

# Xbox Live Entertainment App Week Sweepstakes

## Official Rules

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

**1. Eligibility:** Xbox Live Entertainment App Week Sweepstakes (the "Prize Draw") is open only to legal residents of Canada, Germany, Mexico, United Kingdom and fifty (50) United States (including D.C.) who are at least the age of majority in their country of residence and have an Xbox Live account (Free or Gold permitted) at the time of entry and own an Xbox One or Xbox 360™ console on or before 5 March 2015. Those who are employees of Microsoft Corporation, HelloWorld, Inc. or their affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, or who are immediate family members or persons living in the same household of each such employee are not eligible. Subject to all applicable laws and regulations. Void where prohibited. By participating in the Promotion, the participant signifies his or her full and unconditional agreement to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

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

**3. Timing:** The Prize Draw begins at 00:00:00 Pacific Time ("PT"), 5 March 2015, and ends at 23:59 PT, 12 March 2015the ("Prize Draw Period"). All times are expressed in U.S. Pacific Time ("PT"). Please see [world clock](#) for time zone conversion information. Sponsor's computer is the official time keeping device for the Prize Draw.

**4. How to Enter:** You will need an Xbox Live account ("Account") to participate in the Prize Draw. If you don't already have an Account, visit the Xbox Live website for your country of residence to create an Account. There are two types of Accounts: the Free Membership and the Gold Membership. You may create and use either Account for purposes of this Promotion. There is no cost to become a Free Member. Your Xbox Live Account is subject to its Terms of Use listed on the Xbox Live website for your country of residence. Please be sure that your Xbox Live gamer profile information including e-mail address, mailing address and phone number is correct and current. During the Prize Draw Period, there are two (2) ways to enter:

- a. Enter via Xbox One:** Use your Xbox One video game and entertainment system to log-in to your Account on the Xbox Live Service and follow the "Xbox Live Entertainment App Week" prompt. Then, follow the links and instructions to agree to participate in the Prize Draw. You will automatically receive one (1) entry into the Prize Draw. Limit: You may receive one (1) entry into the Prize Draw via this method.
- b. Enter via Xbox 360:** Use your Xbox 360™ video game and entertainment system to log-in to your Account on the Xbox Live Service and follow the instructions on the "Xbox Live Entertainment App Week" prompt to download the "Gamer Pic" identified with this Prize Draw. You will automatically receive one (1) entry into the Prize Draw. Limit: You may receive one (1) entry into the Prize Draw via this method.

**Bonus Entries:** On either an Xbox One or Xbox 360 console, download any Xbox Live Entertainment Week app ("App") to receive an entry into the Prize Draw. Apps include all of the information and entertainment apps that are available during the Prize Draw Period. You

automatically will receive one (1) entry into the Prize Draw per App downloaded subject to the limits set forth below. **You are not required to use any App downloaded to receive an entry into the Prize Draw.** While downloading the App is free during the Prize Draw Period, use of the App may require costs or fees. LIMIT: Download up to five (5) Apps per day to receive up to five (5) entries per day per Account during the Prize Draw Period.

Use of any automated system to participate in the Prize Draw is strictly prohibited and will result in disqualification and all entries submitted or received via such automated system will be void. The Promoter is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected information or entries, which will be disqualified and void. In the event of a dispute as to the identity of any entrant, the authorized account holder (as defined herein) of the email address used by, or connected to, the eligible entrant 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, Internet service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**Personal Information:** Information previously collected from entrants when creating an Account is subject to Promoter's Privacy Policy <http://www.microsoft.com/privacystatement/en-us/xbox/default.aspx>. Promoter will only provide limited personal information to Administrator for the purpose of notifying and confirming winners and this limited personal information will be treated in accordance to the Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>. Promoter and Administrator have notified the U.S. Department of Commerce that they adhere by the rules of the Safe Harbor Framework available under <http://export.gov/safeharbor/>. Personal information previously collected when creating an Account includes name, address, email address, birthdate and will be used here for the purposes of this Prize Draw to contact potential winners. The Promoter is the recipient of your personal data. YOUR INFORMATION WILL ONLY BE STORED OR PROCESSED ON SERVERS LOCATED IN THE UNITED STATES. Participation in the Prize Draw constitutes participant's acknowledgement consent to the processing and transfer of personal information for the purposes of administration of the Promotion. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message to [usconstsub@microsoft.com](mailto:usconstsub@microsoft.com).

