## **Digital Game Promotion**

## Official Rules

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

- 1. Eligibility: The Digital Game Promotion (the "Promotion") is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico. Employees of Sponsor, its parents, subsidiaries, affiliates, advertising and promotion agencies and their family/household members (defined as parents, spouse, siblings and children) are not eligible to enter. Subject to all applicable federal, state, and local laws and regulations. Void outside the United States and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- 2. How to Enter: Contestants may participate in the promotion by visiting the Digital Game Promotion page during the promotion period as indicated by the online game. Once on the Digital Game Promotion page, follow the links and instructions to play the game. The Digital Game Promotion results will be instantly displayed. Potential winners of the Digital Game Promotion will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Limit: Each participant may enter the promotion as many times during the Promotion Period as indicated by the online game. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses or any other methods will void that participant's entries and that participant may be disqualified. 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 registrant or player. 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. Sponsor will not accept submissions from wireless domains. blacklist domains, or any email address Sponsor deems to be potentially harmful to the Sponsor's website. Use of any automated system to participate is prohibited and will result in disqualification. The potential winner may be required to show proof of being the authorized account holder.
- **3. Instant Win Game:** The internet based game server is programmed with a specific winning number that is compared to the number assigned to your entry. Depending on the type of online game, the number assigned to your entry will be based upon your choice on the selection screen or randomly generated for you and recorded in a digital log for the contest. If the number assigned to your entry into the promotion matches exactly with the predetermined, programmed winning number, you will be a potential instant winner of the prize indicated. The memory log of the internet based game server is the sole determiner of whether or not a Participant is a prize winner. Neither the visual/graphic display will be considered in determining a winner.
- 4. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS

## VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

- **5. Verification of Potential Winners:** The potential winner will be notified by mail, email or phone. The potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability and Publicity Release in order to claim his/her prize. If the potential winner cannot be contacted or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period, potential winner forfeits prize. If the prize or prize notification is returned as undeliverable, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Prize will be fulfilled within 8-10 weeks after the potential winner has been approved.
- **6. Instant Win Grand Prize & Odds of Winning**: One grand prize is eligible to be won and the value of the prize and odds of winning are listed in the Promotional Prize Reimbursement Contract on file with the Sponsor. Prize is 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. Winner is responsible for all taxes and fees associated with prize receipt and/or use.
- **7. Release:** By entering the Promotion or by receipt of any prize, winner agrees to release and hold harmless Sponsor, and its parent companies, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, directors (collectively, the "Released Parties") from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if the promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of war, natural disasters, weather acts of terrorism, or any other Force Majeure.
- **8. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. 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 Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion 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. Limitations of Liability: Sponsor, and its parent companies, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, directors (collectively, 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of any prize. 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 Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, 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.
- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state court of the Commonwealth of Pennsylvania; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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 Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the Common Wealth of Pennsylvania's Laws or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to the Privacy Policy. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information in accordance with the privacy policy, and entrants acknowledge that they have read and accepted the privacy policy.
- **13. Winner List:** Winner List requests made to the Sponsor will only be accepted after the promotion end date and no later than 3 months after the promotion period end date..