

Terms of Participation The Sims 2 H&M Fashion Runway

1. General

The Sims 2 H&M Fashion Runway (the “**Runway**”) is a community forum that enables participants to design fashion garments for their avatar, and to showcase those garments on the website [www.TheSims2FashionRunway.com] for other users to vote on, comment on and enjoy.

The opening time and date of the entire Runway program is **Thursday 16th June 2007 at 9.00 Eastern Daylight Time (“EDT”)** and the closing date and time for receipt of designs is **Friday 27th July 2007 EDT**.

Voting period begins Thursday the 20th of July 2007 at 9.00 EDT until **Thursday 27th September 2007 at 23.59 EDT**.

EDT means Greenwich Mean Time (“GMT”) less 8 hours, and Central European Time (“CET”) less 9 hours.

2. Restrictions

The Runway is open to residents of US, UK, Austria, Belgium, Czech & Slovak Republic, Denmark, Finland, France, Germany, Holland, Hungary, Ireland, Italy, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Australia and New Zealand aged eighteen (18) and over.

Employees of Hennes & Mauritz AB (“**H&M**”) and Electronic Arts Inc (“**EA**”) or their affiliates, subsidiaries, parent companies, advertising or promotional agencies, as well as members of their immediate families are not eligible to participate in the Showcase.

3. Rules to participate

In order to participate in the Runway you have to own The Sims 2 PC video game and have it product registered on www.ea.com.

For a chance to have your fashion creation showcased as described in paragraph 5 below, you must:

- Have an EA account which can be created at www.ea.com
- Agree to the EA Online Terms and Conditions when you create your EA account.
- Be logged into www.TheSims2.com
- Create the designs you submit using **ONLY** the assets (meshes, fabrics, accessories) provided in the official Design Kit provided for each design theme at www.TheSims2FashionRunway.com
- Create the designs you submit using the Bodyshop tool (provided within The Sims 2 PC Videogame) exclusively. No custom hair or makeup designs will be accepted.

- Submit your Design within the following time frames for each design theme:
 - Party Time - 6/16 9AM EDT - 6/22 11:59PM EDT
 - Skate Park - 6/23 9AM EDT - 6/29 11:59PM EDT
 - Street Wear - 6/30 9AM EDT - 7/6 11:59PM EDT
 - Night Out - 7/7 9AM EDT - 7/13 11:59PM EDT
 - Lets Go to the Beach - 7/14 9AM EDT - 7/20 11:59PM EDT
 - Red Carpet - 7/21 9AM EDT - 7/27 11:59PM EDT
- Entries submitted to the Runway after each Theme Date (as listed above) will not be considered.
- You must upload your design using the naming convention specific to each design theme. This name must appear in the Description for your submission or it will not be accepted.
 - For Party Time submissions - “Design Theme 1” must appear in the description when you upload your design
 - For Skate Park submissions - “Design Theme 2” must appear in the description when you upload your design
 - For Street Wear submissions - “Design Theme 3” must appear in the description when you upload your design
 - For Night Out submissions - “Design Theme 4” must appear in the description when you upload your design
 - For Lets Go to the Beach submissions - “Design Theme 5” must appear in the description when you upload your design
 - For Red Carpet submissions - “Design Theme 6” must appear in the description when you upload your design
- Use the the Bodyshop tool to upload your creations to The Sims 2 Exchange using the naming convention indicated above

4. How to participate:

For more information on creating your fashion design and using the design kits visit www.TheSims2FashionRunway.com. Users should select their country and they will be directed to the applicable local site with all the details.

There will be weekly fashion-related themes on the website (e.g. “Red Carpet”, or “Skate Park”). You will be asked to post content related to the applicable theme.

5. The Sims 2 H&M Fashion Runway

“Each week, EA will select twelve (12) fashion creations created by users. An animated “Showcase” will be created featuring the twelve (12) selected creations (the “Showcase”), and will be posted on individual country sites accessed through www.TheSims2FashionRunway.com, and individual country sites, as applicable, accessed through www.TheSims2FashionRunway.com added over the duration of the Runway.

A video and voting gallery will be offered on www.TheSims2FashionRunway.com where users can then vote for their favourite fashion creation from the Showcase (the “top pick”).

