

Atari's "PONG® Indie Developer Challenge" Contest
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. DESCRIPTION: The Atari "PONG® Indie Developer Challenge" Contest ("Contest") provides Eligible Entrants (defined below) with the opportunity to create and submit a new iOS mobile app ("Mobile App") for the classic Atari PONG® game (the "Game"). The administrator and sponsor of this Contest is Atari, Inc. ("Sponsor"). The Contest is subject to all applicable federal, state and local laws and regulations.

2. TIMING AND REQUIREMENTS:

- **Contest "Initial Submission Period":** The Contest Initial Submission Period begins on February 28, 2012 at 12:00 a.m. Eastern Standard Time ("EST") and ends on April 15, 2012 at 11:59 p.m. EST (the "Initial Submission Period"). All Mobile App design document(s) must be submitted to Sponsor in Microsoft Word or Adobe PDF format (the "Design Documents") during the Initial Submission Period. Sponsor's computer is the official time keeper of the Contest. In the event an insufficient number of high-quality Entries are received, Sponsor reserves the right to select fewer Semi-Finalists or Finalists, as appropriate.
- **Semi-Finalists' Announcement:** Up to twenty (20) highest-scoring Design Documents, according to the Judging Criteria set forth below, as submitted by Eligible Entrants will be selected as semi-finalists ("Semi-Finalists") and will be announced on April 24, 2012.
- **API:** Semi-Finalists will be required to integrate with Sponsor's application programming interface ("API") for Sponsor's Game app(s). Semi-Finalists will be provided information about API integration.
- **Video Trailer and Playable:** Semi-Finalists must submit a video ("Video Trailer") and first playable level ("Playable") of their Mobile App by May 29, 2012. Semi-Finalists will be provided instructions for design and submission of the Video Trailer and Playable.
- **Finalists Announced:** Up to ten (10) Semi-Finalists with the highest-scoring Entries, according to the Judging Criteria set forth below, will be selected as finalists ("Finalists"). Finalists will be announced on June 19, 2012.
- **Completed Mobile App Submission:** Finalists must each submit the final version of their Mobile App by July 6, 2012.
- **Winner Announcement:** The three (3) Finalists with the highest-scoring Entries, according to the Judging Criteria set forth below, will be selected as the winners ("Winners") and will be announced on August 2, 2012.
- **Contest "Term":** The Contest Term shall run from the commencement of the Initial Submission Period until the date the Winners are announced (the "Term").

3. ELIGIBILITY: THE CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (THE "ELIGIBILITY AREA"), EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF THE DATE OF THEIR ENTRY WHO HAVE AN APPLE DEVELOPER ID AND HAVE PUBLISHED A VALID AND PROPER APPLE ITUNES U.S. APP STORE GAME PRIOR TO THE DATE OF THEIR ENTRY (EACH, AN "ELIGIBLE ENTRANT"). VOID IN GUAM, PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR OTHERWISE RESTRICTED. By entering this Contest, all Eligible Entrants agree to comply with and be bound by these Official Rules, and to comply with all federal, state and local laws and regulations. Void where prohibited, taxed or otherwise restricted by law. Any individuals (i) (including but not limited to employees, public relations and/or any other consultants, independent contractors and interns) who currently hold, or who have within the six (6) months immediately prior to February 28,

2012 held, employment with or performed services for Sponsor, its parent, subsidiary or affiliate companies or any organizations affiliated with the sponsorship, fulfillment, administration, support, advertisement or promotion of the Contest (collectively, "Contest Entities") or (ii) who have won either a contest or sweepstakes involving or sponsored by the Contest Entities within the one (1) year immediately prior to February 28, 2012, are not eligible to enter or win. Immediate Family Members and Household Members of such individuals are also not eligible to enter or win. For purposes of the Contest, "Household Members" shall mean those people who share the same residence, (whether related or not), at least three (3) months a year and "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses.

