

## **XBOX ONE X INCREDIBLES 2 SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, AND CANADA (EXCLUDING QUEBEC) WHO ARE THIRTEEN (13) YEARS OLD OR OLDER AT THE TIME OF ENTRY. MANY WILL ENTER, FEW WILL WIN.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Xbox One X Incredibles 2 Sweepstakes ("Sweepstakes") is sponsored by Microsoft Corporation, One Microsoft Way, Redmond, WA 98052 ("Sponsor") and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins October 22, 2018 at 12:00:00 PM Eastern Time ("ET") and ends November 16, 2018 at 11:59:59 PM ET ("Sweepstakes Period"). Administrator's computer is the official clock of the Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the fifty (50) United States, the District of Columbia, Puerto Rico, and Canada (excluding Quebec) who are at least thirteen (13) years of age at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, Buena Vista Home Entertainment, Inc., and each of their respective parent companies, subsidiaries, affiliates, and advertising, promotion and web design agencies (collectively, "Sweepstakes Entities") and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, officer, director, representative or agent whether or not related, are not eligible to enter or win. Void in Quebec, all other United States Territories and Possessions and overseas military installations, and where prohibited or restricted by law. All federal, state, provincial, territorial, and local laws apply.

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. Entrants and potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. If it is discovered or suspected that an entrant has registered or attempted to enter the Sweepstakes using multiple e-mail addresses or multiple identities, all of that entrant's entries will be declared null and void and any prize that entrant might have been entitled to receive or win will not be awarded. Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use. If an entrant participates via a mobile device, message and data rates may apply. Not all cellular telephone providers carry the service necessary to participate in the Sweepstakes through a mobile device. Entrants should check their mobile devices' capabilities and wireless service pricing plans.

- 3. HOW TO ENTER:** During the Sweepstakes Period, an eligible entrant must visit <https://incredibles2xboxsweeps.com> ("Website") and submit his/her date of birth and

ZIP/Postal Code then his/her valid e-mail address. The eligible entrant must then follow the instructions to register by entering all information requested on the registration form including, but not limited to, his/her complete first and last name (no initials), complete residential address (P.O. Boxes are not accepted), city, state/province, ZIP/Postal Code, date of birth, phone number, and confirmation that entrant has read and agrees to be bound by these Official Rules. Upon successful registration, the entrant will receive one (1) entry into the Sweepstakes.

Every day thereafter during the Sweepstakes Period, the entrant may return to the Website and enter his/her e-mail address to obtain one (1) additional entry into the Sweepstakes.

**Entry Limit:** Limit one (1) entry per entrant per day during the Sweepstakes Period. A “day” is defined as starting at 12:00:00 AM ET and ending at 11:59:59 PM ET on a calendar day, except October 22, 2018, when a day is defined as starting at 12:00:00 PM ET and ending at 11:59:59 PM ET. If entries are submitted in excess of the limits, all of that eligible entrant’s entries may be deemed invalid, at Sponsor’s sole discretion.

- 4. RANDOM DRAWING:** On or about November 19, 2018, Administrator will randomly select five (5) potential winners from among all eligible entries received during the Sweepstakes Period. Each winner is deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules, as determined by Sponsor, at Sponsor’s sole discretion. A Canadian resident will be required to correctly answer a timed mathematical skill-testing question, as further described in Section 6 of these Official Rules, before being declared a potential winner.
- 5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):**
  - A. Prizes (5):** Each winner will receive a custom Xbox One X Console and a 4K UHD of the *Incredibles 2* movie (“Prize”). All Prize console design elements are subject to Sponsor’s sole discretion. Five (5) Prizes will be available in the Sweepstakes. The ARV of each prize is 525 USD/682.50 CAD.
  - B. Total ARV:** The total ARV of all available Prizes in the Sweepstakes is 2,625 USD/3,412.50 CAD.
  - C. Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Period.
  - D. General Prize conditions:** Prizes cannot be transferred and resale is prohibited. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure. Each winner shall be solely responsible for payment of any and all applicable federal, state, provincial, territorial, and local taxes for any Prize won. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. Each Prize will only be awarded to a verified winner. Limit one (1) Prize per person/household. Currency conversions based on listed exchange rate as of October 8, 2018.
- 6. HOW TO CLAIM A PRIZE:** Each potential winner is subject to verification of eligibility and compliance with the Official Rules. After the random drawing, Sponsor’s designee will notify

each potential winner via e-mail at the e-mail address he/she used to register for the Sweepstakes with instructions on how to claim a Prize. If a potential winner is a Canadian resident, before being declared a winner, he/she will be required to correctly answer a timed mathematical skill-testing question without assistance, which will be provided with the e-mail notification or the prize will be forfeited. Failure to provide all required information (and correctly answer the skill-testing question, for a Canadian resident) within the timeframe communicated in the winner notification may result in forfeiture of a winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner selected at random, if time permits. Prizes will be mailed to winners at the residential addresses provided at registration approximately six (6) to eight (8) weeks after winners are verified. If a Prize is forfeited for any reason, an alternate potential winner may be randomly selected from all remaining non-winning entries received during the Sweepstakes Period, in Sponsor's sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize will not be re-awarded.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant's sole remedy is to enter the Sweepstakes again to receive another entry. If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including, but not limited to, an administrative, printing, production, computer or other error or

due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded for any prize according to these Official Rules, the intended Prize will be awarded in a random drawing from among all verified prize claims received for that prize. This Sweepstakes is subject to all federal, state, provincial, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES:** EXCEPT WHERE PROHIBITED BY LAW, THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY POLICY:** Sponsor’s Privacy Policy is available at <https://privacy.microsoft.com/en-US/>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor’s designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor’s sole discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, multiple identities, proxy servers or like methods, all of that entrant’s entries will be declared null and void, and that entrant may be ineligible to win a Prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant will, at Sponsor’s sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address account used to submit such entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF**

**THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** To obtain the names of the winners, mail a self-addressed, stamped business-sized envelope to: Xbox One X Incredibles 2 Sweepstakes - Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by January 16, 2019.

Sponsored by Microsoft Corporation, One Microsoft Way, Redmond, WA 98052.

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