In addition H&M may (but is not obliged to) select designs submitted to the Runway and may make those designs into garments for H&M stores (the “H&M Design Selection(s)"). If your design is chosen as an H&M Design Selection, you will be asked to sign some further documents to confirm that you agree your design may be used as contemplated in this paragraph, and to confirm that you will participate in publicity associated with EA and H&M.

Odds of being selected for the Showcase and being chosen for the H&M Design Selection(s) (if any) and/or voted the Favourite depend upon the number of eligible participants in the Runway. There are no cash alternatives.

6. Results

You will be notified by email if your creation is one (1) of the twelve (12) to be in the Showcase and/or is voted the Favourite.

If any of the selected participants in the Showcase or creators of the Favourite or H&M Design Selection(s) (if any) cannot be traced after reasonable efforts have been made, EA and/or H&M will be entitled to select an alternative fashion creation.

A full list of the creators of each Showcase and H&M Design Selection(s) (if any) will be available on the website www.TheSims2FashionRunway.com.

Any submission to the Runway, which is damaged, corrupted, defaced, late, incomplete or otherwise does not comply with these rules, may be deemed invalid at the sole discretion of EA. Proof of sending will not be deemed to be proof of delivery. EA cannot be held responsible for lost submissions.

Unless satisfactory proof of age is received if requested, EA and H&M reserve the right to choose another participant in the Showcase top pick and/or H&M Design Selection.

You agree that you may be required to take part in marketing and publicity without further consent or payment. Such publicity and marketing may include your name and/or likeness and city, or alternatively your user-name and city.

7. Data protection

In order to participate in the Runway, you must open an account with EA in the United States. This account data will be stored in the USA. Though EA may share account data with EA affiliates in countries with varying personal data protection laws, account data is always protected by EA's Privacy Policy. EA and EA affiliates use account data to administer accounts, provide information of interest, and to communicate with account holders. Account holders may opt out of receiving marketing materials by changing their account preferences. More information about how EA uses account data and account holder related rights can be found in the EA Online Privacy Policy at [http://www.ea.com/global/legal/privacy_noseal.jsp or localized policy]. The Promoter shall be considered the data controller for the database containing this personal information.

8. EA Online Terms and Conditions

Your participation in the Runway is also governed by the EA Online Terms and Conditions found at <https://account.ea.com/legal/legal.jsp>. You agreed to the EA Online Terms and Conditions when you created your EA Account.

Below is a recap of some of the key rules from the EA Online Terms and Conditions that apply to the Runway:

- 1.1. Remember that when you submit fashion designs or other content to the Runway (referred to below as "Content"), you're automatically granting EA the

right to publish and otherwise use your Content for the Showcase, and for other purposes (such as for marketing or other promotional purposes). For example, if we really like what you submit, we might use it in an advertisement, or perhaps even in one of our games. If we use your Content, we may not necessarily attribute it to you, or your screen name. See the EA Online Terms and Conditions for a complete explanation.

1.2. The EA Online Terms and Conditions require you to respect the intellectual property rights of other people. This means that:

- a. You can only post Content to the Runway if (i) you're the owner of the intellectual property rights in the Content; or (ii) you have the prior written consent of the owner of the intellectual property rights to use that Content in connection with the Runway. For example, you should not incorporate the logo of a famous fashion designer (such as Louis Vuitton or Gucci) into your fashion design, because this may infringe that designer's trademarks.
- b. If we think that you have infringed the intellectual property rights of a third party, we may remove your Content from the Runway or Showcase without prior notice to you.
- c. If you are a repeat infringer of another person's intellectual property rights, we may immediately terminate your EA Account. If your EA Account is terminated, you will lose access to all of your Content and other privileges associated with your Account.
- d. If you're a copyright owner, and you believe that any content posted to the Showcase or voting gallery infringes your rights, you may submit a written notice to copyright@ea.com. See <http://www.ea.com/global/legal/legalnotice.jsp> for more information.

If there is any conflict between these Terms of Participation and the EA Online Terms and Conditions, then the EA Online Terms and Conditions will take precedence to the extent of that conflict.

9. General Conditions.

By participating in the Runway you agree to be bound by EA Online Terms and Conditions and these Terms of Participation and by any other requirements set out in the promotional material, which may be amended or varied at any time by EA. In the event of a dispute, EA's decision shall be final and legally binding. No correspondence will be entered into. The Promoter is Electronic Arts Inc. 209 Redwood Shores Parkway. Redwood City, CA 94065. The Showcase is governed by and is in accordance with the laws of the state of California in the United States of America.