

## **Final Fantasy 30<sup>th</sup> Anniversary Warriors of Light Unite (“Promotion”)**

To celebrate the 30<sup>th</sup> Anniversary of the Final Fantasy franchise (“**Franchise**”), the Square Enix Final Fantasy 30<sup>th</sup> Anniversary Community Team (“**Community Team**”) will be creating a tribute video for fans (“**Fan Tribute Video**”) consisting of a compilation of selected fan-created content inspired from the Franchise (individually “**Material**” and collectively “**Materials**”).

This Promotion is being operated and promoted by: **Square Enix Limited** registered in England and Wales with company number **01840186** (“**Square Enix**”, “**We**”, “**we**”, “**Us**”, “**Our**”) with registered address at 240 Blackfriars Road, London SE1 8NW.

This Promotion is open to residents of the United States, Canada (excluding Quebec) or a PAL Territory Country\* (“**you**”, “**your**”).

**\*PAL Territory Country means any of the following countries;** ÅLAND ISLANDS, ALBANIA, ALGERIA, ANDORRA, ANGOLA, AUSTRALIA, AUSTRIA, BAHRAIN, BANGLADESH, BELARUS, BELGIUM, BHUTAN, BOSNIA AND HERZEGOVINA, BOTSWANA, BOUVET ISLAND, BRITISH INDIAN OCEAN TERRITORY, BRUNEI DARUSSALAM (nr. Sri Lanka), BULGARIA, BURUNDI, CAMEROON, CENTRAL AFRICAN REPUBLIC, CHAD, CHRISTMAS ISLAND, COCOS (KEELING) ISLANDS, COMOROS, CONGO, CONGO, THE DEMOCRATIC REPUBLIC OF THE, COOK ISLANDS, CROATIA, CYPRUS, CZECH REPUBLIC, DENMARK, DJIBOUTI, EGYPT, EQUATORIAL GUINEA, ERITREA, ESTONIA, ETHIOPIA, FAROE ISLANDS, FIJI, FINLAND, FRANCE, FRENCH GUIANA, FRENCH POLYNESIA, FRENCH SOUTHERN TERRITORIES (South Indian Ocean), GABON, GEORGIA, GERMANY, GIBRALTAR, GREECE, GREENLAND, GUERNSEY, HOLY SEE (VATICAN CITY STATE), HUNGARY, ICELAND, INDIA, IRELAND, ISLE OF MAN, ISRAEL, ITALY, JERSEY, JORDAN, KAZAKHSTAN, KENYA, KUWAIT, KYRGYZSTAN, LATVIA, LESOTHO, LIECHTENSTEIN, LITHUANIA, LUXEMBOURG, MACEDONIA, THE FORMER YUGOSLAV REPUBLIC OF, MADAGASCAR, MALAWI, MALDIVES (Sri Lanka), MALTA, MAURITANIA (West Africa), MAURITIUS, MAYOTTE, MONACO, MONGOLIA, MONTSERRAT, MOROCCO, MOZAMBIQUE, NAMIBIA, NEPAL, NETHERLANDS, NEW CALEDONIA (Australasia), NEW ZEALAND, NORFOLK ISLAND, NORWAY, OMAN, PAKISTAN, PAPUA NEW GUINEA, POLAND, PORTUGAL, QATAR, RÉUNION (S. Africa), ROMANIA, RUSSIAN FEDERATION, SAINT HELENA, SAMOA, SAN MARINO, SAUDI ARABIA, SERBIA, SEYCHELLES, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SPAIN, SWAZILAND, SWEDEN, SWITZERLAND, TAJIKISTAN, TANZANIA, UNITED REPUBLIC OF, TIMOR-LESTE, TOKELAU, TONGA, TUNISIA, TURKEY, TURKMENISTAN, UKRAINE, UNITED ARAB EMIRATES, UNITED KINGDOM, VATICAN CITY STATE, YEMEN, ZAMBIA

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.** By submitting the Material, you warrant that you have read, understand and agree to the terms of this Agreement or if you are under the age of 18, you have obtained the permission of your parent or legal guardian to be bound by this Agreement.

### **1. Entry Period**

24 September 2017 at 08:00 BST (00:00 PT) to 30 October 2017 at 00:00 GMT (or 29 October 2017 at 17:00 PT)

### **2. How to Enter**

Complete and submit the form located at <https://tribute.finalfantasy30.com> with the following details: (i) Name; (ii) E-mail Address; (iii) YouTube link(s) to Material(s).

Only one (1) form may be submitted per person per day. If multiple forms are submitted, only the first one will be accepted.

There is no purchase necessary to enter the Promotion. You must possess an active YouTube Account and have access to a working internet connection and web browser in order to enter. You are responsible for all connection charges associated with the internet connection and any fees associated with the registration for a YouTube Account (accounts are available for free).

