## The Witcher 3: Wild Hunt Custom Console Retweet to Win Sweepstakes Official Rules

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

- 1. Eligibility: The Witcher 3: Wild Hunt Custom Console Retweet to Win Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) and Canada (excluding Quebec), 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, provincial, municipal, territorial and local laws and regulations and is void in Quebec and where prohibited by law. 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 the prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** 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 Sweepstakes begins on May 20, 2015 at 12:00 a.m. United States Pacific Time ("PT") and ends on May 27, 2015 at 11:59 p.m. PT (the "Promotion Period"). Twitter, Inc.'s servers are the official time-keeping device for the Sweepstakes.
- **4. How to Enter:** To participate, you must have a Twitter account. If you do not have a Twitter account, you can create one for free. Twitter accounts are subject to its terms and conditions (https://twitter.com/tos). Your Twitter account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor.

During the Promotion Period Sponsor (@Xbox and @XboxCanada) will each tweet two (2) Witcher 3 Sweepstakes Tweets including the hashtag #WitcherXboxOne and link to these Official Rules, ("Sponsor's Tweets"). To receive a Sweepstakes entry take the following actions:

- 1. Follow @Xbox and / or @XboxCanada on Twitter;
- 2. Retweet any of Sponsor's Tweets. You automatically will receive one (1) entry into the Sweepstakes for each unique Retweet.

<u>Limit</u>: You may retweet each of Sponsor's Tweets one (1) time during the Promotion Period and receive up to four (4) entries. Multiple entrants are not permitted to share the same Twitter Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter Accounts, 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 email address associated with the Twitter account used to register will be deemed to be the entrant. The potential winner may be required to show proof of being the authorized account holder.

**5. Grand Prize Drawing:** Administrator is an independent judging organization, whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around June 2, 2015. The potential winner will be notified by Sponsor (@Xbox or @XboxCanada depending on which handle entrant has followed) through Twitter Direct Message and be asked to follow the prize claim instructions within the stated time frame, or the prize will be forfeited in its entirety. Potential winners who

are residents of Canada, will also be required to correctly answer a time-limited skill-based question in order to claim their prize. If a potential winner of the prize does not respond and comply with the instructions in the message, fails to provide requested information within the required time period (including correct answer to the skills-based question), or the prize or notification is returned as undeliverable, the potential winner will be disqualified and forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential 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 prize will remain un-awarded. The Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

**6. Prize**: ONE (1) GRAND PRIZE: A The Witcher 3: Wild Hunt Xbox One custom gaming console. Approximate Retail Value ("ARV"): \$399.99. USD.

<u>For Prize</u>: 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. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. <u>Limit</u>: One (1) prize per person.

- **7. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Twitter, Inc., 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 winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state or province 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, at its 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 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 Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. 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 Sponsor's Privacy Policy <a href="http://www.microsoft.com/privacystatement/en-us/core/default.aspx">http://www.microsoft.com/privacystatement/en-us/core/default.aspx</a> and HelloWorld's Privacy Policy <a href="http://www.helloworld.com/privacy-policy">http://www.helloworld.com/privacy-policy</a>.
- **13.** Winner List: For a winner list, visit <a href="http://bit.ly/1QKbd19">http://bit.ly/1QKbd19</a>. The winner list will be posted after winner confirmation is complete.

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