

# MICROSOFT USER RESEARCH SURVEY SWEEPSTAKES OFFICIAL RULES

## 1. SPONSOR

These Official Rules ("Rules") govern the operation of the Microsoft User Research Survey 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

These Sweepstakes Official Rules cover multiple games, products, and services. Unique Entry Period dates will be listed for each Sweepstakes in the survey invitation email, on the respective Sweepstakes details webpage linked in the email invitation, or in the survey.

#### 4. ELIGIBILITY

This Sweepstakes is open only to recipients 18 years of age or older who receive a first party invitation to participate in a user research survey. 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.

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 prohibited.

If you are participating in your capacity as an employee, it is your sole responsibility to comply with your employer's gift policies. Microsoft will not be party to any disputes or actions related to this matter. Microsoft is committed to complying with government gift and ethics rules and therefore **government and public sector employees are not eligible** to enter.

#### 5. HOW TO ENTER

No Purchase Necessary.

From time to time, Microsoft will invite participants to respond to a survey or a series of surveys, to receive an entry into a Sweepstakes. The exact number of survey invitations will vary for each Sweepstakes. Each Sweepstakes may have specific entry criteria, eligibility requirements, entry periods, entry limits, winner selection dates, and prizing. The specific details for each separate Sweepstakes will be clearly described in the survey invitation or in the survey. All required survey questions must be answered to receive an entry.

The entry limit is one per person per unique Sweepstakes. Non-winning entries will not carryover to future Sweepstakes.

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 in a random drawing from among all eligible entries received within 7 days following the unique Entry Period. The total number of winners selected will vary with each Sweepstakes.

Winners will be notified via the contact information provided during entry no more than 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 18 or older, but have not reached the age of majority in your place of legal residence, we may require your parent/legal guardian to sign all required forms on your behalf. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

#### 7. PRIZES

The quantity/type of prize(s) will vary with each Sweepstakes but could include items such as Microsoft software, services, devices, or Xbox video games. The prizes included for each Sweepstakes will be communicated in the survey invitation email, as well as on the respective Sweepstakes details webpage linked in the email invitation, or in the survey.

**NOTE:** If the advertised prize is not certified for distribution in your country of residence, we will provide an alternate prize of equal or greater value. 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.

We will only award one (1) prize per person/company per Sweepstakes. 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. 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. Prizes will be sent no later than 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 <u>Microsoft Privacy Statement</u>.

## **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 email to <u>XRSurvey@microsoft.com</u> with the subject line "User Research Survey winners" within 30 days of the end date to receive a list of winners that received a prize worth \$25.00 or more.