By participating in the Promotion, you are deemed to have accepted our privacy policy (<https://eu.square-enix.com/en/documents/privacy>), cookies policy (<https://eu.square->

[enix.com/en/documents/cookies](http://enix.com/en/documents/cookies)) and any YouTube rules and policies (including the YouTube Community Guidelines, available at <https://www.youtube.com/yt/policyandsafety/communityguidelines.html>). Participants must have a permanent residence in the Territory. You must be at least 18 years of age to enter the Promotion. The Promotion is not open to employees, directors or other officers of Square Enix or its respective affiliates, agents, media partners and suppliers.

### 3. Accepted Materials

All Materials must be made available in video format and published on YouTube on your YouTube Account.

- Music covers, interpretations and/or arrangements of the main theme of Final Fantasy as available on <https://tribute.finalfantasy30.com>.
- Handmade creations based on the Final Fantasy icons Moogles, Chocobos and Crystals, including but not limited to drawings, paintings, sculptures and crochets.
- User interpretations including dancing and animations set to the main theme of Final Fantasy as available on <https://tribute.finalfantasy30.com>.

### 4. Selection of Material – Fan Tribute Video

The Community Team will select between ten (10) to thirty (30) of the Materials (at SE's sole discretion) to be featured in the Fan Tribute Video which shall be published on Square Enix's official Final Fantasy YouTube Channel located at: <https://www.youtube.com/channel/UCH3sMKVJ2P7hm7ROBy5FHJg> ("YouTube Channel")

The Community Team will notify you via the e-mail address provided in the Entry Form on or around 6 November 2017 ("Notification") if your Materials have been selected to be included in the Fan Tribute Video. You must reply to the Notification within 48 hours (or any other period of time specified by Square Enix) and send the Material(s) in .MP4. The Material(s) must be in 1080p and 16:9 ration.

### 5. Selection of Material –YouTube Playlist

Throughout the Entry Period, the Community Team may select certain of the Materials (at Square Enix's sole discretion) to be included in a YouTube playlist on the YouTube Channel.

The Community Team will notify you via the e-mail address provided in the Entry Form during the Entry Period if your Materials have been selected to be included in the YouTube playlist.

### 6. Licence to use Materials, Name and Likeness

By submitting your Materials to the Promotion, you irrevocably grant a licence (i.e., permission) for Square Enix, Square Enix's affiliate companies, and their agents and licensees to edit, publish, re-post, re-tweet, broadcast, reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use and exploit your Materials (with or without any accompanying comments and information like your handle and profile picture) for any and all purposes (including advertising, marketing, or promotion) in any and all media throughout the world in perpetuity including, without limitation, on the Square Enix's publicly accessible website(s), social media accounts (including but not limited to Facebook, Twitter, Instagram, Twitch, Snapchat and YouTube), and all other media and distribution channels whether now known or hereafter invented.

Given the nature of online content, you understand that your Materials may be available online even after the above licence has expired (if applicable). You agree that you shall not hold Square Enix, Square Enix's affiliate companies, their licensees, or any of their employees, officers, agents, or contractors responsible or liable for any use of your entry by third parties either during or after the licence period.

### 7. Consent, Moral Rights and Waiver

You unconditionally and irrevocably waive, and you shall procure that any other relevant person waives, in respect of any Material submitted by you all moral rights to which you may now or at any future time be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 as amended from time to

time and under all similar legislation from time to time in force anywhere in the world.

**8. Warranty**

You warrant and undertake that (a) you are entitled to grant, assign and confirm the rights purported to be granted, assigned and confirmed under this agreement; (b) nothing in the Material (or in its use by or for Square Enix) does or will (i) infringe or violate any third-party rights, (ii) contain any obscene, offensive or defamatory material, (iii) bring the Company into disrepute, (iv) be in violation of YouTube rules and policies; and (c) you will co-operate promptly with Square Enix in any claim brought or threatened in respect of the Material.

**9. Indemnity**

You are entirely responsible and liable for the content, accuracy, completeness and legality of all Material that you upload, post, transmit or otherwise submit to Square Enix. You agree to defend, indemnify and hold Square Enix and YouTube harmless and each of their respective affiliates, officers, directors, shareholders, employees, agents, representatives, licensors and assigns from and against any and all claims and damages, including legal expenses arising out of unauthorised use of third party intellectual property rights (including privacy and publicity rights of any individuals appearing in the Material) and or objectionable matter in the Material or the violation of applicable laws or regulations.

**10. General**

10.1 Nothing contained in this Agreement shall be deemed to amend, override, or invalidate any other agreement (e.g., any End User License Agreement, etc.) or terms and conditions (e.g., artwork contest terms and conditions, etc.) you have previously agreed to, or are agreeing to, with Square Enix.

10.2 This Agreement is governed and construed in accordance with the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

10.3 YouTube is not a sponsor of this Promotion. You agree to release, indemnify, and hold harmless YouTube from any and all liability related to this Promotion.