4. HOW TO ENTER: ELIGIBLE ENTRANTS MUST SUBMIT THEIR ENTRIES IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. To enter, Eligible Entrants must:

- Sign up for the Contest by filling out the entry form, including all information required (including the Eligible Entrant's Apple Developer ID and a link to Eligible Entrant's previously published Apple iTunes U.S. App Store game);
- Upload the Design Documents;
- And submit the Entry via the following link: <http://atari.com/pongdeveloperchallenge> during the Initial Submission Period.

In case of any dispute, an "Eligible Entrant" will be deemed the natural person assigned the email address utilized by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The "Entry" or "Entries" is/are comprised of the Design Documents, the Video Trailer, the Playable and the Mobile App. Without limiting the foregoing, each Eligible Entrant agrees that upon completion of each stage of production of his or her Entry until final completion of such Entry, such completed stage of production, all materials used in the production of such completed stage of production, the Entry, all derivatives thereof, Eligible Entrant's contributions thereto, and all right, title and interest pertaining thereto, including without limitation the copyright and renewals and extensions thereof, shall be entirely the property of Sponsor. If any group elects to collaborate on an Entry, such group shall be required to properly designate one (1) person as the legal agent of the group to enter the Contest as the Eligible Entrant and to agree to these Official Rules on behalf of the group. Neither Sponsor nor any of the Contest Entities are liable for any disputes between collaborators or members of a group arising under or related to the Contest. Sponsor reserves the right to suspend or disqualify an Entry should a dispute arise as to ownership of the Entry or proper agency of the Entrant. Each Eligible Entrant must provide all information requested to be eligible to win. Each Entry must be one hundred percent (100%) original and of the Eligible Entrant's own creation. Eligible Entrant may submit a maximum of only one (1) Entry throughout the Term. Any attempt by any Eligible Entrant to obtain more than the stated number of entries by using multiple/different, names, email addresses, identities or any other methods will void all that Eligible Entrant's entries and that Eligible Entrant may be disqualified. Sponsor is not responsible for lost, late, incomplete, invalid, corrupt, unintelligible or misdirected registrations or Entries, which will be disqualified.

Entry Requirements

Each Entry, including each Mobile App, Video Trailer, Playable and Design Documents, must meet the following content restrictions ("Content Restrictions"):

- Must be inspired by the Game
- Must be coded for use on the iOS mobile platform
- Must NOT contain material which Sponsor determines, in its sole discretion, to be sexually explicit, obscene, pornographic, violent, (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical

disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), defamatory, libelous, offensive, threatening, profane, harassing, or otherwise inappropriate (collectively, "Prohibited Uses");

- Must NOT have been previously (i) submitted to another Contest, (ii) submitted to any entertainment entity that would conflict with this Contest, or (iii) submitted to the iTunes App Store in any country, as determined in the Contest Entities' sole discretion; and
- May include trademarks, logos or insignias owned by Eligible Entrant, at Sponsor's sole discretion

Eligible Entrants who submit an Entry which, in Sponsor's sole discretion, violates any of these Content Restrictions will be deemed ineligible to enter the Contest or be selected a winner. Contest Entities reserve the right to disqualify, in their sole and absolute discretion, any Entry deemed inappropriate or in violation of the Content Restrictions or that does not comply with the Terms of Service located at <http://atari.com/terms-of-service>. No Entry may contain any derogatory references to any Contest Entities or to any third party. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Contest Entities reserve the right to determine in their sole discretion which Entries have satisfied the entry requirements set forth in these Official Rules.

The following terms apply to an Eligible Entrant's Entry and use of the Design Documents and Mobile App. By entering the Contest, each Eligible Entrant acknowledges and agrees that he or she grants Contest Entities and Sponsor the sole and exclusive rights (i) to use and exploit, and (ii) to authorize others to use and exploit, the Entry and Eligible Entrant's name, image, likeness, photograph, portrait, address (city and state), voice, biographical materials and statements, in whole or in part, by any or all means or media now known or hereafter devised, including without limitation on <http://www.atari.com> (the "Website") and in all forms of electronic and print media and Internet and wireless protocol, in any manner in connection with the Contest and for the purposes of advertising, trade or promotion, throughout the universe (the "Territory"), in perpetuity, without further notice or compensation, except where prohibited by law.

5. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each Eligible Entrant represents and warrants as follows with regard to their Entry (including all protectable materials contained therein): (i) the Entry is the Eligible Entrant's own original, previously unpublished, and previously unproduced work; (ii) use of the Entries by Contest Entities and/or Sponsor as permitted by these Official Rules does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (iii) the Entry does not and will not contain any Prohibited Uses. Each Eligible Entrant hereby agrees to indemnify the Contest Entities and/or Sponsor in respect of any and all claims, judgments, losses, damages, settlements, expenses, costs and other liabilities and expenses (including attorneys' fees) relating to or arising out of any breach by Eligible Entrant of his or her obligations under these Official Rules.

6. MATERIALS/RIGHTS IN ENTRIES:

- (a) Sponsor hereby grants to each Eligible Entrant a limited, non-exclusive, non-transferable, non-sublicenseable, revocable, royalty-free license solely during the Term to (i) create derivative works of Sponsor's PONG® video game and (ii) use Sponsor's PONG® trademark solely in connection with Sponsor's PONG® Pak app(s), in accordance with this Contest and for so long as the Eligible Entrant is an active participant in the Contest. For purposes of clarification, such license shall expire at the end of the Term. Furthermore, any derivative works created under the above license shall be entirely the property of Sponsor.
- (b) Each Eligible Entrant acknowledges that Sponsor and its affiliates may be developing or receiving information that is substantially similar to other Game-related information proposed or described by Eligible Entrant or other parties. Sponsor (whether itself or

through its affiliates, contractors, vendors, agents or licensees) shall be free to create, develop, produce and publish any interactive game, even if such game is competitive with or substantially similar to any of Eligible Entrant's actual or proposed Entry, anything to the contrary herein notwithstanding.

- (c) All Entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Sponsor shall own all right, title and interest in and to each Entry, including without limitation all results and proceeds thereof and all elements or constituent parts of Entry (including without limitation the Mobile App, the Design Documents, the Video Trailer, the Playable and all illustrations, logos, mechanicals, renderings, characters, graphics, designs, layouts or other material therein) and all copyrights and renewals and extensions of copyrights therein and thereto. Without limitation of the foregoing, each Eligible Entrant shall and hereby does absolutely and irrevocably assign and transfer all of his or her right, title and interest in his or her Entry to Sponsor, and Sponsor shall have the right and may authorize others to use, copy, sublicense, transmit, modify, manipulate, publish, delete, reproduce, perform, distribute, display and otherwise exploit the Entry (and to create and exploit derivative works thereof) in any manner, including without limitation to embody the Entry, in whole or in part, in apps and other works of any kind or nature created, developed, published or distributed by Sponsor and to and register as a trademark in any country in Sponsor's name any component of the Entry, without such Eligible Entrant reserving any rights or claims with respect thereto. Sponsor shall have the exclusive right, in perpetuity, throughout the Territory to change, adapt, modify, use, combine with other material and otherwise exploit the Entry in all media now known or hereafter devised and in any manner, in its sole and absolute discretion, without the need for any payment or credit to Entrant.
- (d) Each Eligible Entrant hereby absolutely, irrevocably and exclusively assigns and transfers in whole to Sponsor all results and proceeds of such Eligible Entrant's services in connection with his or her Entry and/or participation in the Contest. Such assignment and transfer shall be made to the extent that the Eligible Entrant has, had or will have any interest in and to such results and proceeds. Each Eligible Entrant also hereby absolutely and irrevocably assigns to Sponsor or its designee(s), as determined by Sponsor in its sole and absolute discretion, all of his or her right and interest in and to any royalty or other payment from any use of his or her Entry pursuant to U.S. copyright laws or similar legislation or any system for the collection or distribution of retransmission, lending, rental or other royalty or other payment currently existing or which may hereafter be enacted or devised anywhere in the Territory.
- (e) Each Eligible Entrant also agrees that upon completion of each stage of production through the final completion of any Entry, Entrant shall and hereby does assign and transfer all of its right, title and interest in and to his or her Entry to Sponsor, as set forth above.
- (f) Each Eligible Entrant agrees and acknowledges that participation in the Contest, including without limitation the Eligible Entrant's decision to provide the Entry to Contest Entities for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law or other special relationship between the Contest Entities and such Eligible Entrant, does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Eligible Entrant's Entry, and that the only contracts, express or implied, between the Contest Entities and such Eligible Entrant is as set forth in these Official Rules and the release forms (as described below).
- (g) Without limitation of the foregoing, each Eligible Entrant agrees, on such Eligible Entrant's own behalf and on behalf of such Eligible Entrant's heirs, executors, administrators and assigns, not to institute, support, maintain or permit, either directly or indirectly, any litigation or proceedings instituted or maintained on the ground that Sponsor's ownership and/or any exercise of the rights granted to Sponsor hereunder in any way constitutes an infringement or violation of any right of any person or entity. Each Eligible Entrant further

