

Bing Rewards Sweepstakes Official Rules

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

1. Eligibility: Bing Rewards Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. Employees of HelloWorld, Inc., and HelloWorld parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, and employees of Microsoft Corporation involved in the planning or execution of the Sweepstakes are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes each 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. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on September 1, 2014 at 9:01 a.m. Eastern Time ("ET") and ends on October 15, 2014 at 9:00 a.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter the Sweepstakes:

- a. Enter using Bing Rewards Credits:** During the Promotion Period, visit www.bing.com/rewards and follow the links and instructions to either create a Bing Rewards account ("Account") or log-in to your Account. Creating an Account is free of charge. On the Bing Rewards Redemption Center page, new and existing Account holders may use their Bing Rewards credits earned to gain entry into an available prize tier's (each a "Prize Tier") Sweepstakes drawing. Members may earn Gold status by participating in reward activities as described at <http://www.bing.com/rewards/levels>. The number of Bing Rewards credits needed to gain one (1) entry (or multiple entries if desired) into an available Prize Tier are as follows:

Prize Tier	Bing Rewards Credits Needed for Sweepstakes Entry
Grand Prize & Donation Prize (Xbox One package & donation of thirty (30) Surface 2 packages from Sponsor to the school of your choice)	20 Bing Rewards credits = 1 Sweepstakes entry 40 Bing Rewards credits = 10 Sweepstakes entries For Gold Status members: 15 Bing Rewards credits = 1 Sweepstakes entry 35 Bing Rewards credits = 10 Sweepstakes entries
First Prize (Football Memorabilia Package)	20 Bing Rewards credits = 1 Sweepstakes entry 40 Bing Rewards credits = 10 Sweepstakes entries For Gold Status members: 15 Bing Rewards credits = 1 Sweepstakes entry 35 Bing Rewards credits = 10 Sweepstakes entries
Second Prize (Xbox One Soccer Package)	20 Bing Rewards credits = 1 Sweepstakes entry 40 Bing Rewards credits = 10 Sweepstakes entries For Gold Status members:

	15 Bing Rewards credits = 1 Sweepstakes entry 35 Bing Rewards credits = 10 Sweepstakes entries
Third Prize (\$500 Microsoft Store promotional gift card)	20 Bing Rewards credits = 1 Sweepstakes entry 40 Bing Rewards credits = 10 Sweepstakes entries For Gold Status members: 15 Bing Rewards credits = 1 Sweepstakes entry 35 Bing Rewards credits = 10 Sweepstakes entries

- b. Enter without using Bing Rewards Credits:** If you do not already have an Account, visit www.bing.com/rewards and follow the links and instructions to create an Account. Then, handprint your name, address, phone number, email address, date of birth, and the Prize Tier for which you wish to be entered on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Bing Rewards Sweepstakes," c/o HelloWorld, Inc., PO Box 5046, Department 814244, Kalamazoo, MI 49003-5046. You will receive one (1) entry into the applicable Prize Tier. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by October 15, 2014 and received by October 22, 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.

Multiple entrants are not permitted to share the same email address or Account. Any attempt by any entrant to use multiple/different email addresses, identities, registrations and logins, Accounts, 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 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 an 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 for each Prize Tier, on or around October 24, 2014. Entries from one Prize Tier will not carry-over into any other Prize Tier. The potential winners will be notified by email or phone. The potential Grand Prize winner will be required to provide his/her choice of school (and at least one (1) alternate choice of school) from among the list of eligible schools at <http://www.bing.com/classroom/findyourschool>. The potential Grand Prize winner's first choice of school will then be contacted via email or phone, and a representative from the school must provide the name and email address of an authorized school representative who has the authority to accept the donation prize ("Donation Prize") on behalf of the school, within five (5) days of the date notice or attempted notice is given. This authorized school representative will be deemed the potential Donation Prize winner. The potential Donation Prize winner will be required to complete, sign, and return a Declaration of Compliance ("Declaration") within seven (7) days of the date notice or attempted notice is made in order to claim the Donation Prize. Except where prohibited, each potential Second Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to complete, sign, and return a Declaration within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration within the required time period (if applicable), potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential Grand, First or Second prize 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 applicable prize

will remain un-awarded. In the event that the potential Donation Prize winner is disqualified for any reason, Sponsor will award the Donation Prize to the alternate school of choice as designated by the Grand Prize winner. Only one (1) alternate Donation Prize winner will be determined, after which the Donation Prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: ONE (1) GRAND PRIZE: An Xbox One console with Kinect, Kinect Sports Rivals for Xbox One, a 12-month Xbox Live Gold Membership, and the opportunity to select a school to receive the Donation Prize. Approximate Retail Value (“ARV”): \$568.98.

ONE (1) DONATION PRIZE: Sponsor will donate thirty (30) Microsoft Surface 2 32GB devices and thirty (30) Type Covers to the Grand Prize winner’s selected school. ARV: \$17,340.

TWO (2) FIRST PRIZES: A signed professional football jersey, and a commemorative football. ARV: \$500.

THREE (3) SECOND PRIZES: An Xbox One console with Kinect, a FIFA 15 for Xbox One video game, a 12-month Xbox Live Gold Membership, and a signed professional soccer jersey. ARV: \$725.

THREE (3) THIRD PRIZES: A \$500 Microsoft Store promotional gift card (Card or code valid for eligible purchases (exclusions apply) at select Microsoft online stores www.microsoftstore.com). Promotional gift card expiration dates will be provided upon delivery. Winner must REDEEM and SPEND the Microsoft Promotional Gift card or code according to the terms and conditions and the expiration dates that are provided. ARV: \$500.

The ARV 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 applicable Prize Tier during the Promotion Period. Total ARV of all prizes: \$22,583.98. Limit: One (1) prize per person.

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 or any other factor beyond Sponsor’s reasonable control 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, acting in an unsportsmanlike or disruptive manner, or to be acting in violation of the Official Rules of this or any other promotion or the Bing Rewards Terms of Use <http://www.bing.com/rewards/tou>. 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/1q150RK>. The winner list will be posted after winner confirmation is complete.

© 2014 HelloWorld, Inc. All rights reserved.