

## Explorers Wanted

### Official Rules

This contest is sponsored by Electronic Arts Inc. (“EA” or “Sponsor”), 209 Redwood Shores Parkway, Redwood City, CA 94065, United States.

#### **NO PURCHASE NECESSARY.**

#### **ENTRANTS IN THIS CONTEST MUST:**

1. **Eligibility:** Explorers Wanted (the “Contest”) is open only to legal residents of *Australia, Canada (excluding Quebec), New Zealand, United Kingdom and the United States (including the District of Columbia)* who are at least as old as the minimum age of majority in the jurisdiction from which they enter the Contest. Those who are employees of Electronic Arts Inc. or its affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies (“Sponsor and its agents”) or who are immediate family members or persons living in the same household of each such employee are not eligible. Subject to all applicable laws and regulations. Void where prohibited. By participating in the Contest, the participant signifies his or her full and unconditional agreement to these Official Rules.

2. **Timing:** The Contest begins on September 12, 2016 at 6:00 PM Greenwich Mean Time (“GMT”) and ends on October 26, 2016 at 5:59 AM GMT (the “Contest Period”) and consists of the phases set forth in the chart below:

| <b>Phase</b> | <b>Start Date and Time</b>     | <b>End Date and Time</b>          |
|--------------|--------------------------------|-----------------------------------|
| Submission   | September 12, 2016<br>6 PM GMT | September 28, 2016<br>6:59 AM GMT |
| Judging      | September 28, 2016<br>7 AM GMT | October 26, 2016<br>6:59 AM GMT   |

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

3. **How to Enter:** During the Submission phase, visit [blog.bioware.com](http://blog.bioware.com) (the “Contest Site” or “Site”), and follow the directions to submit your voice recording (the “Entry”). By submitting your Entry, you agree that it conforms to the Entry Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion that your Entry fails to conform to the Guidelines and Restrictions.

#### Guidelines and Restrictions:

- **Technical Requirements**
  - Entries must be submitted via email to [explorers@bioware.com](mailto:explorers@bioware.com) in English as audio files, video files, or links to audio or video files and sized no larger than 10 MB. Include your birthdate and country of residence in the email body. Be sure to include the words, “Explorers Wanted Contest” in the subject line
- **Content Requirements**

- Entries must (i) incorporate the Sponsor-provided words as instructed herein and/or on the Site, (the “Contest Assets”) Entries must pertain to the Mass Effect franchise, as determined by Sponsor in its sole discretion. No group, or team efforts, or multi-author(ed) designs will be accepted in this Contest. Entries must contain only your voice your rendition of the Sponsor-provided script lines, and if a video, your facial likeness, and must not contain any other discernible audio, music, video, images, script additions other than the Contest Assets or Original Creations. For purposes of this Contest, all Entries will be presumed authored by the person submitting the Entry. You may not incorporate the facial likeness of another person within your voice recording/video. Entries submitted in this Contest must not contain any pornography, or other illicit, illegal, defamatory, morally offensive or obscene content, 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 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 Contest.
- By entering, entrants warrant that their Entries contain only Sponsor-provided Contest Assets. 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.
- Limitations
  - Each entrant may enter the Contest one (1) time during the Contest Period. Entries received from any person or email address in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void.
  - Uploading an Entry constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry. Sponsor and its agents are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries, all of which will be void. Physical copies of Entries become the property of Sponsor and will not be returned.
  - By providing any Contest Assets for entrants’ use Sponsor is granting entrants a limited, non-exclusive, non-commercial license to use the Contest Assets solely in connection with, and as a part of, the Contest. Entrants shall

otherwise have no right, title or interest in or to any Contest Assets except as otherwise granted by Sponsor, and any use of the Contest Assets (including use of the Entry that contains Contest Assets) other than as permitted by these Official Rules may constitute copyright and/or trademark infringement.

- In the event of a dispute regarding any Entry, the authorized account holder of the email address used to register will be deemed to be the entrant or participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

**4. Personal Information:** Nothing in these Official Rules shall be deemed to exclude or restrict any of the winner’s or the entrant’s statutory rights as a consumer.

By participating in the Contest, entrant consents to Sponsor processing their personal information (name, address, email, birthdate) in accordance with Sponsor’s Privacy and Cookie Policy, available at <http://www.ea.com/privacy-policy> for the purposes of:

- (a) Organizing, running and monitoring the Contest and prize fulfillment, including, if entrant wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online or in any other media in connection with the Contest, as described further in Section 7 below); and
- (b) Any additional processing activities to which entrants consent.

Entrants acknowledge that personal information may be stored and processed for the purposes set out in the Privacy and Cookie Policy in the United States or any other country in which EA, its subsidiaries, or third party agents operate. By entering the Promotion, you consent that your personal information may be transferred to recipients in the United States and other countries that may not offer the same level of privacy protection as the laws in your country of residence or citizenship.

EA participates in the U.S.-Swiss Safe Harbor Framework for the collection, use, and retention of data from Switzerland. While EA relies on various mechanisms to effectuate cross-border transfers, we continue to adhere to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification, please visit <http://www.export.gov/safeharbor>.

