

# UBISOFT CONNECT LOYALTY PROGRAM

Summary of Important Updates to Ubisoft Club Rewards Program Terms and Conditions (now Ubisoft Connect Loyalty Program Terms):

- 1) Beginning April 1, 2019, any **new** Units You acquire pursuant to the Program Terms below will expire 24 months from their acquisition date. Please note: this update does **not** apply to Units You acquired prior to April 1, 2019.
- 2) Beginning April 1, 2019, all Units may only be redeemed for Rewards of \$50 CAD or less.

Ubisoft Connect Loyalty Updated Program Terms and Conditions

The Ubisoft Connect Loyalty Program (hereinafter the “**Program**”) is a loyalty program in which Ubisoft offers Users the opportunity to earn certain rewards, by redeeming loyalty units (hereinafter “**Units**”) earned in accordance with these Ubisoft Connect Loyalty Program Terms (the “**Program Terms**”). These Program Terms are incorporated by reference into the Ubisoft Terms of Use (“**Terms of Use**”) available at <https://legal.ubi.com/termsfuse>, and together make up the entire agreement between Ubisoft and You relating to Your participation in the Program, and replace any prior understandings or agreements (whether oral or written) regarding such. All capitalized terms used but not defined herein shall have the meaning given to them in the Terms of Use. All questions or disputes regarding eligibility for the Program, earning or redemption of Units or your compliance with these Program Terms will be resolved by Ubisoft in its sole discretion.

- 1. Eligibility.** The Program is open to legal residents of Canada. Void where prohibited or restricted by law. To participate in the Program, You must have a valid Account and perform Action(s) (as defined below). Please note that the Program, Units, Actions and Rewards may differ based on a User’s country of residence. Companies, or other groups, may not participate in the Program.
- 2. Earning Units.** During the Program Term, Ubisoft allows You to earn Units for a variety of actions described on the Ubisoft Connect website currently located at <https://connect.ubisoft.com> (the “**Ubisoft Connect Website**”) and/or by purchasing eligible products on the Ubisoft Store currently located at <https://store.ubi.com> (the “**Store Website**”) (each an “**Action**”). Please regularly check the Ubisoft Connect Website and the Store Website, as Ubisoft may periodically update Actions for which Units may be earned and/or add, remove or change the amount of Units awarded for Actions, at any time during the Program Term, even though these changes may affect your ability to accrue or use Units. It may take up to 48 hours after You perform an Action for the corresponding Unit(s) to appear in your Account. Notwithstanding the foregoing, Ubisoft reserves the right in its sole discretion to award Units at a later time/date for any reason, including without limitation, validation of such Action(s) by Ubisoft.

Please note that Units are not valid if: You have not earned the Units (a) in accordance with these Program Terms (b) in accordance with the Terms of Use **and/or** (c) through legitimate channels. You are responsible for ensuring the accuracy of your Account. If You believe that Units were not properly accrued to your Account, You must contact Ubisoft’s customer support teams promptly after having performed the Action at <https://support.ubi.com/>. Ubisoft may require reasonable documentation to support your claim. Units that are subsequently determined by Ubisoft to be invalid for any reason are subject to disqualification and will be removed from your Account. Should Ubisoft remove Unit(s) from your Account for any of the reasons described in these Program Terms, Ubisoft is not required to reinstate them, except at Ubisoft’s sole discretion.

- 3. Redeeming Units for Rewards.** You may use Units earned during the current Program Term to obtain rewards, each totaling no more than **\$50 CAD** (“**Rewards**”), listed on the Ubisoft Connect Website, **all subject to the expiration and termination provisions herein**. Please regularly check the Ubisoft Connect Website, as Ubisoft may update, add, remove or change the Rewards for which Units may be redeemed, even though these changes may affect your ability to use Units and/or Rewards.
- 4. Reward Rules and Restrictions.** Depending on the nature of the Reward, Ubisoft shall determine how to provide the Reward to You. For example, Ubisoft may send the Reward to the email address associated with your Account or make the Reward directly available to You within the applicable Ubisoft game(s) connected to your Account. Please check the Ubisoft Connect Website for specifics. In the event the Reward is a discount on the Ubisoft Store, You may use both the Reward and another eligible discount, however only the most favorable discount rate will be applied. Any

attempted use other than as described herein is void and Ubisoft, in accordance with the Program Terms, will determine in its sole discretion, what constitutes a valid use. Please note, after the end of the Program Term, a Reward may not be usable.

**5. Limited License.** Notwithstanding any provision to the contrary contained herein or in the Terms of Use, and regardless of terminology used, Units do not constitute your property; they represent limited license rights governed solely under these Program Terms, have no monetary or "real world" value, and are not transferable or redeemable by You for any sum of money or monetary value from Ubisoft at any time.

