

Tiger Woods PGA TOUR® 10 Viral Video Challenge Contest

2009 Official Rules

NO PURCHASE NECESSARY. VOID IN QUEBEC, CANADA AND WHERE PROHIBITED.

1. Contest Overview: *Tiger Woods PGA TOUR 10* Viral Video Challenge Contest (the, "Contest") is a viral video contest that will allow participants to showcase their love of golf, Tiger Woods PGA TOUR 10, and video games. To participate, entrants will be asked to submit an original video focusing on *Tiger Woods PGA TOUR® 10*, and the game of golf in general. Based upon the videos submitted, a panel of judges will select up to five (5) finalists, whose videos will be voted on by members of the public. The Contest Winner will be selected based upon a combination of judges' scoring and public voting. By participating in the Contest, entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. The award of a prize is contingent upon complying with all conditions and fulfilling all requirements set forth herein.

2. Eligibility. This Contest is only open to residents of any of the 50 United States or the District of Columbia, or Canada (excluding Quebec) who are 18 years of age or older at time of entry and who had Internet access as of April 27, 2009. Employees of Electronic Arts Inc. ("Sponsor"), ETW Corp, PGA TOUR, Inc. and their respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies ("Sponsor and its Agents") and the immediate family members and persons living in the same household of each are not eligible. Contest is void where prohibited, restricted or taxed by law. All federal, state, provincial, and local laws and regulations apply.

3. To Enter. The Contest will begin at 12:00:01 a.m. Pacific Time ("PT") on May 7, 2009, and end at 11:59:59 p.m. PT on August 3, 2009 (the "Contest Period"). During the Contest Period, participants will be asked to visit www.Tigerwoodspgatour.easports.com ("Site") and follow the instructions to complete the registration form. After completing the registration process, participants may upload their video (each, a "Submission"). Limit: One (1) Submission per person or e-mail address. Participants who complete the registration form but do not upload a Submission by the end of the Contest Period will be disqualified.

4. Creating Submissions for the Contest. Each Submission must be an original, previously unpublished video, no more than two (2) minutes in length, that conforms to all of the following guidelines:

Submission Requirements: All submissions must conform to the following requirements.

(a) Technical Requirements

1. Submissions can be no more than 100 MB in size;
2. Submissions must be in Quicktime (.mov) format; and
3. Submissions must be formatted for a screen resolution that is no smaller than 640 x 360.

(b) Content Requirements

Each Submission must pertain to golf.

Each Submission must use the *Tiger Woods PGA TOUR 10* title logo (available in the asset kit provided to all entrants on the Site) at least one (1) time. Submissions can make sure of any other material included in the asset kit.

Each Submission cannot:

1. Contain images, screen shots, or any other creative element of any golf video game other than *Tiger Woods PGA TOUR 10* (older versions of Tiger Woods PGA TOUR cannot be used);
2. Contain material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor;
3. Contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group);
4. Include threats to any person, place, business, group or world peace;
5. Invade the privacy or other rights of any person, firm or entity. **ANY IMAGES OF TIGER WOODS USED IN THE SUBMISSION MUST COME FROM THE ASSET KIT PROVIDED TO USERS ON THE SITE. ANY IMAGE OF TIGER WOODS NOT INCLUDED IN THE ASSET SKIT IS A VIOLATION OF THESE GUIDELINES;**
6. Depict any person other than the participant(s);
7. Contain or refer to any third party copyrights, trademarks, logos, or trade dress (with the exclusion of those provided in the asset kit), or
8. Violate any law, rule, or regulation that may apply to the Contest, including but not limited to those concerning copyright, plagiarism, trademark, defamation and invasion of privacy.

Use of any element of the asset kit is limited to this Contest, and any Submission making use of any such asset may not be distributed, displayed, or performed in any manner other than through this Contest. These assets may not be altered in any way.

General Conditions on Submissions: All Submissions will be reviewed before being published on the Site. However, such review does not relieve the participant from responsibility for compliance with the Official Rules. Submissions that do not comply with the Official Rules, or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor in its sole discretion, may be deleted, and/or disqualified, and will not be published or considered for a prize. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a prize.

No Submissions will be accepted after the Contest Period has ended, nor will any Submissions be returned to the participants.

