

## Fantastic Fun and Fruit Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** Each text message, sent or received, may incur a charge as provided in your rate plan. Message and data rates may apply. If you enter via text message, you will receive two (2) text messages in response to your entry. Text-messaging may not be available through all wireless carriers.

**1. Eligibility:** Fantastic Fun and Fruit Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Microsoft Corporation, Ten Gun Design, Inc., and ePrize, LLC, and their parent and affiliate companies, suppliers 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:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Sweepstakes begins on July 21, 2011 at 12:00 a.m. Pacific Time ("PT") and ends on August 28, 2011 at 11:59 p.m. PT (the "Promotion Period") and consists of two (2) entry periods (each an "Entry Period") as set forth in the chart below.

<b>Entry Period</b>	<b>Starts at 12:00 a.m. PT</b>	<b>Ends at 11:59 p.m. PT</b>	<b>Mail-in Entry Postmark By Date</b>	<b>Mail-in Entry Received By Date</b>	<b>Approximate Drawing Date</b>
<b>1</b>	7/21/11	7/24/11	7/25/11	8/1/11	8/8/11
<b>2</b>	8/26/11	8/28/11	8/29/11	9/6/11	9/13/11

Administrator's computer is the official time keeping device for this Sweepstakes.

**4. How to Enter:** There are three (3) ways to enter the Sweepstakes as outlined below.

**a. Text Message:** During the either Entry Period, using a two-way text-messaging capable device, text Splattermelon to 76060. Text Splattermelon STOP to 76060 to opt-out. Text Splattermelon HELP to 76060 for information. Send questions to questions@eprizefulfillment.com. Each text message constitutes one (1) Sweepstakes entry for the applicable Entry Period. **Entrants who enter the Sweepstakes by text-messaging will be charged according to their carriers' standard messaging and data rates, and entrants should contact their carriers for pricing details. Check your owners' manual for specific text-messaging instructions. Text-messaging may not be available through all wireless carriers. Entrants who enter the Sweepstakes by text-messaging will receive one (1) text message confirming entry and one (1) text message with information about the option to receive future text communications from Sponsor by visiting <http://xbx.lv/epfncc11>.**

**b. Mail-in Alternate Method:** During either Entry Period, to enter without using a two-way text-messaging capable device, hand print your name, address, day and evening phone numbers, email address (if any), and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Fantastic Fun and Fruit Sweepstakes," c/o ePrize, LLC, P.O. Box 5046, Kalamazoo, MI 49003-5046. You will receive one (1) entry into the Sweepstakes for the applicable Entry Period. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by and received by the dates outlined in the chart in Section 3 above. 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.

**c. Visit the Xbox LIVE stand at a location:**

i) During Entry Period 1, at the Xbox 360 Lounge at the Hard Rock Hotel (Edge Room) in San Diego, CA, locate the Xbox LIVE stand during the Comic-Con International event hours.

ii) During Entry Period 2, at the PAX event at the Washington State Convention & Trade Center locate the Xbox LIVE stand, during the PAX event hours.

Once you have located the Xbox LIVE stand at either location, use one of the Fujitsu Slate devices that will be available to complete and submit the registration form including a valid home address (P.O. Boxes are not permitted). You automatically will receive one (1) entry into Sweepstakes for the applicable Entry Period.

Limit: Each entrant may enter one (1) time regardless of method of entry during the Promotion Period. Multiple entrants are not permitted to share the same email address or text-messaging capable device. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, text-messaging capable devices, 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address or the text-messaging capable device used to register will be deemed to be the entrant. The "authorized account holder" of an email address, 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. Otherwise, the "authorized account holder" of a text-messaging capable device is the natural person in whose name the device has been issued and the services are billed. Potential winners may be required to show proof of being an authorized account holder.

**5. Winner Determination and Verification:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential Grand Prize winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Administrator will randomly select the potential Grand Prize winners, from all eligible entries received during each Entry Period on or around the dates outlined in the chart in Section 3 above. Non-winning entries from the Entry Period 1 drawing will not carry over into the

Entry Period 2 drawing. The potential Grand Prize winners will be notified by email or phone, after the date of random drawings. Any potential Grand Prize winner who entered via text-messaging (if applicable) will be notified by phone at the number of the device used to enter the Sweepstakes and must respond within five (5) days of the date notification or attempted notification is made. Each potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability & Publicity Release to Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential Grand Prize winner cannot be contacted, fails to respond to a win notification within the required time period, fails to sign and return the Declaration of Compliance, Liability & Publicity Release within the required time period, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential Grand Prize winner is disqualified for any reason, Sponsor will award the applicable Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable Grand Prize will remain unawarded. Grand Prizes will be fulfilled 8-10 weeks after the conclusion of the Sweepstakes.

**6. Prizes:** TWO (2) GRAND PRIZES (One (1) per Entry Period): A prize package which includes a "Fruit Ninja" custom branded Xbox 360 console with Kinect sensor, a "Fruit Ninja" custom branded Windows 7 phone, and fruit for a year (twelve (12) monthly fruit assortments). Approximate Retail Value: \$1,050. 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 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 Grand Prize depend on the number of eligible entries received during the applicable Entry Period. Limit: One (1) Grand Prize per person.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Ten Gun Design, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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.

**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. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. 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 cellular networks, 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; or (5) 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, unawarded, 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 the Sponsor's [Privacy Statement](http://akamai.eprizecdn.net/microsoft/comicon/Sweepstakes_Privacy_Statement.pdf) [http://akamai.eprizecdn.net/microsoft/comicon/Sweepstakes\\_Privacy\\_Statement.pdf](http://akamai.eprizecdn.net/microsoft/comicon/Sweepstakes_Privacy_Statement.pdf) and ePrize's privacy policy <http://www.eprize.com/privacy-policy>.

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