## **6. Program Restrictions.**

**6.1** THE PROGRAM IS PROVIDED TO YOU IN YOUR INDIVIDUAL CAPACITY. YOU MAY NOT COMBINE, TRANSFER OR EXCHANGE UNITS OR REWARDS WITH OR TO OTHER USERS OR ACCOUNTS FOR ANY REASON. FAILURE TO COMPLY WITH THIS PROVISION CONSTITUTES A MATERIAL BREACH AND MAY RESULT IN THE SUSPENSION OR TERMINATION OF YOUR ACCOUNT. YOU UNDERSTAND THAT UBISOFT MAY SUSPEND ACCESS TO OR WITHDRAW FROM YOUR ACCOUNT WITHOUT PREJUDICE, AT ANY TIME AND WITHOUT PRIOR NOTICE, ANY UNITS OR REWARDS (OR ACQUIRED ITEMS USING THE REWARD) OBTAINED BY ANY MEANS THAT VIOLATE THESE PROGRAM TERMS OR THE TERMS OF USE.

**6.2** Additionally, Ubisoft may cancel, suspend, or otherwise limit your use and/or access to your Units, the Program and/or your Account if we suspect fraudulent, abusive, or unlawful activity, and/or activity that is contrary to the Program Terms or the Terms of Use. If Ubisoft fails to act with respect to such breach of these Program Terms on any occasion, Ubisoft shall not be deemed to have waived its right to act with respect to future or similar breaches.

**6.3** To remain active in the Program, You must complete at least one Action or redeem one Reward on your Account every 24 months. To that end, notwithstanding anything to the contrary in these Program Terms, and subject to applicable law, Ubisoft reserves the right to discontinue your participation in the Program should You choose to become inactive. Should Ubisoft discontinue your participation in the Program, all Units in your Account will expire and no longer be usable by You. Prior to discontinuing your participation in the Program, Ubisoft will notify You, so that You can perform an Action or redeem a Reward, to maintain your active status in the Program. If your participation in the Program is ever discontinued due to your inactivity, should You later perform an Action, You will be automatically reinstated in the Program and begin accruing Units from that date. However, Units that expired when You ceased participation in the Program will not be reinstated.

## **7. Expiration of Units.**

**7.1 Units earned prior to April 1, 2019:** Unless and until (i) the Program is terminated pursuant to the Program Terms and/or the Terms of Use or (ii) Ubisoft discontinues your participation in the Program as detailed in Article 6.3 of these Program Terms, or (iii) your Account is closed pursuant to the Terms of Use, Units accrued through the Program shall remain redeemable. Should (i), (ii) and/or (iii) occur: such Units accrued on Your Account will expire automatically without prejudice to You.

**7.2 Units earned as of April 1, 2019:** Unless and until (i) the Program is terminated pursuant to the Program Terms and/or the Terms of Use or (ii) Ubisoft discontinues your participation in the Program as detailed in Article 6.3 of these Program Terms, or (iii) your Account is closed pursuant to the Terms of Use, Units accrued through the Program shall remain redeemable for two (2) years from the date of their acquisition. After this date, such Units accrued on Your Account will expire automatically without prejudice to You. You can see a global view of Your Units expiration dates on Your Account or otherwise as determined by Ubisoft at any time.

**8. Term, Revision and Termination of the Program.** These Terms are effective starting April 1, 2019 unless and until terminated (the "Program Term"). Ubisoft may extend, reduce, modify or discontinue the Program Term, at its sole discretion, at any time and without any liability to You.

**8.1** Ubisoft reserves its right to modify, add or delete any provision of these Program Terms at any time, and entirely at its own discretion. Ubisoft will inform You of any modification, addition or deletion to these Program Terms by posting updated Program Terms on the Ubisoft Connect Website and/or by posting a notification informing You of the occurrence of the modification, addition or deletion. Any modification, addition or deletion will come into force five (5) business days after the publication of said notification. If You do not agree to the changes made to these Program Terms, you may elect to opt-out of the Program which may result in termination of your Account as per the Terms of Use and in the loss of all accumulated Units and other Rewards. If You opt out, then sign back into the Program, You may be treated as a new User.

**8.2.** Ubisoft may, at its own discretion and without any prior notice, cancel or suspend the Program altogether for any reason with or without cause, even though termination may affect your ability to accrue or use Units. At Ubisoft's discretion, a notice and next steps with respect to using your Units may be posted on the Ubisoft Connect Website. To that end, please regularly check the Ubisoft Connect Website for updates to the Program and to these Program Terms.

YOU ACKNOWLEDGE THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED OR EXPIRED UNITS OR REWARDS AT THE END OF THE PROGRAM, OR WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

**9. Miscellaneous.** If a court finds any of these Program Terms to be unenforceable or invalid, that term will be enforced to the fullest extent permitted by applicable law, and the other terms will remain valid and enforceable. Nothing in these Program Terms shall be deemed to exclude or restrict any of Your statutory rights as a consumer.