All Submissions become the property of Sponsor and will not be returned. Sponsor assumes no responsibility for lost, incomplete, incorrect, or misdirected Submissions. Proof of submission of Contest Submission is not considered proof of delivery or receipt of such Submission by Sponsor. Sponsor and its Agents (defined below) assume no responsibility for lost, late, intercepted, incomplete, incorrect, or misdirected Submissions, or Submissions not otherwise received by Sponsor. Use of a false email account will disqualify a Submission. Sponsor and its Agents (defined below) are not responsible for technical, hardware or software malfunctions, misdirected Submissions, 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 Submissions. 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, reserves the right to disqualify any submission containing racial or ethnic slurs, explicit language or sexual content or otherwise offensive or illegal material. 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.

5. Submission Judging and Selection of Finalists. From August 4, 2009 through August 17, 2009, all eligible Submissions will be evaluated by well-qualified judges. The Submissions will be scored based upon the following criteria:

- 30% for originality of layout and design;
- 30% creativity; and
- 40% appropriateness to topic.

Each entry will be scored on a 0 to 100 scale using the weighted criteria set forth above. Any score under 50 will be deemed inelligible for further consideration. Then, the top five (5) Submissions based upon the judges' scores will be named the Finalists. In the event of a tie, the Submission which scores the highest on the creativity dimension will be named the potential Finalist.

6. Public Voting; Winner Selection. Once all Finalists have been named, they will be posted to the Site for public voting starting on August 18, 2009 and ending on August 31, 2009. Visitors to the Site can vote on which Submission they like best, but need not register for the Contest in order to vote. A public voting score between 0 and 100 will be determined based on the percentage of votes received relative to the other Finalists. Public voting will cease as of August 31, 2009. At that time, the potential Contest Winner will be selected based upon a combination of judges scoring (90% of final, overall score) and user voting (10% of final, overall score). The potential Contest Winner will then be verified in accordance with these Official Rules.

7. Winner Verification. The participant whose Submission is selected as the potential Contest Winner must comply with all terms and conditions of these Official Rules. Sponsor's decision as to the administration and operation of the Contest and the selection of the potential Contest Winner is final and binding in all matters. The potential Contest Winner (or parent/legal guardian if winner is in their state of residence) will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability and Publicity. If the potential Contest Winner cannot be contacted, is contacted and does not respond as directed within 10 days of attempted notification, refuses the prize or is ineligible to accept the prize, Sponsor will select the next highest-scoring submission as the potential Contest Winner. Once the potential Contest Winner has been verified in accordance with these Official Rules, that Submission will be deemed to be the Contest Winner. The Contest Winner should be announced on or about September 23, 2009, unless verification takes longer than expected.

8. Prizes. One (1) Grand Prize: \$50,000 Prize in the form of a check. Winner may be required to provide a U.S. or Canadian mailing address (P.O. Boxes will not be allowed). Allow 4-6 weeks for delivery of prize. Prize is not transferable; no substitution will be permitted. All taxes, including, without limitation, all federal, state, provincial, and local taxes, and international tariffs, are the sole responsibility of the individual winner. In the event that Sponsor cannot award the prize, for any reason, Sponsor will make a charitable donation of \$50,000 to the Tiger Woods Foundation.

9. General Conditions. 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 Contest, 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 related to promotion of the Contest or of future contests or promotions of Sponsor or its Agents, the promotion, publicity, marketing and advertising for the *Tiger Woods PGA TOUR 10* video game franchise, and existing and future *Tiger Woods PGA TOUR 10* video games (specifically including, but not limited to the posting, performance and use of the Submission on Sponsor and/or its

Agents' respective websites); 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 the *Tiger Woods PGA TOUR 10* videogame franchise, existing or future *Tiger Woods PGA TOUR 10* video games, 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) to be bound by these Official Rules and the decisions of the Contest Judges and (v) 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.

10. 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 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. More information regarding the Digital Millennium Copyright Act can be found here: <http://www.ea.com/custom/legal-notices>

11. Representations and Warranties. By participating in the Contest, 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 Contest 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.

12. Limitations 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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest 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 Contest.

By participating in the Contest, participants agree to indemnify and hold Sponsor, ETW Corp, Tiger Woods, PGA TOUR, Inc. their, 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) arising from: (i) all matters related to participation in the Contest; (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.

13. Winners list. A winners list will be available at tigerwoodspgatour.easports.com after all winners are determined and verified, and posted for approximately two (2) weeks and is also available by sending a stamped, self addressed envelope to "Tiger Woods PGA TOUR 10 Viral Video Challenge Contest," Electronic Arts Inc., c/o Marketing Department, 1950 Summit Park Dr., Orlando, FL 32810 for receipt by September 30, 2009.

14. Sponsor. This Contest is sponsored by Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA. 94065.

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