Entry")

#### **1.4 Judging Criteria**

Competition Entries will be judged according to the following criteria:

- (i) creativity;
- (ii) originality;
- (iii) humour (excluding humour that is lewd, or otherwise in bad taste);

Equal weighting will be given to each criterion applicable to the judging of Competition Entries as set out above ("**Judging Criteria**").

#### 1.5 Winner Publication

Judging Round	Website	First Publication date	Last Publication date
1 – Top Ten Country Winners	electronicarts.com.au electronicarts.in eajapan.co.jp ea.com.sg ea.com.hk ea.com.tw ea.co.za ea.co.nz ea.co.th ea.co.kr	December 12, 2008	December 31, 2008
2 – Best Country Winners	electronicarts.com.au electronicarts.in eajapan.co.jp ea.com.sg ea.com.hk ea.com.tw ea.co.za ea.co.nz ea.co.th ea.co.kr	December 12, 2008	December 31, 2008
3 – Grand Prize Regional Winner	electronicarts.com.au electronicarts.in eajapan.co.jp ea.com.sg ea.com.hk ea.com.tw ea.co.za ea.co.nz ea.co.th ea.co.kr	December 12, 2008	December 31, 2008

#### 1.6 Prizes

There will be a total of one hundred and eleven (111) prizes to be given out to the winners in this Competition.

The Prizes for each winner of the Competition and the order in which they will be awarded are as follows:

- (i) Judging Round 1 – Top Ten Country Winners

Ten (10) Competition Entries from each of the ten (10) Participating Countries will be chosen to become the top ten country winners of their Participating Countries ("**Top Ten Country Winners**") and each Top Ten Country Winner will receive:

Country Winners Prizes:  (i)	One free downloadable copy of <i>Crysis Warhead</i> ® at your local EA Store online.	Retail Value of <i>Crysis Warhead</i> ® is approx. \$29.95	To be redeemed at their local EA Store online. EA will email instructions and an unique code to the country winners
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\*all prize values are stated in U.S. dollars unless stated otherwise

(ii) Judging Round 2 – Best Country Winners

One (1) Competition Entry out of the Top Ten Country Winners from each of the ten (10) Participating Countries will be further chosen to become the best competition entry of their Participating Countries (“**Best Country Winners**”) and each Best Country Winner will receive an additional:

Best Country Winners Prizes  (i)	Razer Prize Pack consist of:  - Razer Piranha Gaming Communicator  - Razer GoliathusΩ  - Razer Lachesis  - Razer Lycosa	Total Retail value of the Razer Prize Pack is approx. 279.96.	Each of the Best Country Winners will be notified on how to redeem their prizes .
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\*all prize values are stated in U.S. dollars unless stated otherwise

(iii) Judging Round 3 – Overall Grand Prize Regional Winner

One (1) Competition Entry out of the Best Country Winners from the Participating Countries (excluding the Best Country Winner of South Africa) will be further chosen to become the overall grand prize regional winner (“**Grand Prize Regional Winner**”) of the Competition.

If the Grand Prize Regional Winner is from Singapore, he/she will receive an additional:

Grand Prize:	HP HDX 900 Desktop PC with 24 inch LCD screen	800	Local Hewlett Packard distributor in the Grand Prize Winner's country will notify the Grand Prize Winner for redemption instruction.
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\*all prize values are stated in U.S. dollars unless stated otherwise

If the Grand Prize Regional Winner is from Australia/New Zealand/Thailand/India/Korea/Taiwan/Japan/Hong Kong, he/she will receive an additional:

Grand Prize:	HP Pavilion Elite M9000 desktop with 24 inch LCD screen	800	Local Hewlett Packard distributor in the Grand Prize Regional Winner's country will notify the Grand Prize Regional Winner for redemption instruction.
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\*all prize values are stated in U.S. dollars unless stated otherwise

1.7 **Promoter**

The Promoter is Electronic Arts Asia Pacific Pte Ltd., a company incorporated in Singapore and having its registered office at 3 Temasek Avenue #20-01 Centennial Tower Singapore 039190 ("**Promoter**").

