

MICROSOFT DANCE CENTRAL 3 DANCE OFF CONTEST

OFFICIAL RULES

COMMON TERMS USED IN THESE RULES:

These are the official rules that govern how the Dance Central 3 Dance Off contest will operate (“Contest”).

In these rules, “we,” “our,” and “us” refer to Microsoft Corporation, the sponsor of this Contest. “You” refers to an eligible Contest entrant.

CONTEST DESCRIPTION:

This is a skill-based Contest. The object of this Contest is to create and submit the most popular :30 video of yourself dancing to one of the Contest songs from the game Dance Central 3. Microsoft grants you a limited, non-transferable license to use the Dance Central 3 content and music provided to you in the Dance Central 3 Dance Off app (“Contest Songs”) solely for your personal, noncommercial use, for the purposes of this contest and the purposes of the Dance Central 3 Dance Off app (“app”).

For purposes of this Contest, each video you create and submit in the Contest will be called an “Entry.” All eligible Entries received will be judged using the criteria described below to determine winners.

WHAT ARE THE START AND END DATES?

This Contest starts at 9 a.m. Pacific Time (PT) on October 15, 2012, and ends at 11:59 p.m. PT on December 14, 2012 (“Entry Period”). Public voting will take place on during the Entry Period, the results of which will determine the winner.

CAN I ENTER?

You are eligible to enter this Contest if you meet the following requirements at time Entry:

- **You are** a legal resident of the 50 United States and District of Columbia, and are 18 years of age or older.
 - If you are 18 of age or older, but are considered a minor in your place of residence, you should ask your parent’s or legal guardian’s permission prior to submitting an Entry into this Contest; **and**
- **You are NOT** an employee of Microsoft Corporation or an employee of a Microsoft subsidiary; **and**
- **You are NOT** involved in any part of the administration and execution of this Contest; **and**

- **You are NOT** an immediate family (parent, sibling, spouse, child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Contest.

This Contest is void outside the geographic area described above and wherever else prohibited by law.

HOW DO I ENTER?

To submit an Entry, visit dc3danceoff.com, the Dance Central 3 Facebook application ("app"). You may submit a video you've created or you may use the app and a webcam to create a video. Enter in one of the following ways:

1.) This entry method requires you to have a webcam attached to a PC. Access the app and select "Use a Webcam" and follow instructions to record a: 30 second video of yourself dancing to one of the three available Contest Songs. You are not required to perform the suggested moves. Once satisfied with your performance, click "Submit" to submit your Entry.

2.) Create and save a :30 video of yourself dancing to one of the three available Contest Songs. Access the app, select "Upload a Video" and follow the instructions to upload your video and click "Submit" to submit your Entry.

Your Use of Dance Central 3 Content

Microsoft grants you a limited, non-transferable license to use the Dance Central 3 content and music provided to you in the Dance Central 3 Dance Off app solely for your personal, noncommercial use, for the purposes of this contest and the purposes of the Dance Central 3 Dance Off app.

Limit 10 entries per person regardless of entry method. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

- Any incomplete or illegible Entry; **and**
- Any entries that we receive from you that are in excess of the entry limit described above.

WHAT CONSTITUTES AN ELIGIBLE ENTRY?

To be eligible for judging your Entry must meet the following requirements:

- Your Entry must be your own work; and
- Your Entry cannot have been selected as a winner in any other contest; and

- Your Entry may not include any third party trademarks (logos, names) or copyrighted materials (music, images, video, recognizable people) with the exception of the Sponsor's content and music described above

In addition, Entries may NOT contain, as determined by us, in our sole and absolute discretion, any content that:

- is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
- is obscene or offensive;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, (other than the member of your family or community for you have received consent) including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or violates any law;

We reserve the right to reject any Entry, in our sole and absolute discretion, that we determine does not meet the above criteria.

HOW WILL MY ENTRY BE POTENTIALLY USED?

By submitting your Entry, you:

- are granting us an irrevocable, royalty-free, worldwide right and license to: (i) publish, use, review, assess, test and otherwise analyze your Entry and all its content in connection with this Contest; and (ii) feature your Entry and all content in connection with the marketing, sale, or promotion of this Contest (including but not limited to internal and external sales meetings, conference presentations, tradeshow, and screen shots of the Entry in press releases) in all media (now known or later developed)
- agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- understand and acknowledge that the Sponsor(s) may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your Entry;

- understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;
- understand that you will not receive any compensation or credit for use of your Entry, other than what is described in these Official Rules

Please note that your Entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your Entry by visitors to this website. While we reserve these rights, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.

If you do not want to grant us these rights to your Entry, please do not enter this Contest.

WINNER DETERMINATION AND PRIZES During the Entry Period visitors to dc3danceoff.com. will be invited to vote for their favorite Entry. At the close of the Entry Period, the top 26 highest scoring Entries, as measured by user votes, will receive prizes as follows:

Highest Score: Grand Prize: A Dance Central 3 branded custom Xbox 360 4GB console autographed by Usher and the Xbox game title Dance Central 3 autographed by Usher. Approximate Retail Value, ARV, \$300 total

2nd – 6th highest score: 1st Place Prize: An Xbox 360 4GB console autographed by Usher. ARV, \$250 ea

(7th – 21st highest score:) 2nd Place Prize - The Xbox game title Dance Central 3 autographed by Usher. ARV, \$50 ea

Total ARV of all prizes: \$2,550.

In the event of a tie between any eligible entries, a Microsoft judge will break the tie based on what the judge deems the best dance. For all of the consolation prizes, everyone else who has at least 20 votes will get put into a random drawing. The decisions of the judges are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer winners than the number of Contest Prizes described below.

If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) provided at time of Entry within seven (7) days following completion of judging. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award to a runner-up.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest. If you are a potential winner, we may require you to sign an Affidavit of Eligibility, Liability/Publicity Release and a W-9 tax form or W-8 BEN tax form within 10 days of notification. If you are a potential winner and you are 18 or older, but are considered a minor in your place of legal residence, we may require your parent or legal guardian to sign all required forms on your behalf. If you do not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, we may disqualify you and select a runner-up.

If you are confirmed as a winner of this Contest:

- You may not exchange your prize for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value; **and**
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we may award it to a runner up; **and**
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; **and**
- If you are otherwise eligible for this Contest, but are considered a minor in your place of residence, we may award the prize to your parent/legal guardian on your behalf; **and**
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and / or terms and conditions.

We will only award one (1) prize per person.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?

By entering this Contest you agree:

- To abide by these Official Rules; **and**
- To release and hold harmless Microsoft and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest, or any prize won; **and**
- That Microsoft's decisions will be final and binding on all matters related to this Contest; **and**
- That, by accepting a prize, Microsoft may use of your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.

WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINISTRATED?

This Contest 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 Contest.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS PLANNED?

If someone cheats, acts in an unsportsmanlike manner to garner fraudulent votes, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contest, so please play fairly.

HOW CAN I FIND OUT WHO WON?

We will post the names of winners who received a prize worth \$25.00 or more online at dc3danceoff.com. This list will remain posted one month after January 14, 2013.

WHO IS SPONSORING THIS CONTEST?

Microsoft Corporation
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Redmond, WA 98052