waives any and all claims that such Eligible Entrant may have now or may hereafter have in any jurisdiction to so-called “rental rights,” “moral rights” and all rights of “droit moral” with respect to his or her Entry, and to the results and proceeds of such Eligible Entrant’s services rendered to Sponsor hereunder, perpetually, throughout the Territory.

7. CONTEST JUDGING: The Entries will be judged by representatives of the Contest Entities who are knowledgeable and qualified to evaluate the Entries (the “Judging Panel”), which will evaluate the Entries and select up to twenty (20) Semi-Finalists in accordance with the timing set forth in Section 2. The Judging Panel will select up to ten (10) Finalists for inclusion into the PONG® Pak app in accordance with the timing set forth in Section 2. The Judging Panel will select three (3) Winners from the group of Finalists in accordance with the timing set forth in Section 2. All decisions of the Judging Panel are final in all aspects of the Contest. Entries will be judged and selected at each stage based on originality, “fun factor,” visual appeal, and marketability (the “Judging Criteria”). The Judging Panel will also consider the total votes of users entered on the Website.

8. VERIFICATION OF POTENTIAL WINNERS: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Potential Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements herein. A potential Winner will be notified by email, telephone or registered mail within thirty (30) days after the Winner selection date. Each potential Winner will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document, IRS w-9 tax form and a separate publishing agreement within five (5) days of Prize notification. If any Winner cannot be contacted within five (5) calendar days of first notification attempt, if any Prize or Prize notification is returned as undeliverable, if any Winner rejects his/her Prize or in the event of noncompliance with these Official Rules and requirements, including without limitation the Content Restrictions, such Prize will be forfeited and may be awarded to the Submission with the next highest score. Upon Prize forfeiture, no compensation will be given.

9. PRIZES: Eligible Entrants who are not selected as finalists will receive no monetary value or any other prize. Each of the three (3) winning Mobile Apps will be offered as games within Sponsor’s PONG® Pak app or apps on the Apple iTunes U.S. App Store. Each Winner shall receive a prize (the “Prize”) comprised of a cash award and an opportunity to earn up to an additional one hundred percent (100%) of the Prize (each, a “Prize Maximum”) through a twenty percent (20%) Revenue Share (as defined below). The term of the Revenue Share (the “Revenue Share Term”) for each Winner shall expire upon the earlier of (i) three (3) years from the date of release of each Winner’s Mobile App on the Apple iTunes U.S. App Store or (ii) the Winner reaching the respective Prize Maximum. The Prizes shall be as follows:

- (a) The highest-scoring Winner will receive up to One Hundred Thousand U.S. Dollars (\$100,000.00), comprised of a Prize of Fifty Thousand U.S. Dollars (\$50,000.00) with the opportunity to earn a Prize Maximum of up to an additional Fifty Thousand U.S. Dollars (\$50,000.00), in connection with sales of the PONG® Pak app. Approximate retail value (“ARV”): up to \$100,000.00.
- (b) The second highest-scoring Winner will receive up to Seventy Five Thousand U.S. Dollars (\$75,000.00), comprised of a Prize of Thirty Seven Thousand Five Hundred U.S. Dollars (\$37,500.00) with the opportunity to earn a Prize Maximum of up to an additional Thirty Seven Thousand Five Hundred U.S. Dollars (\$37,500.00), in connection with sales of the PONG® Pak app. ARV: up to \$75,000.00.
- (c) The third highest-scoring Winner will receive up to Fifty Thousand U.S. Dollars (\$50,000.00), comprised of a Prize of Twenty Five Thousand U.S. Dollars (\$25,000.00) with the opportunity to earn a Prize Maximum of up to an additional Twenty Five Thousand U.S. Dollars (\$25,000.00), in connection with sales of the PONG® Pak app. ARV: up to \$50,000.00.

