

**DANCE CENTRAL 3 DANCE OFF
OFFICIAL TERMS & CONDITIONS
NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. RULES

These are the official rules that govern how the Dance Central 3 Dance Off Contest promotion will operate. This promotion will be simply referred to as the "Contest" throughout the rest of these rules. In these rules, "Microsoft", "we", "our", and "us" refer to Microsoft Ireland Operations Limited. "You," "yourself" refers to an eligible Contest entrant. "The Promoter" is Microsoft Ireland Operations Limited, 70 Sir John Rogerson's Quay, Dublin 2, Ireland. For the purposes hereof, "Territory" shall mean: The UK.

2. ELIGIBILITY

Subject to the requirements set forth in Section 6 below, the Contest is open to any anyone residing in the Territory who is 18 years of age or older (the "**Required Age**") at the time of entry and who has not been judicially impeded from acting on its own. Proof of age, identity and place of residence may be required and requested. Employees of Microsoft (which includes, without limitation, its directors, executive officers, agents and consultants), or its affiliates and subsidiaries are not eligible, nor are members of these employees' families (defined as parents, children, siblings, and spouse and life partners). You are also not eligible if you were or are involved in any part of the administration or execution of this Contest. Please note that this Contest is void outside of the Territory and wherever else prohibited by law.

3. ACCEPTANCE

By entering into this Contest, you accept fully and unconditionally these Terms and Conditions and you agree to be bound by them. You also agree to abide by the terms and conditions of any third party website or service where the Contest is hosted, if any.

This Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for administering the Contest and to contact you if you are a winner. You further understand that your information will be stored on a secure location throughout the Contest.

4. STATEMENT OF AGE

By entering into this Contest, you are stating that you are of the Required Age to participate in the Contest.

5. ENTRY PERIOD

This Contest runs from 00:01 GMT on 19th November 2012 and closes 23:59 GMT on 6th January 2013 inclusive (the "Promotional Period"). Entries received outside of the Promotional Period will not be considered.

6. TO ENTER

(a) CONTEST DESCRIPTION

This is a skill-based Contest and chance plays no part in the determination of the winner(s). The object of this Contest is to create a 30 second video of yourself dancing to one of the songs that are associated with the Contest from the game Dance Central 3. The video must be created in the following formats: flv, mpeg, ogg, mp4, m4v or mov. Contestants must then upload their video and the most popular video will be announced as the Winner. Microsoft grants you a limited, non-transferable licence 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, non-commercial use, for the purposes of this contest and the purposes of the Dance Central 3 Dance Off app ("Application"). You may not otherwise use, copy, reproduce, modify, display, distribute, transmit, perform, license, create derivative works from, transfer and/or sell all or part of the Application.

For the 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 in section 9 below to determine the Winners.

(b) ENTRY REQUIREMENTS

To enter into this Contest, you must:

- visit www.dc3danceoff.com/uk and log into your Facebook account, which you must have. If you do not have a free Facebook account you may register for one at www.facebook.com. Once logged into Facebook, you must visit the Dance Central 3 Application. You may submit a video you've created or you may use the Application and a webcam to create a video. You need to follow one of the processes described below:

1.) USE A WEBCAM

This entry method requires you to have a webcam attached to a computer. Access the Application through the process described above 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, you may record your own choreography. You must not add any musical or visual background to your choreography while recording yourself dancing. You must be the only person featured in the video. Remember that music is already embedded in the Application – don't use yours! Once satisfied with your performance, click "Submit" to submit your Entry.

OR

2.) UPLOAD A VIDEO

First Create, record and save a 30 second video of yourself dancing to one of the three available Contest Songs. You are not required to perform the suggested moves, you may record your own choreography. You must not add any musical or visual background to your choreography while recording yourself dancing. Remember that music is already embedded in the Application, you will be able to choose a track and this will be added to your video once you upload it – don't use yours! You must be the only person featured in the video. Then, access the Application through the process described above, select "Upload a Video" and follow the instructions to upload your video and click "Submit" to submit your Entry.

Entrants that satisfy the entry requirement will be eligible to enter into this Contest. Each entrant may submit an unlimited number of Entries. An entry is qualified by the following: the entrant must upload and/or submit a 30 second video of himself / herself dancing to one of the three available Contest Songs, provide the required personal information and submit.

