I. XBOX FANFEST 10TH ANNIVERSARY SWEEPSTAKES OFFICIAL RULES

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I. XBOX FANFEST 10th ANNIVERSARY SWEEPSTAKES OFFICIAL RULES

1. SPONSOR

These Official Rules ("Rules") govern the operation of the Xbox FanFest 10th Anniversary Sweepstakes ("Sweepstakes"). Microsoft Corporation, One Microsoft Way, Redmond, Washington, 98052, USA ("Sponsor").

2. **DEFINITIONS**

In these Rules, "Microsoft", "we", "our", and "us" refer to Sponsor and "you" and "yourself" refers to a Sweepstakes participant, or the parent/legal guardian of any Sweepstakes entrant who has not reached the age of majority to contractually obligate themselves in their legal place of residence. By entering you (your parent/legal guardian if you are not the age of majority in your legal place of residence) agree to be bound by these Rules.

3. ENTRY PERIOD

The Sweepstakes starts at 9:00 a.m. Pacific Time (PT) on July 15, 2025, and ends at 11:59 p.m. Pacific Time (PT) on July 20, 2025 ("Entry Period").

4. ELIGIBILITY

To enter, you must be 18 years of age or older, a registered Xbox FanFest member (registration link below). If you are 18 years of age or older but have not reached the age of majority in your legal place of residence, then you must have consent of a parent/legal guardian, who must accept these Official Rules and execute all Sweepstakes paperwork on your behalf.

Employees and directors of Microsoft Corporation and its subsidiaries, affiliates, advertising agencies, and Sweepstakes Parties are not eligible, nor are persons involved in the execution or administration of this promotion, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household). The Sweepstakes are void in Cuba, Iran, North Korea, Sudan, Syria, Region of Crimea, Russia, and any further jurisdictions that Microsoft may list as prohibited from time to time.

The Sponsor may conduct publicity surrounding the Contest and potential winners. Therefore, Sponsor reserves the right to conduct a background check to confirm a potential winner's eligibility and compliance with these rules and to review potential winner's social media accounts or other public facing communications or actions. By entering, you agree to cooperate reasonably with any such background check. If a background check reveals that a potential winner has engaged in any conduct that could damage or negatively affect the reputation or business of Microsoft, as determined by Microsoft in its sole discretion, the potential winner may be disqualified, and the prize may be awarded to an alternate entrant. Any information obtained pursuant to this background check will be collected, used and/or disclosed in accordance with the Microsoft Privacy Statement. By entering into the Sweepstake, you hereby consent to the collection of your data for the background checks as described above in accordance with our Privacy statement.

5. HOW TO ENTER

No Purchase Necessary.

To participate in the Sweepstakes, participants must complete the following steps for the chance to win.

- 1. Sign up to become an Xbox FanFest member or login at https://www.xbox.com/fanfest
- 2. Click opt in to the "Anniversary Sweepstakes" listed under the Events & Sweepstakes page.
- 3. Click submit at the bottom of the page to confirm your entry into the Sweepstakes.

You will receive one entry by completing all of the registration requirements

The entry limit is one per person overall.

Any attempt by any to obtain more than the stated number of entries by using multiple/different accounts, email addresses, identities, registrations, logins, or any other methods will void your entries and you may be disqualified. Use of any automated system to participate is also prohibited.

We are not responsible for excess, lost, late, or incomplete entries. If disputed, entries will be deemed submitted by the "authorized account holder" of the email address, social media account, or other method used to enter. The "authorized account holder" is the natural person assigned to an email address by an internet or online service provider, or other organization responsible for assigning email addresses.

6. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, potential prize winners will be selected by Microsoft or their Agent in a random drawing from among all eligible entries received within 2 days following the Entry Period.

