# FreeRide Games - April Play and Win Sweepstakes - April 4-30, 2012

## OFFICIAL RULES

NO PURCHASE OR FEE IS REQUIRED TO ENTER OR WIN THIS SWEEPSTAKES.

#### 1. Introduction

The FreeRide Games **Play and Win Sweepstakes – April 4-30, 2012** (the "Sweepstakes") is sponsored by Exent Technologies Inc., operator of FreeRide Games (the "Promoter"), whose main place of business is located at 222 Fifth Avenue, 5th Floor, New York NY 10001, USA and contact person's email address is <a href="mailto:sweepstakes@freeridegames.com">sweepstakes@freeridegames.com</a> and telephone number is 415-2279820.

### 2. Sweepstakes Period

The Sweepstakes begins on Wedn3esday, April 4, 2012 (the "Start Date") and ends Monday, April 30, 2012 (the "Expiration Date"). The time from the Start Date to the Expiration Date is referred to herein as the "Sweepstakes Period". The Participation Entitlement, as defined in Section 8 below, must be obtained during the Sweepstakes Period. Participation Entitlement obtained after the Expiration Date will not be considered.

## 3. Eligibility

The Sweepstakes is only open to legal residents of the United States and the District of Columbia (excluding Florida, New York and Rhode Island) aged 13 years or older on the date of entry (herein referred to as "Entrant" or "you"). Employees, officers, directors and immediate family members of the Promoter and those of Promoter's affiliates, parent companies and subsidiaries are not eligible to participate in the Sweepstakes.

VOID IN: FLORIDA, NEW YORK AND RHODE ISLAND, OUTSIDE THE UNITED STATES, WHERE PROHIBITED AND WHERE REGISTRATION IS REQUIRED.

## 4. Agreement to Official Rules

By participating in the Sweepstakes you agree to be bound by all terms and conditions of these Official Rules and agree to the decisions of the Promoter, which are final and binding in all matters relating to the Sweepstakes. The submission by you of the filled as required **Play and Win Sweepstakes** online form is deemed as confirmation of your acceptance of these Official Rules. If you object to or do not fully agree with any of these Official Rules, please do not participate in the Sweepstakes.

# 5. How to participate in the Sweepstakes

To participate in the Sweepstakes you need to visit the **Play and Win Sweepstakes** Page at <a href="http://www.freeridegames.com/do/general?jspName=landingPage&landingName=playandwin\_Apr\_2012">http://www.freeridegames.com/do/general?jspName=landingPage&landingName=playandwin\_Apr\_2012</a> during the Sweepstakes Period, follow the instructions on the page and fill out the required fields in the Sweepstakes Registration online form (the Promoter does not incur any charge for this) - your name and contact information, and submit it by pressing a "Submit" button. Proof of submitting the filled as required form (herein referred to also as "entry") via e-mail does not prove the receipt of that form by the Promoter. The entries belong exclusively to the Promoter and will not be returned. An Entry that is incomplete, damaged, late, lost, misdirected, improperly submitted, or that contains certain viruses, worms or other harmful content, or that does not conform to these Official Rules in any respect will not be considered.

### 6. Limit on entries

All entries are subject to eligibility verification by the Promoter, who reserves the right to disqualify any entry. In any event of a dispute regarding the identity of the Entrant, the entry will be deemed to have been made by the person who is the authorized e-mail account holder of the e-mail address submitted at the time of entry. Authorized e-mail account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

#### 7. Prohibition on automated entries

Entries produced by automated, programmed or mechanical devices or methods are not permitted and will be disqualified.

### 8. How to win

To enter, you must register at the **Play and Win Sweepstakes** Landing Page at <a href="http://www.freeridegames.com/do/general?jspName=landingPage&landingName=playandwin Apr">http://www.freeridegames.com/do/general?jspName=landingPage&landingName=playandwin Apr</a> 2012.

In order to qualify for the draw to win one (1) of fifteen (15) \$200 Gift Cards to one of the five (5) featured retailers (Target, Best Buy, Tiffany & Co., Bed, Bath & Beyond and Apple.com), you must play at FreeRide Games for at least two (2) hours on any day from April 4 to April 30, 2012 (inclusive). During those 2 hours you can play any FreeRide Games game or games of your choice. For every 2 hours you play, you will earn one (1) entry into the prize draw, so the more you play, the better your chances of winning.

