

Xbox Play Program Official Rules

NO PURCHASE NECESSARY IN THE UNITED STATES, CANADA, AND NORTHERN IRELAND. A PURCHASE OR PAYMENT OF ANY KIND IN THESE JURISDICTIONS WILL NOT INCREASE YOUR CHANCES OF WINNING OR RECEIVING AN OFFER. INTERNET ACCESS REQUIRED. STANDARD DATA CHARGES MAY APPLY.

1. Eligibility: Xbox Play Program (the "Prize Draw") is open only to legal residents of Canada, France, Germany, the United Kingdom, and the fifty (50) United States and the District of Columbia who are (a) at least eighteen (18) years old at the time of entry (b) who have a valid email address, and (c) who have or create a free Xbox Profile to participate. ***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 required paperwork on your behalf.***

Employees of Microsoft Corporation, Merkle 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 Prize Draw is subject to all applicable laws and regulations and are void where prohibited. Entrants must confirm full and unconditional agreement to these Official Rules at registration. Sponsor's and Administrator's decisions are final and binding in all matters related to the Prize Draw. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Microsoft Corporation, One Microsoft Way, Redmond WA 98052, U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

3. Timing: The Prize Draw begins on 25 April 2022 at 12:00 a.m. United States Eastern Time ("ET") (6:00 a.m. CET; 5:00 am. BST) and ends on 25 May 2022 at 11:59 p.m. ET (26 May 2022 at 5:59 a.m. CET; 4:59 a.m. BST) (the "Promotion Period"). The Prize Draw includes four (4) Weekly Entry Period and one (1) Grand Prize Entry Period as set forth below:

Weekly Entry Period	Starts at 12:00 a.m. ET*	Ends at 11:59 p.m. ET*	Mail-In Post Mark Date (US/CA Only)	Approximate Drawing & Notification Date
Week 1	25 April 2022	1 May 2022	2 May 2022	19 May 2022
Week 2	2 May 2022	8 May 2022	9 May 2022	26 May 2022
Week 3	9 May 2022	15 May 2022	16 May 2022	2 June 2022
Week 4	16 May 2022	25 May 2022	25 May 2022	14 June 2022
Grand Prize	25 April 2022	25 May 2022	25 May 2022	14 June 2022

*Please see [world clock](#) for time zone information. Entrant is responsible for determining the corresponding time in entrant's jurisdiction. Sponsor's computer is the official time-keeping device for the Prize Draw.

4. How to Enter:

- a. **Enter by using Xbox Game Pass Ultimate During the Promotion Period (available to all entrants):**
 - i. First, you must register online and opt in to participate in this program. Visit [XboxPlaySweepstakes.com](https://www.xbox.com/en-US/promotions/sweepstakes) and provide your name, email address, and gamertag associated with your Xbox Game Pass Ultimate subscription account, and agree to these Official Rules.
 - ii. Next play any game that is offered in the [Game Pass library](#) with your Xbox Game Pass Ultimate subscription on your console. Play continuously for at least 1 hour and you will

automatically receive one (1) entry into the applicable Weekly Entry Period drawing and the Grand Prize drawing. **Limit:** You may receive up to one (1) entry each “Day” if you play for 1 hour. Each Day is defined as 12:00 a.m. ET through 11:59 p.m. ET 5:00 a.m. BST through 4:59 a.m. BST.

Participation Requirements: You must have an Xbox Game Pass Ultimate membership (a monthly subscription service, subject to its applicable terms) to use Xbox [Game Pass Library](#). You must use an Xbox console to participate in program. ***If you use a desktop/laptop computer or mobile device when using your Ultimate Game Pass to play, you will not earn you entries.*** Game catalog varies over time, by region. See www.xbox.com/gamepass and <https://www.ea.com/ea-play/terms> and <https://www.ea.com/ea-play> for details.

- b. **Enter without purchase of the Xbox Game Pass Ultimate membership or extended play (For Residents of the United States, Canada and Northern Ireland ONLY):** Entrants must have a free Xbox Profile. To receive entries without purchase of the Xbox Game Pass Ultimate membership or extended play as follows.
- i. **For Residents of U.S. and Canada:** To enter without purchase, print your name, address, email address associated with your Xbox account, phone number, and date of birth on a piece of paper and mail it in an envelope with proper postage to “Xbox Cloud Gaming Program,” c/o Merkle Inc., P.O. Box 5025, Department 852897, Kalamazoo, MI 49003-5025, U.S.A. You must include the Weekly Entry Period on the front of the envelope (as an example: Week 1). If your envelope is timely received for the applicable Weekly Entry Period drawing indicated on the envelope, you will receive one (1) entry into the stated Weekly Entry Period drawing and one (1) entry into the Grand Prize drawing. **Limit:** One (1) mail in entry request per envelope. All mail-in entries must be must be postmarked by dates listed in section 3 and received no later than 10 business days later. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. **Limit:** You may request up to seven (7) entries for each Weekly Entry Period drawing.
 - ii. **For Residents of Northern Ireland:** Visit [here](#) and follow the instructions to complete the online registration form including your name, email address associated with your Xbox Account, and your home mailing address. You will receive one (1) entry for each completed online registration into the Weekly Prize drawing and the Grand Prize Drawing. You may enter one (1) time each Day.

