

## MICROSOFT GEARS OF WAR HOLIDAY - FACEBOOK SWEEPSTAKES OFFICIAL RULES

### 1. SPONSOR

These Official Rules (“Rules”) govern the operation of the Microsoft Gears of War Holiday Sweepstakes - Facebook Sweepstakes (“Sweepstakes”). Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052, USA, is the Sweepstakes sponsor (“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 12:01 a.m. Pacific Time (PT) on December 21, 2022, and ends at 11:59 p.m. PT on December 23, 2022 (“Entry Period”).

### 4. ELIGIBILITY

To enter, you must be eighteen (18) years of age or older. If you are eighteen (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.

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). Void in Cuba, Iran, North Korea, Sudan, Syria, Region of Crimea, Russia, and where otherwise prohibited by law.

### 5. HOW TO ENTER

No Purchase Necessary. To participate you must:

1. Create a new account or use an existing account on Facebook (“Facebook”); and
2. Post a publicly viewable message in the comments of the promotional post on Gears of War’s Facebook page at [www.facebook.com/gearsofwar](http://www.facebook.com/gearsofwar). Your message must include the Sweepstakes hashtag #GearsmasSweepstakes and your answer to the Gears of War trivia question in the promotional post.

For doing this, you will receive one (1) Sweepstakes entry.

**Entry Criteria and Terms:** All elements must be included to be eligible. The account settings for your entry must be set to “unprotected” or “public” to be eligible. If your account is private, your entry will NOT be eligible; you must change the setting on your account from private to “public” or “unprotected”. The Facebook platform will be the official time clock for the Sweepstakes. Entries may NOT contain, as determined by us in our sole and absolute discretion, any content that is obscene or offensive, violent,

defamatory, disparaging, or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of Microsoft. Entries containing such content will be disqualified.

This promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for administering the Promotion and to contact you if you are a winner.

The entry limit is one (1) per person overall. Any attempt by you to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations, logins, or any other methods will void your entries and you may be disqualified. Use of any automated system to participate is 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 within seven (7) days following the Entry Period in a random drawing from among all eligible entries received.

Winners will be notified via the contact information provided during entry no more than seven (7) days following the drawing with prize claim instructions, including submission deadlines. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. If you are a potential winner and you are eighteen (18) years of age 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.

## **7. PRIZES**

The following prizes will be awarded:

**One (1) Grand Prize.** A Prize Package consisting of the following items:

A Gears of War Lancer Hoodie. Approximate Retail Value (ARV) \$39.99.

A Gears of War Torque Bow Hoodie. Approximate Retail Value (ARV) \$39.99.

A Gears of War Weapon Cover System T-Shirt. Approximate Retail Value (ARV) \$24.99.

A Gears of War Weapon Stack T-Shirt. Approximate Retail Value (ARV) \$24.99.

The total Approximate Retail Value (ARV) of this Package is \$129.96.

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. We will determine the value of the prize to be the fair market value at the time of prize award.

The total Approximate Retail Value (ARV) of all prizes: **\$129.96**

We will only award one (1) prize per person during the Entry Period. No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that Microsoft reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Except for applicable manufacturer's limited warranties and any rights you may have under your local laws, prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose); you assume the entire risk of quality and performance, and should the prizes prove defective, you assume the entire cost of all necessary servicing or repair. Microsoft's limited warranty terms can be found at <https://support.microsoft.com/warranty>, and specifically the U.S. warranty is [here](#). Prizes will be sent no later than twenty-eight (28) days after winner selection. Prize winners may be required to complete and return prize claim and/or tax forms ("Forms") within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize. By accepting a prize, you agree that Microsoft may use your entry, name, image 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 are final and binding.

We reserve the right to cancel, change, or suspend this Sweepstakes for any reason, including 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 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 [Microsoft 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 [tcgearscommunity@gmail.com](mailto:tcgearscommunity@gmail.com) with the subject line "Gears of War Holiday - Facebook Sweepstakes winners" within thirty (30) days of December 23, 2022 to receive a list of winners that received a prize.