

CONTEST WINNER ASSIGNMENT AND RELEASE

This Contest Winner Assignment and Release is made and entered into on January 2010, by and between NC Interactive, Inc. or NCsoft Europe Ltd., as appropriate (“NCsoft”) and _____, an individual residing at _____ (“Winner”).

WITNESSETH:

WHEREAS, NCsoft conducted a contest titled the “Valentine’s Day Contest” (the “Contest”) in which entrants

WHEREAS, NCsoft has selected Winner as a winner of the Contest.

WHEREAS, Subject to NCsoft’s ownership of its intellectual property rights, Winner owns all right, title and interest in and to the submission provided to NCsoft as part of Winner’s Contest entry, as set forth on Exhibit A attached hereto (collectively, the “Submission”).

WHEREAS, Winner agreed as part of the Contest Rules to assign all of the right, title, and interest in and to the Submission to NCsoft.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of each which is hereby acknowledged, NCsoft and Winner do hereby agree as follows:

1. Publicity and Liability Release. Winner hereby gives NCsoft and its divisions, subsidiaries, affiliates, and agencies full permission, right and authority to use Winner’s likeness, photograph, name, hometown, and any comments Winner may make/answer to questions NCsoft may provide, or any other information that Winner provides about himself/herself, the prize, the Contest, or Aion, for the purposes of advertising and promotion (in any media, including but not limited to in print media, television, film, video, radio, internet or otherwise) related to the Contest, Aion or NCsoft itself, without any further notification or compensation to Winner other than that set out herein. Winner waives all rights of inspection and approval in relation to the foregoing. Winner hereby further releases NCsoft from any and all liability arising out of the exercise of the rights granted in this release, unless NCsoft itself caused the liability by gross negligence or intent. Winner warrants that he/she is fully authorized to grant the rights granted in this section. Winner understands that NCsoft will rely on the contents of this section. You may exercise your rights of access and rectification to your personal information by writing to *Aion_Community@ncsoft.com*.
2. Eligibility. To be eligible to win designated prize, Winner understands that as of December 16, 2009 (a) Winner must be 13 years of age or older, (b) if Winner is a minor in your country of residence, Winner must provide the entry as set forth under Section 1 of the Official Rules and Conditions with

Winner's legal guardian's approval and Winner must provide written approval of Winner's entry to the Contest, and consent to the Official Rules and Conditions by Winner's legal guardian. This written approval shall be provided within 14 days after the receipt of request by NCsoft, (c) Winner must have Internet access, an email account and access to a personal computer, (d) Winner must be a resident of the United States (excluding the State of Rhode Island, and excluding Guam, Puerto Rico, U.S. territories, military installations and commonwealths), Canada (excluding Quebec) (Canadian residents will be required to answer an additional mathematical question in order to claim their prizes), or the European Union. Winner hereby agrees to complete the form set forth as Exhibit B attached hereto.

3. Release. NCsoft and its parent companies, affiliates, subsidiaries, advertising, promotion and publicity agencies and all of their respective directors, officers, employees, agents, representatives, successors and assigns are not in any way responsible or liable for damages, loss or injury resulting from Winner's participation in the Contest or acceptance, loss or use of any prizes awarded as a result of Winner's participation in the Contest. Winner further agrees that in any cause of action, NCsoft's liability will be limited to the cost of entering and participating in the Contest, and in no event shall NCsoft be liable for attorney's fees. I waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Nothing in this Assignment shall limit or exclude NCsoft's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited by applicable law. If you are resident in Germany, nothing of the aforementioned shall limit NCsoft's or any other parties' liability for personal damages or such damages caused by gross negligence or intent.
4. Assignment. Subject to Section 6, Winner hereby assigns, transfer and convey unto NCsoft its entire right, title and interest in and to the Submission and all Intellectual Property Rights related thereto to the fullest extent permitted by law. For the purposes of this Assignment, "Intellectual Property Rights" shall mean (i) patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; (ii) the right to display the Submission on any of NCsoft's websites, make it available for download and to modify the Submission; (iii) the Submission's language, its environment, its media storage or installation, comprising all economical rights of the Submission including, the reproduction right and its divisions, such as the right to use, adapt and transpose the Submission, the right of public performance and use of the Submission, the distribution, interfacing and integration of the Submission into NCsoft's own range of products or third parties' products, for any platform whatsoever, to produce and to market the Submission through various channels on any medium, including licensing or resale, including commercial use, distribution by downloading, or any distribution process that allows the Submission or its adaptations, in whatever form, to be delivered to the public, e.g. in any printed form (including magazines, newspapers, T-shirts or any other textiles, documentation, mugs), on any tangible storage (including diskette, hard disk, optical disc, Blu-Ray, DVD, CD-ROM, Flash memory cards, any electronic media).