Limit: Each entrant may receive a maximum to seven (7) entries for each Weekly Entry Period by any combination of the available entry methods. Multiple entrants are not permitted to share the same Xbox Account or email address. Any attempt by any entrant to obtain more than the stated number entries by using multiple/different Xbox Accounts, email addresses, identities, 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 used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized Xbox Account holder upon Sponsor’s or Administrator’s written request.

5. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Prize Draw and the selection of the potential winner are final and binding in all matters related to the Prize Draw. Administrator will randomly select the potential Weekly Entry Period winners from all eligible entries received for each Weekly Entry Period on or around the dates identified in Section 3. Entries from one Weekly Entry Period will not be included in subsequent Weekly Entry Period drawings. On or around 14 June 2022, Administrator will randomly select the

potential Grand Prize winner(s) from all entries received during the entire Promotion Period. Each potential winner will be notified by email at the email address associated with the Xbox Account used to enter the Prize Draw. All potential winners who are residents of Canada will be required to accurately complete a time-limited skills-testing question to claim the prize. Potential winners of prizes equal to or greater than \$600 USD (approximately \$750 CAD, €550 or £460) (or parent/legal guardian if winner is a minor in his/her jurisdiction of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), including an IRS Form W8-Ben (which is a U.S. tax form required by the Internal Revenue Service) if winner is not a US resident which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize.

If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the 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. Prize will be delivered within approximately 8-10 weeks after winner confirmation. All winners are responsible for all taxes associated with prize receipt and/or use.

6. Prizes: All prizes fulfilled as digital codes to winner's email address.

Five (5) GRAND PRIZE: A prize package including: one (1) Xbox Series X console (fulfilled 2-4 months after winner is confirmed); Xbox gift cards, fulfilled as digital codes (valued at \$250USD if winner is from the US), \$320CAD if winner is from CA, €230 if winner is from FR or DE and £190 if winner is from the UK); and one (1) prepaid card, valued at \$2,070 USD fulfilled as a digital code. Approximate Retail Value ("ARV") of the prize package is \$2,819 USD (or approximately \$3,604 CAD, €2,736, £2,223).

WEEK 1 PRIZES:

TWENTY (20) WEEK 1 GRAND PRIZES: A prize package including: one (1) prepaid card, valued at \$2,800 USD fulfilled as a digital code; Xbox gift cards, fulfilled as digital codes (valued at \$1,000 USD if winner is from the US), \$1,280 CAD if winner is from CA, €920 if winner is from FR or DE and £760 if winner is from the UK); and one (1) code redeemable for one (1) year Xbox Game Pass Ultimate subscription. ARV: \$3,980 USD (valued at approximately \$4,978 CAD, €3,658, £3034)

FIVE THOUSAND (5,000) FIRST PRIZES: A code redeemable for one (1) month subscription to Xbox Game Pass Ultimate. ARV: \$15 USD (valued at approximately \$17 CAD, €13, £11).

WEEK 2 PRIZES:

TWENTY (20) WEEK 2 GRAND PRIZES: A prize package including Xbox gift cards, fulfilled as digital codes (valued at \$800 USD if winner is from the US), \$800 CAD if winner is from CA, €800 if winner is from FR or DE and £800 if winner is from the UK); and a code redeemable for a one (1) year subscription of for Xbox Game Pass Ultimate. Approximate Retail Value ("ARV") of the prize is \$980 USD (valued at approximately \$1,226 CAD, €894, £740).

THREE THOUSAND (3,000) FIRST PRIZES: An Xbox gift card, fulfilled as a digital code (valued at \$25 USD if winner is from the US), \$32 CAD if winner is from CA, €23 if winner is from FR or DE and £19 if winner is from the UK). ARV: \$25USD (valued at approximately \$32 CAD, €23, £19).