(c) DISQUALIFICATION

We will automatically disqualify any incomplete or illegible entry; **OR** Any Entries that we receive from you that are in excess of the entry limit described below; **OR** any entrant whose entry (in the reasonable belief of the Promoter) is not in accordance with these Terms and Conditions or who (in the reasonable belief of the Promoter) tampers with the entry process or is otherwise involved in any way in manipulating, interfering or tampering with this promotion or engages in any un-sportsman-like or dishonest conduct of any kind. Errors and omissions may be accepted at the Promoter absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

(d) ENTRY LIMIT

The use of automated devices to enter this Contest is prohibited. The Promoter is not responsible for lost, corrupted, illegible or delayed Entries or for network, computer, hardware or software failures of any kind which may restrict or delay the sending or receipt of your entry. Unlimited submissions per eligible member per Promotional Period will be accepted as an entry No purchase necessary. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including an entrant's identity, age and place of residence).

7. ELIGIBLE ENTRIES: To be eligible, your Entry must meet the following content/technical requirements. In addition, by submitting your Entry into this Contest you confirm that, to the best of your knowledge:

- Your Entry must only feature yourself.
- Your Entry must be your own work and does not infringe or violate the privacy, intellectual property rights or other rights of any other person or entity; 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 trade dress (such as distinctive packaging or building exteriors/interiors) owned by others or copyrighted materials (music, images, video, recognisable people) with the exception of the Sponsor's content and music described above; and
- Your Entry only includes materials including music, images or backgrounds that you own, or that you have permission from the copyright / trademark owner to use.

In addition, Entries may NOT contain 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 a third party, materials embodying the names, likenesses, voices or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead and/or 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.

Any Entry that does not respect the above criteria will be rejected from the Contest.

8. USE OF YOUR ENTRY: Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you:

- are granting us an irrevocable, worldwide, royalty-free, perpetual right and license for the duration of the protection of the copyrights to: (i) reproduce, copy, modify or alter your entry with all known or later developed means in connection with the promotion of this Contest in all media (now known or later developed); (ii) use, review, assess, test and otherwise analyse your entry and all its content in connection with this Contest and any future contests sponsored by Microsoft; and (iii) feature your entry and all its content in connection with the promotion of this Contest in all media (now known or later developed);
- except where prohibited by applicable law, hereby irrevocably and unconditionally waive in perpetuity any and all so-called “moral rights” or any similar right that you may have or hereinafter acquire in the entry and all its content, and to the extent that you cannot, you hereby consent to us doing or omitting to do any act that would otherwise infringe such “moral rights” or any such similar rights;
- agree to sign any necessary documentation that may be required for us and our designers to make use of the rights you granted above;
- understand and acknowledge that Microsoft and other entrants 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 the video content is the sole responsibility of the person from whom such video content originates. This means that you, and not Microsoft, are entirely responsible for all video content that you generate, upload, share or otherwise make available via the Application;
- understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Terms and Conditions.

Please note that following the end of this Contest 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.

9. SELECTION OF WINNERS

During the Promotional Period visitors to <http://dc3danceoff.com> will be invited to vote for their favourite Entry using voting buttons that exist within the Application. At the close of the Promotional Period, the top six (6) highest scoring eligible Entries (i.e. Entries that comply with the present terms and conditions) submitted by different Entrants (same name and household address), as measured by visitors votes, will be declared Winners. These criteria are objective. Winners’ determination, which is final, non-appealable and binding, will be made shortly after the end of the Promotional Period.

In the event of a tie between the two first highest scoring eligible Entries, a judge named by Microsoft will break the tie based on what the judge deems the best dance based on choreography, style, creativity and energy to be.

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.

10. ODDS OF WINNING

Odds of winning depend on the number of Entries received and the level of skill of each entrant. If there is a dispute regarding a potential winner, we will consider the potential winner to be the authorized account holder of the email address used to enter the Contest.

11. CONTACTING WINNERS

Attempts to contact the initial Winner(s) will begin on December 3rd, 2012 using the telephone details provided at time of entry. Two (2) calls will be made between the hours of 9 am and 5 pm GMT (i.e. 10 am and 6 pm CET) each day for three consecutive days. The time of each attempt to make contact will be recorded. No voice messages will be left. No further calls will be made if contact is not made by 5pm GMT (i.e. 6 pm CET) on Day 3. An email will also be sent via an account with the alias: dc3danceoff@ndlgroupp.com. This email will request the Winners' preferred delivery address (as the prize will be sent via post) and will include a time to respond by 14 days from the email date. If the Winner cannot be contacted by telephone or if the email is not responded to within the time period stated, the initial Winner will forfeit their prize and this prize will remain unawarded. It is your responsibility to respond. We will not enter into discussion beyond this point.

