

Minecon Earth Costume Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Minecon Earth Costume Contest (the "Contest") is open worldwide, except for legal residents of Cuba, Burma/Myanmar, Iran, North Korea, Sudan or Syria who are at least thirteen (13) years old at the time of entry. ***If you are a minor in your country of residence, you must have the permission and consent of your parent/legal guardian to participate in this Contest.*** Employees of Microsoft Corporation, Mojang Synergies AB, HelloWorld, Inc., and any of 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 Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Microsoft Corporation, One Microsoft Way, Redmond WA 98052 U.S.A. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075 U.S.A.

3. Agreement to Official Rules: Participation in this Contest 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 this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on September 14, 2017 at 12:00 a.m. Coordinated Universal Time ("UTC") and ends on October 22, 2017 at 11:59 p.m. UTC (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit mineconcostumecontest.net and follow the links and instructions to complete and submit the registration form, including your valid email address. Then, follow the directions to upload one (1) photo or a link to a video that displays your best "MineCon costume", and include an optional short description of the photo or video (two hundred (200) characters or fewer), collectively referred to as your submission ("Submission"). You will also be required to select if your photo or video includes your family or a group of more than three (3) people, but no more than five (5) people ("Group Category"), you and a partner/friend ("Tandem Category"), or if the photo or video only includes yourself ("Solo Category"). Your Submission need not include any reference, positive or negative, to Sponsor's products or services. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, if any, and disqualify you if it believes that it fails to conform.

Guidelines:

- The Submission must be in gif, .png, .tiff, .bmp, .jpeg, .pdf formats (if photo);
- The Submission must not exceed five (5) MB in size (if photo) or one (1) minute in length in size (if video);
- The Submission may contain a short description; and
- If the Submission includes a description, it must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not feature brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;

- The Submission must not disparage Sponsor, Administrator, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission per Category during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. 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 entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the three (3) entrants with the highest-scoring Submissions (the potential "Contest Winners"), regardless of Category, from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Creativity/Originality (50%); and
- Quality of Costume (50%).

In the event of a tie, the entrant whose Submission received the highest score for Creativity/Originality, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Contest Winner from among the tied entrants. Sponsor reserves the right to select fewer than three (3) Contest Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winners will be notified by email, or phone on or around October 30, 2017. Each potential Grand Prize winner (parent/legal guardian if a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") and/or an IRS Form W-8BEN form, 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 cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (as applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: THREE (3) GRAND PRIZES: A trip for those featured in each winning Submission, and up to two (2) travel companions* to Atlanta, GA, U.S.A for the MineCon tournament (the "Event"). Trip package includes round trip, coach-class air transportation for three (3) from a major airport near winner's home

(determined by Sponsor in its sole discretion) to Atlanta, GA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy (if winning Submission was from the Solo Category), double rooms, double occupancy (if winning Submission was from the Tandem Category) up to three rooms, triple or quad occupancy (if winning Submission was from the Group Category)); ground transportation to and from destination airport and hotel; \$500 spending money; and travel agent services. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. **Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel.** Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if the Event or any other Event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion.

Approximate Retail Value ("ARV") of Trip: *If winning Submission was from the Solo Category, up to three (3) people can attend the Event (ARV: up to \$10,850 USD). If winning Submission was from the Tandem Category, up to four (4) people can attend Event (ARV: up to \$14,800 USD). If winning Submission was from the Group Category, up to seven (7) people can attend Event (ARV: up to \$25,100 USD). Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment").

- If winning Submission was from the Solo Category, the Tax Gross-Up Payment will be \$4,521.43 USD.
- If winning Submission was from the Tandem Category, the Tax Gross-Up Payment will be up to \$6,171.43 USD.
- If winning Submission was from the Group Category, the Tax Gross-Up Payment will be up to \$10,457.14 USD.

Each Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.

U.S. Taxation. If the winner is not a resident of the United States, Sponsor will deduct 30% of the value of the prize and remit it to the IRS (the United States tax agency) as required by law. Winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the deducted amount and the withholding amount submitted to the IRS will be noted separately.

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 a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Mojang Synergies AB, Administrator, and their respective parent companies, 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 Contest or receipt or use or misuse of any prize, including any related travel.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any

combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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, U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; 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. 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 Contest, 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.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://privacy.microsoft.com/privacystatement> and Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>.

17. Winner List: For a winner list, visit <http://bit.ly/2gXROC9>. The winner list will be posted after winner confirmation is complete.

18. Promotion Emails: By participating in the Contest, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

19. Unsubscribe: To opt out of future marketing messages from Sponsor, click [here](#).

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