Winners will be notified via the contact information provided during entry by **5:00 p.m. on July 22, 2025**. Winner notification email will include instructions and next steps to participate in the event. If a selected winner cannot be contacted, is ineligible, fails to return any forms, fails to RSVP by **11:59 p.m. PT on July 25, 2025**, or fails to claim the prize, the selected winner will forfeit their eligibility and an alternate winner will be selected, time allowing. If you are a potential winner and you are 18 or older but have not reached the age of majority in your legal place of residence, we may require your parent/legal guardian to sign all required forms on your behalf. Only three (3) alternate winners will be selected, after which unclaimed prizes will remain unawarded.

The winner selections are final and binding, pending force majeure or any determination of a winner's ineligibility in accordance with these terms. If we do not receive enough Sweepstakes entries for any reason, we may, at our discretion, adjust selection process as needed. It is prohibited for any entrant to obtain entries by any fraudulent or inappropriate means, including automated programs or fraudulent ID's. Microsoft will, at its sole discretion, be entitled to void any questionable entries.

7. PRIZES

One (1) Trip Prize. A three (3) night/four (4) day trip for one (1) grand prize winner and a guest to Cologne, Germany to attend Xbox FanFest gamescom 2025. **Approximate Retail Value (ARV) \$4,500 USD.**

Trip Includes:

- Round trip coach airfare from major airport closest to winner's home. Approximate Retail Value (ARV) \$2,500.00 USD
- Three (3) nights at a Cologne hotel valued at \$500/night. (Single room, double occupancy). Approximate Retail Value (ARV) \$1,500.00 USD
- \$500.00 USD: transportation credit issued as a prepaid gift card or Uber or Lyft credit awarded as unique in-app promo code.
- Admission for two (2) to Xbox FanFest gamescom 2025 in Cologne on August 20, 2025.
 \$0.00 USD
 - If the event is cancelled for any reason, Sponsor shall have no further obligation to the winner other than to provide the travel portion of the prize minus the opportunity to attend the event.

One Hundred (100) Ticket Prizes. Each winner will receive 2 free tickets to Xbox FanFest @ gamescom 2025. Approximate Retail Value (ARV) \$0.00.

• **NOTE:** Ticket prizes includes event ticket only. All other travel costs including but not limited to airfare, hotel, food/drink, and transportation are the sole responsibility of the winner.

Travel subject to availability and must be completed on dates specified by the Sponsor or prize will be forfeited and awarded to an alternate winner. Some restrictions and blackout dates may apply. Any expenses not described above are the responsibility of the traveler(s) including but not limited to taxes, ground transportation, gratuities, and room charges. Winner and any guests must travel on same itinerary. Winner's travel companion must execute a Liability/Publicity Release prior to issuance of travel documents. Travel companion must be the age of majority in their legal place of residence, or the parent/legal guardian of the winner. Winner and any guests are responsible for providing all required travel documents, including, but not limited to government issued ID, Visa, or Passport. Once made, no cancellation or change of reservation allowed. If winner lives within 300 miles of travel destination, Sponsor reserves the right to provide alternative transportation. Actual value depends on date/time/destination, and difference between actual value and stated value will not be awarded.

We will only award one prize per person. No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of experience permitted, except that Microsoft reserves the right to substitute an experience of equal or greater value in the event the offered experience is unavailable or is not certified for distribution in the winners country of residence. Prizes are awarded "AS IS" with no warranty of any kind, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. By accepting this prize, you agree that Microsoft may use your entry, name, gamertag, image and its likeness, video, and hometown online and in print, or in any other media, in connection with this Sweepstakes without payment or compensation to you, except where prohibited by law.

8. ODDS

The odds of winning are based on the number of eligible entries received.

9. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss, or damage of any kind arising in connection with this Sweepstakes or any prize won.

All local laws apply. The decisions of Microsoft in relation to the Sweepstakes are final and binding.

We reserve the right to cancel, change, or suspend this Sweepstakes for any reason, including but not limited to cheating, technology failure, catastrophe, war, or any other unforeseen or unexpected event that affects the integrity of this Sweepstakes, whether human or mechanical. If the integrity of the Sweepstakes cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change, or suspend the Sweepstakes.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Sweepstakes by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the full extent of the law and you may be banned from participation in future Microsoft promotions.

