

## **Xbox Collectible Console Sweepstakes**

### **Official Rules**

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

**1. Eligibility:** Xbox Collectible Console Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including D.C.) who are at least eighteen (18) years old at the time of entry. Employees of Microsoft Corporation, 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. The Sweepstakes consists of two (2) independent Sweepstakes: an Event Sweepstakes and a Home Sweepstakes.

**2. Sponsor:** Microsoft Corporation, One Microsoft Way, Redmond, WA 98052. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** Both the Event and Home Sweepstakes each begin on July 24, 2014 at 12:00 a.m. Eastern Time ("ET") and end on July 28, 2014 at 11:59 p.m. ET (the "Promotion Period"). Twitter, Inc.'s servers are the official time keeping device on the Event Sweepstakes.

**4. How to Enter:** To participate in this Sweepstakes you are required to have a Twitter account (herein "Account"). If you do not have an Account, you can create one for free by visiting [www.twitter.com](http://www.twitter.com). Accounts are subject to Twitter's terms (<http://twitter.com/tos>). **Message and Data rates may apply to using an Account on your mobile phone.** This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Twitter.

**a. The Event Sweepstakes:** There are two (2) ways to enter the Event Sweepstakes:

- i. Enter by attending the Comic-Con® International: San Diego event:** Visit the Comic-Con International: San Diego 2014 event (the "Event") and locate the Xbox Lounge. Then, log into your Twitter Account and "Follow" @Xbox. Then, tweet a photo of one of the Xbox consoles on display at the Xbox Lounge (herein your "Photo") and include #XboxOne #XboxSweeps to receive one (1) entry into the Event Sweepstakes. In order for your entry to be valid, your Account must be public and thus viewable by the Sponsor and its agents.
- ii. Enter without attending the event:** To enter without visiting the Event, hand print your name, address, phone number, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Xbox Collectible Console Sweepstakes," c/o HelloWorld, Inc., P.O. Box 5046, Department 813295, Kalamazoo, MI 49003-5046. You will receive one (1) entry into the Event Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by July 28, 2014 and received by August 4, 2014. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

- b. The Home Sweepstakes:** Log into your Account and "Follow" @Xbox. Then, retweet the applicable Sweepstakes Tweet promoted by Sponsor through its Xbox Twitter handle (@Xbox). The promoted Sweepstakes Tweet will contain text, as well as **#XboxOne #XboxSweeps and Rules:** <http://bit.ly/1pmYBAR>. In order for your entry to be valid, your Twitter account must be public and thus viewable by the Sponsor and its agents.

Tweets may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. If applicable, entrant must have permission from all individuals who appear in the Photo (if any) to use their name and likeness and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Posting a Photo constitutes each 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 the Photo 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 required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Photo. Released Parties (as defined in Section 8, below) are not responsible for lost, late, stolen, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, all of which will be void.

Limit: Each person may receive one (1) entry into the Event Sweepstakes and one (1) entry into the Home Sweepstakes. Multiple entrants are not permitted to share the same Account or email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Accounts, email addresses, 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 Account or email address 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 for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. 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 the potential winners from all eligible entries received during the Event and Home Sweepstakes, on or around August 7, 2014. Sponsor will contact the potential winners via Direct Message on Twitter. The potential winners will be required to provide their age, top (5) prize choices from the available options and a valid physical address for prize fulfillment purposes within five (5) 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, or fails to provide any of the requested information within the required time period, the potential winner forfeits his/her prize. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 10-12 weeks after the conclusion of the Sweepstakes.

#### **6. Prizes:**

- a. The Event Sweepstakes: TWENTY (20) GRAND PRIZES:** A custom Xbox One console with Kinect of the winner's choice (prize choices determined by Sponsor in its sole discretion). Approximate Retail Value ("ARV"): \$499.
- b. The Home Sweepstakes: ONE (1) FIRST PRIZE:** A custom Xbox One console with Kinect (all details and features to be determined by Sponsor in its sole discretion). ARV: \$499

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. 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 or a component thereof 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 the Event and Home Sweepstakes. Limit: One (1) prize per person. Total ARV of all prizes: \$10,479.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, 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 Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner'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.

**9. 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. 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.

**10. 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, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, 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. 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.

**11. 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.

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

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

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