For the purpose of these Official Rules "Revenue Share" means gross revenue received by Sponsor less any and all actual and verifiable third party direct costs incurred by Sponsor related to the PONG® Pak app, including but not limited to: bank charges, payment channel charges (including without limitation iTunes related charges) and other similar charges; translation costs; server and bandwidth costs for the PONG® Pak app; bad debts, bad checks, allowances, discounts, rebates, free credits, charge backs and credits for returns or refunds; any applicable taxes, including without limitation sales taxes, duties, use or value-added taxes and other similar governmental and pass-through charges, regardless of how they are denominated; marketing costs; and any and all other direct handling fees related to the PONG® Pak app, as applicable. For purposes of clarification, each Finalist shall receive a proportion of the twenty percent (20%) Revenue Share equal to the total Revenue Share divided by the total number of Finalists' Games included in the PONG® Pak app. By way of example only, if there are ten (10) Finalists, then each Finalist shall receive an equal portion of the Revenue Share (two percent (2%)). The Revenue Share Term for each non-winner (each, a "Runner-Up") shall be twelve (12) months from release of the PONG® Pak app in the Apple iTunes U.S. App Store. Each Runner-Up shall also receive Five Thousand U.S. Dollars (\$5,000).

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any Prize, Sponsor reserves the right to substitute a Prize of equal or greater value. All unspecified expenses, including without limitation any expenses incurred in developing or creating Entries, are the responsibility of Winners. Subject to proper winner verification, Sponsor shall pay to each Winner his or her respective Prize within two (2) weeks of the Winner Announcement.

10. RELEASE AND GRANT OF RIGHTS: Except and to the extent that such claims or causes of action result from either breach of these Official Rules by a Contest Entity or from personal injury or death caused by negligence on the part of a Contest Entity, each Eligible Entrant agrees to release and indemnify Contest Entities and each of their respective parent, subsidiary and affiliated companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, for loss, harm, damage, injury, cost or expense, including but not limited to personal injury, death, or damage to or loss of property, arising out of or in connection with preparation for, travel to or participation in the Contest or Contest-related activities; possession, acceptance, use or misuse of any Prize; any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, misappropriation, or any other intellectual property-related or contract related cause of action; or such Eligible Entrant's breach of these Official Rules. Eligible Entrants shall fully comply with the obligations set forth in Sections 6(b)-(g) herein. Eligible Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way, shall be disqualified. Sponsor is not responsible if Contest cannot take place or if Prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any other cause outside of Sponsor's control.

11. RIGHTS OF CONTEST ENTITIES/ DISCLAIMER OF LIABILITY: Each Eligible Entrant agrees that the Contest Entities have no obligation to accept, review, return or publish any Entry. Sponsor makes no guarantee that any Entry will be integrated into any release of the PONG® Pak app and reserves the right not to integrate any Entry for any reason. Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit an Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of an Entry for any reason, with or without legal justification or excuse, and Eligible Entrants shall not be entitled to any damages or other relief by reason thereof. Contest Entities shall have the right and sole discretion to edit, to refuse to publish or cease to publish any Entry whatsoever which they find to be in violation of these Official Rules, does not fully comply with all of Contest Entities' requirements or the Content Restrictions in connection with any and all legal clearance issues, or which they find in their sole