5. Waiver of Moral Rights. Subject to Section 6, Winner hereby irrevocably waives all of his/her moral rights and rights of a similar nature whether now existing or hereafter conferred under the laws of any jurisdiction in the Submission, to the fullest extent permissible by law, and shall not institute, support or maintain any action on the ground that any use by NCsoft constitutes an infringement of any moral rights or similar rights.
6. To the extent any applicable legal system, including but not limited to Germany, does not accept the concept of “work-made-for-hire”, the transfer of the copyright itself and/or moral rights themselves, Winner hereby transfers, conveys and assigns to NCsoft any and all Intellectual Property Rights, aside from the copyright itself and the moral rights themselves, in and to the Submission, including but not limited to any and all derivative works, and the rights for the worldwide exploitation and utilization in all known and unknown types of media and for all known or unknown kinds of use. Insofar as the aforesaid transfer may not be feasible by law, Winner hereby grants to NCsoft at least an exclusive worldwide perpetual right and license in and to the aforesaid rights for any and all types of use whether known or yet to be determined for an overall exploitation and utilization in any modality, through any sales channel and in any technical specification. As far as the moral rights are concerned NCsoft may not make use of the moral rights of Winner in any way that is considered unreasonable.
7. Further Acts. Winner hereby undertakes to execute all documents and give all assistance and do all acts and things, at the expense of NCsoft as may, in the opinion of NCsoft, be necessary or desirable to vest the Intellectual Property Rights in and otherwise to protect and maintain the Intellectual Property Rights in and to the Submission. Such cooperation by the Winner shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties for perfecting in NCsoft the right, title and interest herein conveyed.
8. Warranty. Winner represents and warrants to NCsoft that Winner (i) is the sole owner of all rights, title and interest in the Submission and the Intellectual Property Rights embodied therein, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered the Submission or any Intellectual Property Rights embodied therein or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 3, (iv) is not aware of any violation, infringement or misappropriation of any third party’s rights (or any claim thereof) by the Submission or the expected use by NCsoft thereof, and (v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 3.
9. No Amendment. This Assignment may not be varied, altered, amended or supplemented, nor may any of its provisions be waived, except by a writing duly executed by Winner and NCsoft.
10. Assignment. The terms and covenants of this Assignment shall inure to the benefit of NCsoft, its successors, assigns and other legal representatives, and shall be binding upon the Winner, its successors, assigns and other legal representatives.

11. Governing Law. This Assignment is entered into under, and shall be governed for all purposes by, the internal laws of the State of Washington as if made and entered into between two residents of that state. In any action or proceeding to enforce rights under this Assignment, the prevailing party shall be entitled to recover costs and attorneys' fees.
12. Acknowledgment. The parties hereby acknowledge that they have read this Assignment and knowingly and willingly agree to be bound by its terms and conditions.
13. Counterparts. This Assignment may be executed simultaneously in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile signatures shall be valid and binding upon the signing party.

IN WITNESS WHEREOF, The NCsoft and Winner have executed this Assignment as of the date set forth above.

WINNER

NC SOFT

By: _____

By: _____

Its: _____

Exhibit A

Contest Submission

Exhibit B

1. My real name is:

I am years of age.

My street address is:

City:

State:

Zip:

Phone (for UPS shipping purposes only):

CANADIAN RESIDENTS NOT FROM QUEBEC! To claim your prize, you must be able to answer the following question correctly:

12 x 10 + 4 = (please provide answer)

Please send my Aion Valentine's Day prizes to the address below: (Can be the same as your residence; no international alternative addresses or P.O. Boxes are allowed).

Name:

Street address:

City:

State:

Zip:

Phone (for UPS shipping purposes only):

2. Neither I, nor any member of my immediate family or household, is an employee of NCsoft or any of its subsidiaries, affiliates, or promotional or publicity agencies.
3. I certify that the above information is true, and I accept the prize subject to all terms of the Contest Rules, which I have read in full. I represent that I have complied with all the rules and that I have perpetrated no fraud or deception in entering the Contest or in claiming the prize.
4. I grant NCsoft the worldwide right to use, publish and display my name on the official *Aion* web site (<http://www.aiononline.com>), in connection with this contest without any further notification or compensation of any kind.

MARK THIS BOX WITH AN "X" to show you have read and agree to #'s 2, 3 4, above.