

## **Xbox 12 Days of Giving Sweepstakes Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Xbox 12 Days of Giving Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Microsoft Corporation, Ayzenberg Group, Inc., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Microsoft Corporation, One Microsoft Way Redmond, WA 98052-6399. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on December 11, 2016 at 6:00 p.m. Eastern Time ("ET"), ends on December 22, 2016 at 11:59 p.m. ET (the "Promotion Period"), and consists of twelve (12) daily entry periods ("Daily Entry Period"). Each Daily Entry Period consists of a single day starting at 12:00 a.m. ET and ending at 11:59 p.m. ET. Twitter's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** To participate you must have a Twitter account. Twitter accounts are free, but subject to Twitter, Inc.'s terms of service: (<https://twitter.com/tos>). Your account settings must be set to "unprotected" and/or "public" in order for your Retweets to be viewable by Sponsor and its agents. If you Tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

During each Daily Entry Period, Retweet Sponsor's Tweet that includes the hashtags #12daysofgiving, #xboxswepstakes and also includes a link to these Official Rules. You will automatically receive one (1) entry into the applicable Daily Entry Period drawing.

If you include any other content with your Retweet it will hereafter be referred to as your Submission. Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

**Limit:** You may enter one (1) time each Daily Entry Period. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to

create the Twitter account. Each potential winner may be required to show proof of being an authorized account holder.

**5. Sponsor's Use of Submissions:** Tweeting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**6. Grand Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select each potential Daily Entry Period Sweepstakes winner from all eligible entries received for the applicable Daily Entry Period, on or around December 27, 2016. Each potential winner will be notified by @Xbox via Twitter and will be directed to complete a registration form to confirm eligibility, including their name and home mailing address within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to provide the requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**7. Prizes: TWELVE (12) GRAND PRIZES (One (1) awarded each Daily Entry Period):** The following Xbox Bundles will be awarded for the specified Daily Entry Period:

**12/11/16:** Xbox One S Minecraft Favorites Bundle 500GB, including Xbox One S 500GB console, Xbox Wireless controller, Minecraft: Xbox One Edition Favorites Pack (Builder's Pack, and Minecraft: Windows 10 Edition Beta). Approximate Retail Value ("ARV"): \$299.

**12/12/16:** Xbox One S Gears of War 4 SE bundle 500GB, including Deep Blue 500GB console, Deep Blue Wireless controller, and Gears of War 4 game. ARV: \$299.

**12/13/16:** Xbox One S Battlefield 1 bundle 500GB, including Xbox One S 500GB console, Xbox Wireless controller, Battlefield™ 1 game, and 1 month EA Access. ARV: \$299.

**12/14/16:** Xbox One S Gears of War 4 bundle 1TB, including Xbox One S 1TB console, Xbox Wireless controller, and Gears of War 4. ARV: \$349.

**12/15/16:** Xbox One S Battlefield 1 SE bundle 500GB, including Storm Grey 500GB console, Storm Grey Wireless controller, Battlefield™ 1, and 1 month EA Access. ARV: \$299.

**12/16/16:** Xbox One S Battlefield 1 SE bundle 1TB, including Military Green 1TB console, Military Green Wireless controller, Xbox Military Green Stand, Battlefield 1™, Early Enlistee Deluxe Edition, and 1 month EA Access. ARV: \$349.

**12/17/16:** Xbox One S Minecraft Favorites Bundle 500GB, Xbox One S 500GB console, Xbox Wireless controller, Minecraft: Xbox One Edition Favorites Pack (Builder's Pack and Minecraft: Windows 10 Edition Beta). ARV: \$299.

**12/18/16:** Xbox One S Gears of War 4 SE bundle 500GB, including Deep Blue 500GB console, Deep Blue Wireless controller, and Gears of War 4 game. ARV: \$299.

**12/19/16:** Xbox One S Battlefield 1 bundle 500GB, including Xbox One S 500GB console, Xbox Wireless controller, Battlefield™ 1 game, and 1 month EA Access. ARV: \$299.

**12/20/16:** Xbox One S Gears of War 4 bundle 1TB, including Xbox One S 1TB console, Xbox Wireless controller, and Gears of War 4. ARV: \$349.

**12/21/16:** Xbox One S Battlefield 1 SE bundle 500GB, including Storm Grey 500GB console, Storm Grey Wireless controller, Battlefield™ 1, and 1 month EA Access. ARV: \$299.

**12/22/16:** Xbox One S Battlefield 1 SE bundle 1TB, including Military Green 1TB console, Military Green Wireless controller, Xbox Military Green Stand, Battlefield 1™, Early Enlist Deluxe Edition, and 1 month EA Access. ARV: \$349.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received for each Daily Entry Period. Limit: One (1) prize per person. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Ayzenberg Group, Inc., Administrator, Twitter, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9 Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which

may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy: <https://privacy.microsoft.com/en-us/privacystatement> and Administrator's Privacy Policy: <http://www.helloworld.com/privacy-policy>.

**14. Winner List:** For a winner list, visit <http://bit.ly/2g7qyfy>. The winner list will be posted after winner confirmation is complete.

© 2016 HelloWorld, Inc. All rights reserved.

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.**