2. **WHO MAY ENTER**

2.1 Entry into this Competition is open to members of EA.com who are residents of the following countries and who have attained the age as specified as at Competition Start Time: Australia (18 years of age), China (18 years of age), Hong Kong (18 years of age), India (18 years of age), Japan (20 years of age), South Korea (20 years of age), New Zealand (18 years of age), Singapore (21 years of age), South Africa (18 years of age), Taiwan (20 years of age) and Thailand (20 years of age) ("**Age of Legal Majority**"), provided that where an Entrant resident in these countries has not attained the Age of Legal Majority in his or her country of residence, the Entrant may still enter in the Competition has obtained the consent of his or her parent or legal guardian to enter the Competition and the Entrant's parent or legal guardian agrees to these terms and conditions on the Entrant's behalf (each an "**Eligible Entrant**").

2.2 Employees of the Promoter, its related companies and/or agencies associated with this Competition and members of their respective immediate families\* are not eligible to participate in this Competition.

\*"Immediate family" means spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural, or adopted by a parent), whether or not they live in the same household as the employee.

3. **ENTRANTS BOUND BY CONDITIONS**

3.1 By submitting a Competition Entry, Entrants agree to be bound by these conditions.

4. **ENTRY INSTRUCTIONS**

You can enter this Competition by submitting your Entry via the following websites: electronicarts.com.au, electronicarts.in, eajapan.co.jp, ea.com.sg, ea.com.hk, ea.com.tw, ea.co.nz, ea.co.th, ea.co.kr, ea.co.za. [Entry instructions](#) form part of these Conditions.

5. **TIME**

5.1 All times in these Conditions are Singapore Standard Time.

6. **DURATION**

6.1 The Competition will commence at the Competition Start Time and will end at the Competition End Time.

6.2 No Competition Entries submitted after Competition End Time will be accepted.

## 7. **COMPETITION ENTRIES**

7.1 Each Competition Entry must:

- (i) be the original independent creation of the Entrant;
- (ii) be solely owned by the Entrant; and
- (iii) be free of any claims, including copyright or trademark claims, by other parties.

7.2 Each Competition Entry must not:

- (i) have been published previously;
- (ii) have won a prize or award in any other competition;
- (iii) be restricted in any way; or
- (iv) infringe any third party rights.

7.3 By entering this Competition, Entrants agree that the Promoter may post their Competition Entry, together with their user and/or screen name and suburb of residence, on any website and in any publicity, advertising or other materials of or relating to the Promoter or Electronic Arts Inc, the Competition or other competitions of the Promoter and/or Electronic Arts Inc, without any further attribution, notification or compensation to Entrants, except to the extent that this is prohibited by law. To the extent permitted by applicable laws, the Promoter, in its sole discretion, may edit and/or modify any Competition Entries selected for publication in any form as it sees fit. Entrants consent to the doing of any acts by the Promoter in connection with the Competition which would otherwise infringe any authors' or performers' moral rights which the Entrant may have in the Competition Entry.

## 8. **JUDGING**

8.1 This Competition is a game of skill in which chance plays no part in determining the winners.

8.2 There will be three (3) judging stage(s) for this Competition:

- (a) Top Ten Country Winners – The Promoter or Judges as selected by the Promoter will be invited to determine the top ten (10) Competition Entries in each Participating Country, based on the Judging Criteria;
- (b) Best Country Winners – The Promoter or Judges as selected by the Promoter will be invited to further determine the best Competition Entries from the Top Ten Country Winners in each Participating Country; and
- (c) Grand Prize Regional Winner – The Promoter or Judges as selected by the Promoter will be invited to determine the overall best Competition Entry from the Best Country Winners (excluding Country Winner from South Africa), based on the Judging Criteria.

8.3 A Competition Entry may be excluded from the Competition and/or a particular Judging Round if:

- (i) the Entrant has breached any of these Conditions; or
- (ii) the Entrant who submitted the Competition Entry is not an Eligible Entrant.

8.4 The Prizes available to be awarded in respect of Competition Entries are set out in Condition 1.5 (“Prizes”).

## 9. NUMBER OF ENTRIES PER ENTRANT

9.1 Eligible Entrants may enter this Competition at any time prior to the Competition End Time.

9.2 In entering this Competition, Entrants may only submit one Competition Entry.

## 10. PRIZE CONDITIONS

10.1 If the number of valid Competition Entries is less than the number of Prizes available to be awarded for the Competition, then the Promoter will be entitled only to make available the number of Prizes corresponding to the number of valid Competition Entries.