WEEK 3 PRIZES:

TWENTY (20) WEEK 3 GRAND PRIZES: A prize package including Xbox gift cards, fulfilled as digital codes (valued at \$1,300 USD if winner is from the US), \$1,300 CAD if winner is from CA, €1,300 if winner is from FR or DE and £1,300 if winner is from the UK) and a code redeemable for a

one (1) year subscription to Xbox Game Pass Ultimate. Approximate Retail Value (“ARV”) of the prize is \$1,480 USD (valued at approximately \$1,866 CAD, €1,354, £1,120).

FIVE THOUSAND (5,000) FIRST PRIZES: A code redeemable for one (1) month subscription to Xbox Game Pass Ultimate. ARV: \$15 USD (valued at approximately \$17 CAD, €13, £11).

WEEK 4 PRIZES:

TWENTY (20) WEEK 4 GRAND PRIZES: A prize package including one (1) prepaid card, valued at \$2,070 USD fulfilled as a digital code and Xbox gift cards, fulfilled as digital codes (valued at \$550 USD if winner is from the US), \$550 CAD if winner is from CA, €550 if winner is from FR or DE and £550 if winner is from the UK). Approximate Retail Value (“ARV”) of the prize is \$2,620 USD (valued at approximately \$3,389 CAD, €2,413, £2,002).

THREE THOUSAND (3,000) FIRST PRIZES: An Xbox gift card, fulfilled as a digital code (valued at \$25 USD if winner is from the US), \$32 CAD if winner is from CA, €23 if winner is from FR or DE and £19 if winner is from the UK). ARV: \$25 USD (valued at approximately \$32CAD, €23, £19).

Prize Terms: Xbox gift cards are valid only in country of residence of each winner. Xbox gift cards are promotional gift card. Card must be redeemed. Must redeem by 30 September 2022 and spend within 90 days of redemption. Works at Microsoft Store on Xbox consoles (Xbox Live required), Windows 10/11 PCs, and online. Once redeemed to your Microsoft account, the full code value will be applied and may be used for eligible purchases (exclusions apply) made directly at Microsoft Store. Eligible purchases and prices vary by region, device, and over time. Geographic limitations, country and balance restrictions, taxes, and internet connection fees may apply. Paid subscriptions required for some content. Age restrictions apply. Except as required by law, credit cannot be redeemed or exchanged for cash and is not refundable. To read full terms and conditions (which may change without notice), go to microsoft.com/cardterms. Void where prohibited or restricted by law. Cards and codes issued by and ©/™/® Microsoft Corp, a Washington Corporation, and/or its affiliates.

For Xbox Subscriptions (one month or one year), see [Xbox Subscription Terms and Conditions](#), for information about the terms. **Redeem these codes at microsoft.com/redeem by 30 September 2022.** Credit card required. Unless you cancel, you will be charged the then-current regular membership rate when the promotional period ends. Terms, exclusions, and streaming limits apply. Xbox Cloud Gaming (Beta): select devices and regions. Game catalog varies over time, region, and by device. DLC sold separately; if a game is removed from catalog or your membership ends, you will need to purchase the game separately to use your DLC. If you’re already an Xbox Live Gold and/or Game Pass for Console/PC member, any days remaining in your membership(s) will be converted to Ultimate using a conversion ratio. Future code redemptions also subject to conversion ratio. All conversions to Ultimate are final. Details and system requirements at . NOTE: the maximum prepaid subscription you may have at one time is 36 months. Accordingly if you already have more than 24 months of prepaid subscription time, you will not receive an entire year subscription (if this is the prize you have won).

Prepaid Card prizes are not gift cards. Use your card everywhere Mastercard is accepted. Issued by The Bancorp Bank, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. Your use of the prepaid card is governed by the Cardholder [Agreement](#), and some fees may apply. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer will assess a 2% currency conversion fee of the transaction amount disclosed in the [fee schedule](#) and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

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 the prize for one of equal or greater value if the designated prize should become unavailable for any reason. The actual value 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. Winner is responsible for all taxes and fees associated with prize use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Limit: Each person can win one (1) of each prize.

7. U.S. Taxes: All prizes valued at \$600 USD (approximately \$750 CAD, €550 or £460) or more will be reported to the IRS (the United States tax agency) by either a Form 1099 (for US winners) or Form 1042 (for non-US winners) and each such winner will be responsible for all taxes associated with acceptance of the prize. If a winner is not a resident of the United States, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and the Form 1042 will reflect the total value of the prize, including the gross up amount submitted to the IRS.