**5. Prize Drawings:** Administrator will randomly select the potential winners from all eligible entries received during the Prize Draw Period on 16 March 2015 at 12:00 p.m. ET in the Administrator's offices. The drawings will take place at the Administrator's offices at the address set forth above. The potential winners will be notified by the email address provided upon creating an Account. The potential Grand Prize winner who has been contacted by the Administrator will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") which must be received by Administrator, within seven (7) days of the date notice is sent or delivery of the notice is attempted, in order to claim the prize. The potential First Prize winners will be required to confirm their physical address for prize fulfillment within five (5) days of the date notice is sent or delivery of the notice is attempted in order to claim the prize. If a potential winner fails to provide any of the requested information or sign and return the Declaration within the required time period, the potential winner forfeits the applicable prize and it will be awarded to the eligible entrant whose entry was the next valid entry drawn, provided that entrant provides all of the requested information or signs and returns the Declaration, if required. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Promoter 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 applicable prize or the equivalent value shall not be awarded.

FOR RESIDENTS OF CANADA ONLY: If a potential winner is a resident of Canada he/she will also be required to answer a time-limited skill-testing question without assistance, in order to be eligible to receive a prize.

**Prizes: ONE (1) GRAND PRIZE:** A \$2,500 USD Visa® Prepaid Card. Approximate Retail Value ("ARV"): \$2,500 USD (or approximately € 2,200, £1,645 GBP, \$36,483 MXN, or \$3,100 CAD).

**THREE (3) FIRST PRIZES:** An Xbox One console with Kinect. ARV: \$399 USD ((or approximately € 353, £261 GBP, \$6,040 MXN, or \$504 CAD).

**FIFTY (50) SECOND PRIZES:** A 1-month Xbox Live Gold membership. Awarded in the form a digital code. ARV: \$9.99 USD (or approximately €9, £7 GBP, \$151 MXN, or \$12 CAD).

Total ARV of all prizes: \$4,196.50 USD (or approximately €3,695 EUR, £2,761 GBP, \$61,237 MXN, or \$5,202 CAD).

**For All Prizes:** If for any reason the advertised prize is unavailable, Promoter reserves the right to substitute a prize of equal or greater value. Winners are responsible for any applicable taxes on prizes. Winners who are residents of the United States will be issued a 1099 reflecting the value of the prize for the tax year that they receive the prize. **Limit:** One (1) prize per person. The odds of winning depend upon the number of eligible entries received during the Prize Draw Period. Allow up to 8-10 weeks after winner confirmation for delivery of prize. Prizes are not transferrable.

**8. U. S. Tax Liabilities:** If the Grand Prize winner is a non-U.S. resident, 30% of the prize value accepted will be withheld and remitted to the U.S. Internal Revenue Service to comply with U.S. tax laws. Accordingly, the value of the Visa® Pre-Paid Card Grand Prize fulfilled to a non-U.S. resident will be \$1,750 USD (or approximately (€1,548, £1,148, 26,426.57 MXN, or \$2,213 CAD), For non-U.S. winners of First and Second prizes ONLY, Sponsor will gross-up the total value of the prize by 30% and remit the surplus amount to the IRS.

**9. Release:** By accepting a prize, each winner agrees to the extent allowable under applicable law, to release and hold harmless Promoter, Administrator and their respective agents ("Released Parties") from any and all liability or any injury, loss, damage, claim or right of action of any kind arising from or in connection with this Prize Draw or any Promotion-related activity or the receipt, possession, use or misuse of any prize won, except for residents of Germany, the Republic of Ireland and the United Kingdom with respect to claims resulting from death or personal injury arising from Promoter's negligence and any claims resulting from Promoter's gross negligence, and for residents of the United Kingdom with respect to claims resulting from the tort of deceit or any other liabilities that may not be excluded by law.

**10. Publicity:** Except where prohibited by applicable law, Promoter and its agents may use the winner's name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any online or other media, worldwide, without further payment or consideration for up to one (1) year following the conclusion of the Promotion.

**11. General Conditions:** To the extent permitted by law, Promoter reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Promoter in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux in Quebec. If the Prize Draw is terminated Promoter may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the procedure outlined above. Promoter reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the

Prize Draw or to be acting in violation of these Official Rules or those of any other Prize Draw or in an unsportsmanlike or disruptive manner and void all associated entries. **Any attempt by any person to deliberately undermine the legitimate operation of the Prize Draw may be a violation of criminal and civil law, and, should such an attempt be made, Promoter reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.**

**12. Limitations of Liability:** 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; or (4) technical or human error which may occur in the administration of the Prize Draw or the processing of entries. 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. Nothing in Section 8 shall limit or exclude the Released Parties' liability for death or personal injury caused by their negligence, fraud or fraudulent misrepresentation, or anything else prohibited by law. 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 Promoter reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. 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, U.S.A.; (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 Promoter 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, U.S.A.. For Residents of the Province of Quebec ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling (the "Régie"). Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. For Residents of Germany ONLY: The limitation to the amount of damages does not apply and does not limit the mandatory consumer protection rules applicable to you under German law.

**14. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be

enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**15. Winner List:** For a winner list, visit <http://bit.ly/1mLxuG>. The winner list will be posted after winner confirmation is complete.

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