10.2 Entrants must, if requested to do so by the Promoter and as a condition to being awarded any Prize, sign and return to the Promoter (or, in the case of an Entrant under the Age of Legal Majority in his or her country of residence, procure that his or her parent or legal guardian signs) any Affirmation of Eligibility to Enter, Declaration of Ownership of Competition Entry, Release and/or Compliance Statements provided to such Entrant by the Promoter. The failure to return such signed documentation may, in the Promoter's sole discretion, result in the Entrant's entitlement to the Prize being forfeited, in which case another Entrant may be selected as the winner of that Prize.

10.3 If the value of a Judging Prize is specified in condition 1.6, to the fullest extent permitted by law the Promoter takes no responsibility for any variations in that value.

10.4 Except with the written consent of the Promoter, Prizes are not transferable or exchangeable and non-cash Prizes cannot be taken as cash. The Promoter has absolute discretion as to whether to provide such consent and is under no obligation to provide any reasons to any person for providing, or withholding, consent.

10.5 If a Prize, or any part of a Prize, is “cash”, the “cash” will be paid by cheque drawn in favour of the relevant Winner.

10.6 **In the event that any Prize is unavailable, the Promoter reserves the right to substitute the Prize with cash or another prize of equal or greater value.**

## 11. WINNER NOTIFICATION

11.1 Winners will be notified by email using the contact details in their EA Direct membership record at the time the notification is sent.

## 12. WINNER PUBLICATION

12.1 The name and suburb or residence of all Winners will be published on the websites and during the periods specified in Condition 1.5.

## 13. TAXES

Any taxes which may be payable as a consequence of a Winner receiving a Prize are the sole responsibility of the Winner. Without prejudice to the foregoing, the Promoter reserves the right to deduct any taxes which may be owing in respect of such Prize from any cash amounts payable, to the extent applicable.

## 14. NO QUALITY, ETC, REPRESENTATIONS

The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods offered as Prizes.

## 15. **EXCLUSION OF LIABILITY**

15.1 To the extent permitted by law, the Promoter is not responsible or liable for:

- (i) inaccurate entry information,
- (ii) purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, or incomplete
- (iii) any problems or technical failures of any kind, including malfunction of any communication network or lines, computer online systems or network, servers or providers, computer equipment, or software,
- (iv) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website,
- (v) unauthorised human intervention in any part of the Competition,
- (vi) electronic or human error which may occur in the administration of the Competition,
- (vii) any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to a Winner,
- (viii) any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in the Competition.

15.2 These Conditions do not affect, and are not intended to affect, any rights or remedies a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the Prize supplied again.

## 16. **OWNERSHIP OF ENTRIES**

16.1 All Competition Entries become and remain the property of the Promoter.

16.2 In submitting a Competition Entry, Entrants assign all intellectual property rights subsisting in such Competition Entry to the Promoter and agree not to exercise or assert any moral rights that they may have in respect of such Competition Entry.

## 17. **PUBLICITY**

17.1 Entrants consent to the use of their name, suburb of residence, image and other information which may be of relevance to the Competition for promotional and marketing purposes and agree to participate in reasonable promotional activities as requested by the Promoter.

## 18. **TAMPERING AND OTHER FAILURES**

18.1 If for any reason the Competition is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition,

the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or who may benefit from such tampering, and/or to cancel, terminate, modify or suspend the Competition.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

**19. PRIVACY**

19.1 In order to participate in the Competition, the Promoter will collect personal data from all entrants for the following purposes:

- (i) to administer and promote the Competition, its entrants and any entries received
- (ii) to contact entrants regarding the Competition.

The personal data of all entrants may be provided to third parties who perform certain tasks for the Promoter in connection with the Competition including but not limited to the Promoter's contractors, agents or other operators.

If an entrant does not truthfully provide all personal data requested by the Promoter, the Promoter may determine that the entrant is not eligible to win a prize.

All entrants consent to the use of their personal data for the Promoter's promotional and marketing purposes in connection with the Competition and agree to participate in reasonable promotional activities in connection with the Competition as requested by the Promoter.

The Promoter will make all reasonable efforts to maintain appropriate safeguards to ensure the security, integrity, accuracy and provide of the information provided.

If any entrant wishes to request access to their personal data or to correct it, the entrant may contact the Privacy Administrator at their nearest address found on <http://privacyadmin.ea.com> to request access to any of their collected PI that is still held

**20. ENTIRE AGREEMENT**

20.1 These conditions constitute the entire agreement of the parties relating to the entry into and the conduct of the Competition.

**21. GOVERNING LAW AND JURISDICTION**

21.1 These Conditions are governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of its courts for the resolution of any dispute, difference, controversy or claim arising in connection with these Conditions or the Competition.