The Witcher 3: Wild Hunt Tweetstakes 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 Tweetstakes (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 28, 2015 at 12:00 a.m. United States Pacific Time ("PT") and ends on June 9, 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:** There are two (2) ways to enter the Sweepstakes during the Promotion Period:

Twitter: 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 follow @Xbox and / or @XboxCanada on Twitter and Tweet any or all of the following content:

- (1) A photo of yourself with The Witcher 3: Wild Hunt game box or with a screenshot of the Witcher 3: Wild Hunt game including the hashtag #WitcherXboxOneSweeps;
- (2) A screenshot from The Witcher 3: Wild Hunt game including the hashtag #WitcherXboxOneSweeps;
- (3) A screenshot of Geralt or Ciri including the hashtag #WitcherXboxOneSweeps

You automatically will receive one (1) entry into the Sweepstakes for each qualified and unique Tweet. Limit: five (5) unique Tweets of each Tweet type may be submitted during the Promotion Period.

Tweets must not be indecent, obscene, hateful, tortious, defamatory, libelous, or disparage or demean Sponsor, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that violates or infringes another's rights (including but not limited to privacy, publicity or intellectual property rights, or constitute copyright infringement),or contain material that is unlawful in any way. Sponsor reserves the right to remove and/or disqualify any entries that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Entrant must have permission from all individuals that appear in the Submission to use their name and likeness in the Submission and to grant the rights set forth herein. Submitting a Tweet constitutes entrant's consent to give Sponsor, its designees, successors, assigns and licensees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the entry and all elements embodied therein, along with the entrant's name, social media user name, hometown and state of residence and likeness or photograph (including, without limitation, entrant's social media profile photo), in any manner, 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 advertising, promotional, marketing and other purposes, without further payment or consideration, notification or permission. If requested, entrant will sign any documentation required for Sponsor or its designees successors, assigns and licensees to make use of the non-exclusive rights entrant is granting to use the tweet. Released Parties are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed or misdirected tweets or posts, all of which will be void.

Enter by Mail: Hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "The Witcher 3: Wild Hunt Tweetstakes" c/o HelloWorld, Inc., P.O. Box 5041, Department 819581, Kalamazoo, MI 49003-5014. You will receive one (1) entry into the Sweepstakes drawing for your eligible entry. To be included, your mail-in entry must be post marked by June 9, 2015 and received by June 16, 2015. All entries become the exclusive property of Administrator and Sponsor and none will be acknowledged or returned. Proof of sending will not be deemed to be proof of receipt by Administrator. Sponsor and Administrator are not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: During the Promotion Period you may receive up to fifteen (15) entries by any combination of entry methods. 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, addresses, 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 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 is final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around June 19, 2015. The potential winners will be notified by Sponsor (@Xbox or @XboxCanada depending on which handle entrant has followed) through Twitter Direct Message or by email for entrants who entered by mail. Potential winners will be required 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 prize claim instructions, 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 a 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. Prizes: <u>TEN (10) GRAND PRIZES</u>: A Witcher 3: Wild Hunt Xbox One custom controller. Approximate Retail Value: \$59.99. 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. 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 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 during the Promotion Period. Limit: 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 http://www.microsoft.com/privacystatement/en-us/core/default.aspx and HelloWorld's Privacy Policy http://www.helloworld.com/privacy-policy.
- **13. Winner List:** For a winner list, visit http://bit.ly/1FBK4vn. The winner list will be posted after winner confirmation is complete.
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