discretion to be otherwise objectionable for any reason. Contest Entities also reserve the right to replace a winning Entry with an Entry of an alternate Eligible Entrant in accordance with these Official Rules if such Entry and/or Eligible Entrant is withdrawn from or removed from the Contest for any reason, including without limitation such Eligible Entrant's failure to have documents executed as directed by the Contest Entities. Contest Entities also reserve the right, in their sole discretion, to adjust times and dates reflected in Section 2 of these Official Rules at any time and/or to terminate the Contest for any reason in the event that there is an error, problem or other circumstance beyond the reasonable control of the Contest Entities which impacts the operation, administration or security of the Contest or the Contest Entities and, in such situation, to select the Winners from the eligible Entries received prior to the action taken or in such manner as deemed fair and appropriate by Contest Entities. The Contest Entities are not responsible for any materials provided by Eligible Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of creation of any Entry. The Contest Entities are not responsible for the content or practices of third party websites that may be linked to the Website. The Website may also be linked to websites operated by companies affiliated with Contest Entities. Visitors to those sites should refer to each site's separate privacy policies and practices. For purposes of clarification, Apple is not a sponsor of, nor involved with, the Contest in any manner.

12. GENERAL TERMS AND CONDITIONS: By participating, each Eligible Entrant agrees that the Contest Entities and each of their respective agents, representatives, parent, subsidiary and affiliated companies and legal advisors, and each of their respective employees, shareholders, officers and directors are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable e-mail, Entries, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Contest Entities that may cause the Contest to be disrupted or corrupted; and (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest. Contest Entities reserve the right, in their sole discretion, to modify the timing of, or suspend or cancel, the Contest at any time for any reason, including without limitation if a computer virus, bug or other technical problem corrupts the administration, security or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties and other events not within the reasonable control of Contest Entities. Contest Entities reserve the right, at their sole discretion, to prohibit any Eligible Entrant from participating in the Contest or to disqualify any individual they find, in their sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Contest Entities may suspend or discontinue the Contest if, in their sole discretion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest and Contest Entities may select potential winning Entries from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification or suspension.

13. DISPUTES: All issues and questions arising out of or in connection with this Contest, the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Eligible Entrants and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York exclusively, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In the event of a claim or dispute, an Eligible Entrant's sole remedy shall be limited to the remedy at law for damages, if any, and such Eligible Entrant shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of

media) of the Website, the Contest and/or any intellectual property owned or licensed by the Contest Entities or their respective parent, subsidiary or affiliated companies. Other than for actual out-of-pocket expenses, under no circumstances will an Eligible Entrant be permitted to obtain awards for, and each Eligible Entrant hereby waives all rights to claim, punitive, incidental and consequential damages, any other damages and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

14. PRIVACY POLICY: Any personal information supplied by Eligible Entrants will be subject to the privacy policy posted at <http://www.atari.com/privacy-policy> (the "Privacy Policy"). By entering the Contest, each Eligible Entrant grants Sponsor permission to share his or her email address and any other personally identifiable information with the other Contest Entities for the purpose of Contest administration and Winner selection. Additionally, by opting in to specific offers from any of the Contest Entities, an Eligible Entrant's entry information will be subject to those Contest Entities' respective privacy policies and terms of service and such Eligible Entrant agrees to receive additional email communication from those companies. The information necessary to operate the Contest will be collected by Sponsor at the time that each Eligible Entrant registers for the Contest, and without limiting Sponsor's rights under the Privacy Policy with regards to its use of the information, will be used to contact Eligible Entrants specifically for operation of the Contest. By entering the Contest, each Eligible Entrant also gives his or her consent to the collection use and processing, as set forth in the privacy policies mentioned above, by Sponsor of his or her personal information provided at registration as well as any further information provided during his or her participation in the Contest.

15. LIST OF WINNERS/OFFICIAL RULES: To obtain a copy of the Winners list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to "Atari PONG® Indie Developer Challenge" Contest Winners/Rules, 475 Park Avenue South, 12th Floor, New York, NY, 10016. Requests for the list of Winners must be received no later than September 15, 2012.

16. SPONSOR/ADMINISTRATOR: Atari, Inc., 475 Park Avenue South, 12th Floor, New York, NY, 10016.