An Entrant may not win more than one (1) Prize. Therefore if according to the foregoing an Entrant becomes a potential winner of more than one Prize, the Entrant will only be considered the winner of the first Prize to which the Entrant is entitled that is in stock, whereas his remaining potential wins shall be deemed null and void. Odds of winning depend on the number of total Participation Entitlements of all participants.

#### 9. Winners

Each winner will be notified by email and will be required to send within five (5) business days from the day of the notification from Promoter (excluding such day) a reply with his/her address, and, unless the Promoter expressly waives such requirement, will be required to complete, sign and return to Promoter within such time an Affidavit of Eligibility, a Release of Liability and, if legally permissible, a Publicity Release. If for any reason the winner fails to fulfill said requirements, the Prize will be forfeited and awarded to an alternate winner.

If winner is deemed a minor in the state of his/her residence, the aforesaid documents will be completed and signed by the winner's parent/legal guardian and the Prize may be awarded in the name of the parent/legal guardian. An alternate winner will be selected also if the name and/or address of the person initially selected as a winner cannot be identified for any reason, if such person is found to be ineligible or fails to comply with these Official Rules or if the Prize or notification thereof is returned undeliverable.

Prizes will be sent via mail. Promoter assumes no responsibility for undeliverable e-mails resulting from any active or passive e-mail filtering by the Entrant's Internet service provider and/or insufficient space in the Entrant's e-mail account to receive e-mail. By entering the Sweepstakes and/or accepting the Prize, Entrant acknowledges and agrees that the Prizes are awarded on an "AS IS" basis and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

## 10. Winners list

The names of the winners may be obtained during thirty (30) days after completion of the Sweepstakes Period by sending a request for the Sweepstakes winner list, together with a self-addressed stamped envelope, to the Promoter's address stated above. The Promoter may also publish the winner list on <a href="https://www.freeridegames.com">www.freeridegames.com</a> without any personally identifiable information.

### 11. Prizes

The prize is a \$200 Target gift card to one of five (5) featured retailers, including Target, Best Buy, Tiffany & Co., Bed, Bath & Beyond and Apple.com. You will be asked to select the retailer of your choice when filling in your registration form. If you are drawn as one of the 15 sweepstakes winners, you will receive the prize you selected. There are a total of fifteen (15) gift cards to be won.

The winner may not substitute, assign or transfer a Prize or redeem a Prize for cash, but Promoter reserves the right to substitute a Prize with a prize of equal or greater value. Prizes consist of only those items listed as part thereof.

## 12. Privacy

Except where prohibited by law or where the law requires the winner's consent and it was not given — by accepting a Prize, winner agrees that Promoter and its affiliated companies may use the winner's name, address (city and state) and/or Prize information for publicity and promotional purposes, and grants to Promoter and its affiliated companies any and all rights to said use without further notice and/or compensation.

#### 13. Internet

If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, uploads of malicious files or viruses, or any other cause beyond the reasonable control of Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Promoter reserves the right to disqualify any entry or any individual who tampers with the entry process and seek any legal action against such individual, and to cancel, terminate, modify or suspend the Sweepstakes and select a winner using all eligible, non-suspect entries of participants who obtained a Participation Entitlement up to the date of termination (if any). Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to Entrants, the Friends or any other person's computer relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes, and is not responsible for any problems or technical malfunction whatsoever disabling the attempt of an invited Friend to play a game. CAUTION: ANY ATTEMPT BY ANY PERSON(S) TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

## 14. Release of Liability

Except where prohibited by law, by making an entry all Entrants, including the winners, agree to release and hold harmless Promoter and its subsidiaries, affiliates, and their shareholders, directors, officers, employees, representatives and agents (the "Released Parties") from and against any liability, claims, losses, damages and proceedings (including reasonable attorneys´ fees) arising in whole or in part, directly or indirectly, from or with relation to participation in the Sweepstakes, or acceptance, use or misuse of a Prize, including human or technical errors, personal injury, death, damages, or monetary loss, and the risks of travel for Prize delivery. IN NO EVENT WILL PROMOTER AND/OR ANY OF THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES.

# 15. Laws and venue of jurisdiction

The Sweepstakes is subject to all applicable federal, state and local laws and regulations. The state or federal courts in California shall have sole and exclusive jurisdiction over any dispute relating to the Sweepstakes and/or these Official Rules.