12. PRIZES:

There will be six (6) prize(s) in total. The prize(s) will be as follows:

- FIRST PLACE WINNER: 1x Microsoft Xbox 360 250GB Bundle with Kinect signed by Usher (£250/300 Euro approximate retail value), and 1x copy of Dance Central 3 (£50/60 Euros Approximate retail value).
- FIVE CONSOLATION PRIZES: 1x copy of Dance Central 3 (£50/60 Euros approximate retail value).
- You may not exchange your prize for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable or if it is unlawful to supply the prize to you in terms of the laws of your country of residence, 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, you will forfeit your prize; **and**
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize, if any; **and**
- Unless otherwise noted, all prizes are subject to their supplier's warranty and / or terms and conditions; **and**;
- Entrants may only win one (1) prize even if two (2) or more of their videos are among the six (6) highest scoring videos. If you have already won a prize, you won't be eligible to win another prize.

Prizes will be delivered within 20 working days from the day that an email response to confirm delivery details is received by the winner(s), in accordance with the above. The Promoter is not responsible for any delays in the postal service.

13. WINNERS LIST

You hereby grant Microsoft Corporation and its affiliates the right to publish your Xbox LIVE Gamertag in online and offline media for this Contest, in case you are a winner. Prize winners' names will be available for a three month period from the day of winners' selection by writing to the following address: The Dance Central 3 Dance Off Contest, Microsoft Limited. Microsoft Campus, Xbox Social Media Team, Building 3, Floor 3, Thames Valley Park, Reading, Berkshire, England. RG1 6WG.

The eventual Winner may be requested (which request you may decline) to participate in further publicity or advertising without remuneration, which may include the use of their Xbox LIVE Gamertag for advertising and publicity purposes

14. LAWS

These Terms and Conditions, the conduct of this Contest and the interpretation and enforcement of these Terms and Conditions shall be governed and construed exclusively in accordance with the laws of the participant's country of residence. Nothing herein shall deprive you of any more favourable terms that could apply to you under the laws of the participant's country of residence. **For residents of Great Britain only:** The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

15. AMENDMENT

To the extent permitted by applicable law, the Promoter reserves the right to amend these Terms and Conditions at any time. If cheating, 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 compensation from you for any losses that we incur as a result of your actions to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contests, so please play fairly.

16. LIABILITY

Microsoft cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this Contest agree that Microsoft will have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in this Contest. The foregoing shall apply in the event your data or your entry is not received or lost by Microsoft. Nothing in this clause shall limit Microsoft's liability in respect of death or personal injury arising out of its own negligence or arising out of fraud. The provisions of this Section shall apply to the maximum extent permitted by applicable law.

17. DATA

Any personal data relating to entrants will be used solely in accordance with current data protection legislation applicable in your country of residence and in the country where the data controller is located. Entrants to the Contest will not be added to any database list. They will however be contacted on the email address or phone number supplied within 7 days following the selection to be advised if they are successful. This time period will begin again each time Microsoft attempts to contact a new potential winner. Microsoft's Privacy Statement located at <http://privacy.microsoft.com/en-gb/default.msp> will apply to this Contest and to all information that we receive from your entry. Please read the Privacy Statement on the Contest entry page before accepting these Terms and Conditions and submitting your entry. Please note that by accepting these Terms and Conditions you are also accepting the terms of the Privacy Statement.

The personal data relating to entrants shall be mandatorily required to enter this Contest. Refusal by entrants shall impede entry into this Contest. The data will be temporary used by Microsoft Corporation and its affiliates and by any of its representative or employees for the use and purposes to run the Contest as provided in these Terms and Conditions. Entrants may have the right to exercise their rights of access, cancelation of their data in: The Dance Central 3 Dance Off Contest, Microsoft Limited, Microsoft Campus, Xbox Social Media Team, Building 3, Floor 3, Thames Valley Park, Reading, Berkshire, England. RG1 6WG.

18. OTHER

No correspondence will be entered into regarding either this Contest or these Terms and Conditions. In the event of a dispute, the Promoter's decision shall be final in all respects on all entrants. The Promoter reserves the right to amend, modify, cancel or withdraw this Contest and to amend these Terms and Conditions at any time without notice. The Promoter cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.