**5. Winner Determination:** Winners will be determined according to the process set forth below.

- a. Judging Phase: During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select up to 2 (two) entrants with the highest-scoring Entries (the “Top Entry” or “Top Entries”) based on the following criteria (“Judging Criteria”): 40% Voice Quality, 40% Performance Quality, and 20% match to Mass Effect franchise style.
- b. In the event of a tie, the entrants whose Entry received the highest score for Performance Quality, as determined by the qualified judges, in their sole discretion, will be deemed the potential Grand Prize winner. Sponsor reserves the right to select fewer than 2 (two) Top Entries if, in its sole discretion, it does

not receive a sufficient number of eligible and qualified Entries.

**6. Notification:** The potential winners will be notified by email on or before November 30, 2016. Except where prohibited, each potential winner will be required to sign and return a Declaration of Eligibility and Release of Publicity and Liability, which must be received by Sponsor, within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential winner cannot be contacted, fails to sign and/or return the Declaration of Eligibility and Release of Publicity and Liability within the required time period, refuses the prize, is ineligible to win the prize, or prize is returned as undeliverable, potential winner forfeits prize. Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified or the prize is forfeited for any reason, Sponsor will award the applicable prize to an alternate winner using the skill-based criteria set forth above from among all remaining eligible Entries. Only three (3) alternative winners will be selected, after which Sponsor retains the discretion to donate the applicable prize to a charity of Sponsor's choosing.

**7. Prizes:** Up to 2 (two) winners will each be awarded a trip to a BioWare recording studio (in Edmonton, Canada; Los Angeles, California; or London, United Kingdom) and an opportunity to have a voice-over in an upcoming Mass Effect game. Each prize trip includes a trip for the winner(s) to a BioWare recording studio closest to the Winner's residence with voice recording at the studio. Trip includes roundtrip transportation, (either economy/coach class airfare for the winner from the major commercial airport nearest the Winner's residence or ground transportation if in close proximity to BioWare studio); hotel accommodations for 2 nights/3 days at a hotel of a Sponsor's choosing; ground transportation and 3 meals per day. Incidentals, including, without limitation: 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. Hotel and airfare cannot be used separately. Prize trip will be mutually agreed upon dates by Sponsor and each winner. Each winner must notify Sponsor of intended dates of travel by no later than 2 weeks prior to the intended date of departure. All travel must be completed by December 31, 2016 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 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. Valid Passport and/or other travel documentation required. Additional restrictions may apply. Sponsor cannot guarantee that winner's recorded voice will actually appear in the commercial release of a game, in which game it may appear, or if in a game, where in the game the recorded voice will be heard.

No Guild Obligations. The voice over services awarded hereunder will and are being performed on a non-union basis and the parties acknowledge that the agreements, rules and regulations of any union, guild or other collective bargaining entity shall not apply to, govern nor add any encumbrances to the voice over services or the use of the results and proceeds of these services will be non-union.

The approximate retail value (ARV) of each Prize is USD \$2,500.00 / EUR 2,208.77 / AUD 3,225.20. Actual value of Prize Trip may vary depending on Winner's residence and seasonal rates.

Prizes are not transferable. No substitution of prizes for cash or other goods and services is permitted, except Sponsor reserves the right to provide a substitute Prize of approximately equal value if the advertised prize is unavailable. All expenses not specified above, including,

without limitation, all federal, state and local taxes, and international tariffs, are the sole responsibility of the individual Winner. The odds of winning depend upon the number of eligible entries received and relative skill of entrants.

## 8. General Terms:

a. By participating in this Contest, each participant agrees:

(1) To the extent allowable under applicable law and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which the participant may be entitled as a consumer under the consumer guarantee provisions of the Australian Consumer Law in relation to the operation of the Contest and any prize won, to release and hold harmless Sponsor and its agents from any and all liability or any injury, loss, damage, right, claim or action of any kind arising from or in connection with this Contest or any Contest-related activity or the receipt, possession, use or misuse of any prize won, except for residents of the United Kingdom with respect to claims resulting from death or personal injury arising from EA's negligence and for residents of the United Kingdom with respect to claims resulting from the tort of deceit or any other liabilities that may not be excluded by law;

(2) That EA's decisions will be final and binding on all matters related to this Contest;

(3) That by accepting a prize, EA may use your name and place of residence online or in any other media, in connection with this Contest, without payment or compensation to the winner or anyone else, except where prohibited; and

(4) The Contest is governed by the laws of the United States and all claims must be resolved in the United States.

**For Residents of Australia**, the Contest is governed by the laws of the United States provided that the entrant will not be deprived of his or her statutory rights and legal protection as a consumer granted by the laws of Australia. Court of jurisdiction shall be entrant's country of residence.

b. EA reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other Contest or in an unsportsmanlike or disruptive manner and void all associated entries. **Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.**

c. Winners are responsible for any applicable taxes on prizes.

**9. Winners List:** Winner List requests will only be accepted after the end the Promotion Period (listed above) and no later than December 31, 2016. We will post the names of confirmed winner(s) once winner has been verified at [blog.bioware.com](http://blog.bioware.com). This list will remain posted for two months from the date of posting.

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