8. Publicity: Participation in the prize draw constitutes winner's consent to Sponsor's use of winner's name, Xbox profile information, hometown, and city/country for one year after winner confirmation promotional purposes in any media, including social media, free of charge, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Prize Draw, or any part of it, if any fraud, technical failures, human error or any other factor independent from the Sponsor impairs the integrity or proper functioning of the Prize Draw, as determined by Sponsor in its sole discretion. In such event with regard to the Prize Draw, Sponsor, in its sole 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. 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 Prize Draw 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 Prize Draw 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. Release: Winners agree to release and hold harmless Sponsor, 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 Prize Draw or receipt or use or misuse of any prize. **This section does not apply to French residents, please refer to section 12 instead, except the definition of Released Parties.**

11. 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 Prize Draw; (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 Prize Draw; (4) technical or human error which may occur in the administration of the Prize Draw or the processing of entries; or (5) 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 Prize Draw, or receipt, or use of any prize or while traveling to or from any prize-related activity. 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 Prize Draw, if it is possible. 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.

For entrants in France: The release and limitation and exclusions of liability set out above do not apply to you but you agree that: (a) the Released Parties shall not have any liability for events which they could not have foreseen or prevented even if they had taken reasonable care; and (b) as you are a consumer and not entering the Prize Draw in connection with any business the Released Parties shall not have any liability for any commercial or business-related damages, costs or losses. The Released Sponsor or Administrator will be liable to you for death or personal injury caused by its negligence or if it acts fraudulently.

For entrants in Germany: The release and limitation and exclusions of liability set above do not apply to entrants in Germany. Sponsor will be liable for any slight culpable breach of essential contractual obligations. Essential contractual obligations are contractual obligations that need to be fulfilled to permit proper execution of these Terms and Conditions and that may regularly be relied upon by the Entrant. However, German Entrant agrees that: (a) Sponsor's liability will be limited to gross negligence and willful misconduct; and (b) in the event of any liability on the part of Sponsor due to a slightly negligent breach of essential contractual obligations or slightly negligent misconduct on the part of simple vicarious agents, such as Sponsor, its 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, Sponsor's liability will be limited to typically foreseeable damages. The above limitations of liability will not affect any mandatory statutory liability, in particular Sponsor's liability in connection with the loss of life, bodily injury or illness as well as the liability under the Product Liability Act. Any liability not expressly provided for above shall be disclaimed.

12. Disputes/Governing Law: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Prize Draw 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Prize Draw, but in no event attorneys' fees (for entrants in Germany this clause (2) shall not apply, but instead only Section 11 shall apply); 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 (for entrants in Germany this clause (3) shall not apply, but instead only Section 11 shall apply). **SOME JURISDICTIONS, SUCH AS FRANCE AND GERMANY, DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Prize Draw, shall be governed by, and construed in accordance with, the laws of the State of Michigan 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. **For entrants in the European Union the above choice of law does not have the result in of depriving the consumer entrant of the protection afforded to him/her under mandatory statutory provisions, which cannot be waived.**

13. Collection, Use and Transfer and Other Processing of Personal Information: Entrant's personal data necessary for the administration of the prize draw will be collected and otherwise processed by Sponsor and Administrator for the purposes of administration of the Prize Draw. The controller of each entrant's personal data is Sponsor; Administrator is engaged as processor by Sponsor. All information submitted to the Sponsor as part of this Prize Draw will be treated in accordance with its privacy policy: <http://go.microsoft.com/fwlink/?LinkId=521839>. You may find a copy of the Sponsor's privacy policy in the game under "Settings > Terms of Service > Privacy Policy". Personal information will be used to contact potential winners and fulfill the prizes. Entrants have the right to access, withdraw, respectively have their personal data deleted and correct their personal data at any time the right to restrict or object to the processing of their personal data, and the right to data portability. Entrants may also withdraw their

consent at any time without affecting the lawfulness of processing based on consent before its withdrawal and have the right to lodge a complaint with a supervisory authority. Entrants may request such action by [Please describe] and updating your information. Entrant's personal data will be stored by Sponsor and Administrator on servers located within the United States in accordance with any applicable data protection laws and regulations. Transfer of personal data to the United States are subject to adequate safeguards as set forth in the relevant privacy policy identified above. **This section does not apply to French residents; French residents should refer to Section 14 instead.**

14. For French residents only: Personal data collected in connection with the Prize Draw will be used in accordance with Sponsor's privacy policy available at <http://go.microsoft.com/fwlink/?LinkId=521839>, for the performance of the Official Rules and administration of the Prize Draw.

14. Winner List: For a winner list, visit <https://winlists.helloworld.com/252866.pdf>. The winner list will be posted after winner confirmation is complete. With respect to entrants from Germany, the winner list will consist of the winners' first names, last initials, country and prize won. The winners from Germany will have the right to object to this information being published or to request a reduction in the amount of information being published

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