10. USE OF YOUR ENTRY

Personal data you provide while entering and/or participating in this Sweepstakes will be used by Microsoft and/or its agents and prize fulfillers acting on Microsoft's behalf only for the administration and operation of this Sweepstakes and in accordance with the <u>Microsoft Privacy Statement</u>. By entering the Sweepstake, you hereby consent to the use of your personal data, to be handled in accordance with our Privacy Statement, for the purposes of this Sweepstake. Any personal data relating to entrants will be used solely in accordance with current data protection legislation applicable in your country of residence and in the country where the data controller is located.

Refusal by entrants to provide such data shall mean that they cannot enter this Sweepstakes. The data will be temporarily used by Microsoft Operations Ireland Limited and its affiliates and by any of its representatives or employees for the purposes of conducting this Sweepstakes, as set out in these terms and conditions. Entrants have the right to exercise their rights of access to, amendment to or deletion of their data and to oppose the processing of their data for marketing purposes by contacting Microsoft as provided in the Microsoft's Privacy Statement.

11. GOVERNING LAW

This Sweepstakes will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Sweepstakes.

12. WINNERS LIST

Send an email to <u>xboxfanfest@eventcore.com</u> with the subject line "Winners List: Xbox FanFest 10th Anniversary Sweepstakes" within 30 days of July 20, 2025 to receive the name of the winners that received the prize.

13. INQUIRIES/COMPLAINTS

Inquiries and/or complaints related to the Sweepstakes can be sent to <u>xboxfanfest@eventcore.com</u>

***II. XBOX FANFEST EVENT CODE OF CONDUCT AND TERMS AND CONDITIONS**

Acceptance of Terms. The Xbox FanFest Event ("Event") that Microsoft Corporation ("Microsoft") provides to you is subject to the following Registration Terms and Conditions ("Terms"). By registering for, attending or otherwise participating in the Event, you accept and agree to these Terms. Microsoft reserves the right to update these Terms at any time without notice to you.

Event Code of Conduct. Microsoft's mission is to empower every person and every organization on the planet to achieve more. This includes all Microsoft events and gatherings, including on digital platforms, where we seek to create a respectful, friendly, fun and inclusive experience for all participants. We expect all digital event participants to uphold the principles of this Code of Conduct, which covers the main digital event and all related activities.

We do not tolerate disruptive or disrespectful behavior, messages, images, or interactions by any party participant, in any form, at any aspect of the program including business and social activities, regardless of location. Microsoft will not tolerate harassment or discrimination based on age, ancestry, color, gender identity or expression, national origin, physical or mental disability, religion, sexual orientation, or any other characteristic protected by applicable local laws, regulations, and ordinances.

We encourage everyone to assist in creating a welcoming and safe environment. Please report any concerns, harassing behavior, suspicious, or disruptive activity to Business Conduct Hotline (1-877-320-MSFT or buscond@microsoft.com). Microsoft reserves the right to refuse admittance to or remove any person from Xbox FanFest events at any time at its sole discretion.

As part of the Xbox Community, we also ask that you help keep the Xbox online community safe and fun for everyone through following the <u>Xbox Live Community Standards</u>.

Photography & Recordings by Microsoft. Please be advised that photos and video may be taken during the Event for future use by Microsoft and the Xbox FanFest team. By attending the Event, you consent to Microsoft (or its authorized representatives) making certain recordings of the Event in which your name, gamertag, image, voice and/or likeness may appear; these recordings may be by any means including, without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings"). You grant to Microsoft and its authorized representatives the unrestricted, irrevocable and perpetual right and release to use your name, gamertag, image, voice and/or likeness in connection with the exploitation of the Recordings for any purpose, in any and all media throughout the world, without compensation of any kind to you. You agree that Microsoft shall be the copyright owner of the Recordings. You understand that Microsoft is not obligated to use the Recordings. You release Microsoft from any claims and causes of action you may have now or in the future, including but not limited to, based upon defamation, invasion of right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and Microsoft's use of the Recordings and you agree not to institute any legal action based on any of the grounds specified in this section, and you waive all rights to any equitable relief in connection herewith.