

## **Xbox One Ride and Win Promotion Official Rules**

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

**1. Eligibility:** Xbox One Ride and Win Promotion (the "Promotion") 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, are in the Midtown Manhattan region of New York, NY during the Promotion Period, and who did not purchase any equipment to participate. Employees of Microsoft Corporation, Uber Technologies, Inc., the NFL Entities (defined below in Section 7), 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 Promotion consists of an offer ("Offer") and an instant win game ("Instant Win Game") and 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Microsoft Corporation, One Microsoft Way, Redmond, WA 98052.

**3. Timing:** The Promotion begins on January 30, 2014 at 7:00 p.m. Eastern Time ("ET"), ends on February 1, 2014 at 11:00 p.m. ET (the "Promotion Period"), and is only available each evening from 7:00 p.m. ET through 11:00 p.m. ET.

**4. Location:** You must be in the Midtown Manhattan Area, defined as any location from Houston Street through 42<sup>nd</sup> Street.

**5. The Offer: Receive a Free Ride through the Uber App (the "Application"):** If you are in the Midtown Manhattan Area (as defined above) and you use the Application to request a free ride in an Xbox Truck, the Application will advise you about the availability and timing of an Xbox Truck. The availability of this special Xbox Truck is limited, and, due to consumer demand, your request may not be met during the Promotion Period.

Upon arrival of the Xbox Truck, You will be able to designate a destination (at no cost) anywhere within the Midtown Manhattan Area so long as the ride does not exceed twenty (20) minutes. Upon entry into the Xbox Truck, you will receive a copy of these Official Rules. You and all of the passengers (up to 7 depending on the size of the vehicle) will be required to sign a Publicity Release form agreeing to have your ride in the Xbox Truck filmed ("Footage") before exiting the Xbox Truck.

**6. Instant Win Game Prize Selection:** Receiving a prize is contingent upon compliance with these Official Rules. There will be ten (10) Xbox Trucks participating in this Promotion, and each will be stocked with between fourteen (14) and seventeen (17) prizes each evening of the Promotion Period. While on your ride, Sponsor's representative (in his/her sole discretion) will randomly select a prize from the remaining prizes and offer it to the participant. The odds of receiving any particular prize are listed below in the paragraph 7. The potential Grand Prize winner will be required to sign a Declaration of Compliance, Liability and Publicity Release in order to claim the prize. If the Potential Grand Prize winner declines the prize, another prize will be offered. Prizes will be fulfilled while on the ride.

## **7. Instant Win Game Prizes:**

ONE (1) GRAND PRIZE: Two (2) tickets to Super Bowl XLVIII, scheduled to be held on February 2, 2014. Approximate Retail Value ("ARV"): \$2,200. Odds of winning are 1:500. The Sponsor is not responsible if Super Bowl XLVIII is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of event.

TEN (10) FIRST PRIZES: An Xbox One Console. ARV: \$500. Odds of winning are approximately 1:50.

ONE HUNDRED TWENTY-FOUR (124) SECOND PRIZES: A Forza Motorsport 5 game for Xbox One. ARV: \$60. Odds of winning are approximately 1:4.

TEN (10) THIRD PRIZES: A Madden NFL 25 game for Xbox One. ARV: \$60. Odds of winning are approximately 1:50.

FORTY-FIVE (45) FOURTH PRIZES: A \$50 NFLShop.com gift card. Terms and conditions of gift card apply. ARV: \$50. Odds of winning are approximately 1:11.

THIRTY (30) FIFTH PRIZES: A 3-month Xbox Music Pass. ARV: \$29.99. Odds of winning are approximately 1:17.

ONE HUNDRED (100) SIXTH PRIZES: An Xbox kit including: beanie, scarf, chap-stick and tote bag. ARV: \$25. Odds of winning are approximately 1:5.

ONE HUNDRED EIGHTY (180) SEVENTH PRIZES: An Xbox hat. ARV: \$15. Odds of winning are approximately 1:3.

For All Electronic Prizes: 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.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. 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. Limit: One (1) Offer and prize per person.

**8. Release:** By participation in this Promotion, you agree to release and hold harmless Sponsor, Uber Technologies, Inc., Wasserman Media Group, LLC, the NFL Entities (as defined below), Administrator, 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 Promotion or receipt or use or misuse of any prize.

The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Promotion or any prize awarded. The NFL Entities have not offered or sponsored this Promotion in any way.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes each participant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Furthermore, each participant understands that Sponsor and its designees shall own the Footage and that Sponsor shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the Footage, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, 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 Promotion 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 Promotion 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion 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, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, 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, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Promotion, 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 Promotion, 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 will be used solely for the administration of this Promotion.

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