

MAKE WAR NOT LOVE

Official Promotion Rules

THIS PROMOTION IS FOR EXISTING OWNERS OF TOTAL WAR: ROME II AND COMPANY OF HEROES 2. THERE IS NO PURCHASE NECESSARY TO PARTICIPATE IN THIS PROMOTION OR TO WIN ANY PRIZE.

(1) Description of Prize Draws SEGA Europe Limited (the "**Sponsor**") is offering a "DLC Giveaway", (the "**Promotion**"). The Promotion begins at 18:00 Greenwich Mean Time ("**GMT**") / 10am Pacific Standard Time ("**PST**") on 13 February 2014 and concludes at 18:00 GMT / 10am PST on 17 February 2014, ("**Promotion Period**"). SEGA will determine which DLC to giveaway in the Promotion via a statistical analysis of gameplay during the Promotion Period.

(2) Eligibility In order to be eligible for the Promotion, you must:

- (i) be a legal owner of either of the following games: Total War™: Rome II or Company of Heroes™ 2 (the "**Games**" and each one is individually a "**Game**")
- (ii) access the Games using a Steam™ account

This Promotion is void anywhere it is prohibited by law, rule or regulation. Any entrant who is not eligible for the Promotion can be disqualified at the Sponsor's discretion.

(3) How to Enter - To enter the Promotion, you must play one or both of the Games using your Steam account. Each time that you register a victory in a battle during gameplay, this shall be automatically registered in the number of winning battles for that Game ("**Battle Victories**"). The following rules apply for Battle Victories to be recorded:

Rome II: Only player resolved battles in campaign mode will register a victory (ie. no auto-resolve victories will be recorded as a Battle Victory).

COH 2: Any battles (all game modes) where a victory is registered shall record a Battle Victory, including where the player is victorious against a CPU opponent.

There is no limit to the number of battles that you can participate in during the Promotion Period. Each battle victory which satisfies the above criteria will be registered as a winning Battle Victory for that Game.

Any attempt by any entrant to corrupt the Promotion by using multiple identities to record Battle Victories, or any other methods of corruption, will void that entrant's Battle Victories and that entrant may be disqualified.

(4) Prize – At the end of the Promotion Period, the Sponsor will calculate which of the Games has registered the most Battle Victories in accordance with the formula set out at Clause 5 below (the "**Winning Game**").

Within 24 hours of the end of the Promotion period, the Sponsor shall publicly release for download a new-release DLC for the Winning Game, which shall be available to download

from Steam™ free of charge. Any individual with a copy of the Winning Game may download and access the DLC for the Winning Game. The DLC shall be available for download for a period of five (5) days which shall be one hundred and twenty (120) hours from the time that the DLC is first made available for download. After this period, the DLC shall remain available for download but for an additional charge to be determined by the Sponsor.

The up to date statistics on the overall Battle Victories for each of the Games and the Winning Game shall be published on the following website: www.makewarnotlove.com

(5) Determining the Winning Game

ROME II and Company of Heroes 2 are different games with different typical game lengths, battle conditions (including win conditions) and various game modes. In order to make this promotion as fair and competitive as possible, and to ensure that the communities' actions (by playing the games and winning battles) directly affect the outcome, the results are calculated from an average base of victories within each game (taken from previous weeks' game data), which is then weighted and combined before the share of victories is determined. In practical terms, the victory rate is a comparison of how many more victories each side is winning above average when compared to the other game. This means that, for example, while fewer people may play CoH2 than ROME II, if their victory rate drives higher than the average victory rate for ROME II, then the Winning Game would be CoH2.

The Sponsor shall gather data from Steam™ and other tracking tools contained in the Game for the purposes of gathering anonymised data on Battle Victories in each of the Games. As described above, the Sponsor shall then take each of the Games player bases (which is the total number of players which play the Game during the Promotion Period) and divide that by a set number which has been calculated in order to remove any disparity between the two player bases. The total number of Battle Victories is then recorded for all of the players in each of the Games. The total amount of wins that the player achieves shall be measured and displayed as a percentage (%) above the standard Battle Victories percentage rate that is being recorded over the weekend. The reason for this is to let each player know whether they are recording above or below the average Battle Victory percentage rate for the weekend. The up to date statistics on the overall Battle Victories for each of the Games and the Winning Game shall be published on the following website: www.makewarnotlove.com

The formula for calculating the Winning Game has been devised by the Sponsor and is at the sole discretion of the Sponsor.

(6) General:

(i) Sponsor reserves the right to discontinue this Promotion at any time and without notice. Sponsor reserves the right to void entries, which in its sole determination, are irregular, incomplete, inaccurate, do not comply with these official rules or have been generated with abusive and/or duplicitous intent.

(ii) By entering, you (a) agree to comply with and be bound by the official rules and the decisions of the Sponsor which are final and binding in all respects; (b) agree to release Sponsor and its employees and agents from any and all liability, loss, damage or injury

resulting from participation in this Promotion; (c) acknowledge that Sponsor, and its employees and agents have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize including, but not limited to, its quality, mechanical condition or fitness for a particular purpose; (d) consent to the data gathering of gameplay statistics using Steam™ and other data tracking tools for the purposes of this Promotion;

(v) The use of machines, computers or any automated technique ("Automated Cheats") to corrupt the Promotion is prohibited. Sponsor has the right to invalidate any entry if its sole opinion entrant has engaged the use of Automated Cheats at any time. All decisions of the Sponsor are final.

(vi) Sponsor is not responsible for any interrupted or unavailable network connections or internet transmissions for any reason, or any failure of the website, Steam or Games during the Promotion Period, or for any computer, phone, phone line hardware or software malfunction, failure or error of any kind, whether mechanical, human or electronic. Any attempt by an entrant to interfere with the operations of this Promotion is a violation of criminal and civil laws; Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law. If, for any reason, any Promotion is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and select winners in a random drawing from among all eligible entries received prior to the cancellation. All entries are the property of the Sponsor.

(6) Release: By participating in the Promotion, all Entrants release and hold the Sponsor and its indirect and direct parent companies and their respective affiliates, partners, subsidiaries, officers, directors, agents, employees, representatives, shareholders and all entities associated with the development and execution of this Promotion harmless from and against any and all losses, damages, claims, liabilities and actions of any kind with respect to and in any way arising from (i) participating in this Promotion; (ii) acceptance, possession, use of misuse of or defect in the prizes; (iii) any injury or damage to an Entrant's or third person's property related to or resulting from the Promotion, the Entries and/or its prizes; (iv) damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an Entrant's participation in the Promotion or downloading of information in connection with the Promotion; and (v) publicity or privacy rights and/or defamation. **NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE SPONSOR'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE.**

The Sponsor reserves the right to modify or cancel the Promotion in the event that any portion of any website used to administer any aspect of the Promotion becomes technically corrupted.

(7) Data Collection – Sponsor collects personal information from you when you enter the Promotion. By entering the Promotion, you agree to all of the terms and conditions of Sponsor's Privacy Policy. For information about how personal information may be

used, see Sponsor's Privacy Policy, which is available at <http://www.sega.co.uk/legal/privacy.php>.

(8) Law and Jurisdiction: These terms are governed by English law. **By entering this Promotion, you agree to submit to English law and that local laws shall not apply to the extent that those laws conflict with English law.** Any claim or matter arising out of these terms shall be subject to the jurisdiction of the courts of England.

(9) Winning Game: The Winning Game and the DLC that shall be made available for download shall be announced on the following website: www.makewarnotlove.com

Sponsor: SEGA Europe Limited, 27 Great West Road, Brentford, Middlesex TW8 9BW, UNITED KINGDOM.

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