

TACO BELL® AND XBOX GAME

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY.

VOID IN PUERTO RICO AND WHERE PROHIBITED.

The Taco Bell® and Xbox Game ("Game") is sponsored by Taco Bell Corp., 1 Glen Bell Way, Irvine, CA 92618 and Microsoft Corporation, One Microsoft Way, Redmond, WA 98052 ("Sponsors") and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 ("Administrator").

- 1. GAME PERIOD:** The Game begins at 12:00:00 AM Pacific Time ("PT") on September 24, 2020 and ends at 11:59:59 PM PT on November 4, 2020 ("Game Period"). The Administrator's computer is the Game's official clock.
- 2. ELIGIBILITY:** The Game is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees, officers, directors, representatives, and agents of Sponsors, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and advertising, promotion and web design agencies (collectively, "Game Entities") and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, officer, director, representative, or agent, whether or not related, are not eligible to enter or win. Void in Puerto Rico, all other United States Territories and Possessions and overseas military installations, outside of the United States, and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors' and Administrator's decisions, which are final and binding in all matters related to the Game. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and potential winners may be required to provide proof of identification and eligibility as required by Sponsors or Administrator. Use of any automated system or any like methods to participate in the Game is prohibited and will result in disqualification of any entrant attempting such use. If an entrant participates via a mobile device, message and data rates may apply for each text message sent and/or received. Not all cellular telephone providers carry the service necessary to participate in the Game through a mobile device. Entrants should check their mobile devices' capabilities and wireless service pricing plans.

In the event of a dispute as to the identity of an entrant, the Game Play will be declared made by the primary account holder of the account associated with the mobile device used to complete the Game Play, based on the applicable carrier's records, or in the event of an online entry, the e-mail address used. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier, or the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted

address. The potential winner may be required to show proof of being the primary account holder and/or e-mail address holder.

In the event that a household plays the Game using more than five (5) unique e-mail addresses during the Game Period, all of the Game Plays associated with that household (determined by Sponsors or Administrator in their sole discretion) may be disqualified.

- 3. HOW TO OBTAIN A CODE:** An eligible entrant may obtain an entry code via legitimate restaurant purchase, via a Challenge on the Taco Bell Mobile Application, via mail, via online, and via “Fire Drill” all as described herein. All entry codes shall collectively be referred to as “Codes” and must be obtained and redeemed as set forth below.

Entrants may only obtain Codes through: a legitimate restaurant Medium or Large drink purchase, as described below, or for free (also as described below). Codes may not be sold, bartered, or transferred. Codes are void if not obtained through authorized means. Each Code is valid for one (1) Game Play, as defined in Section 4, during the Game Period.

- A. Make a Purchase:** During the Game Period, an eligible consumer who purchases a Medium or Large drink or a Large Freeze from a participating Taco Bell restaurant, while supplies last, will receive one (1) Code upon completed purchase (printed on the Taco Bell cup). Not all Taco Bell restaurants will participate in the Game.
- B. Make a Purchase in connection with a Taco Bell App Challenges:** During the Game Period, the Taco Bell Mobile Application (“App”) may make Codes available for a limited time via Challenges in which the customer must have a specified In-App purchase during the timeline indicated. Each Code awarded in connection with a Challenge will displayed on the customer’s order receipt within the Taco Bell App, viewable after completion of order. Challenge details (including the specific timelines in which the Challenge will be available) will be listed in the App. Challenges may include the following:
- i. Get a Code when you purchase a combo via the App to pick up at a participating location.
 - ii. Get a Code when you purchase a large Freeze via the App to pick up at a participating location.
 - iii. Get a code when you purchase 2 combos via the App to pick up at a participating location.

Challenges are subject to change and may be subject to restrictions or other terms. A consumer must have the free Taco Bell Mobile Application and an App account to obtain access the Challenge and obtain a Code via the Challenges. A consumer must successfully complete the Challenge’s direction within the Challenge’s timeframe specified as on the App in order to obtain a Code in connection with the Challenge. If you obtain a Code via the App, message and data rates may apply. Check with your wireless service provider for details on these and other applicable charges; you are solely responsible for any such wireless charges. Not all wireless carriers may participate.

- C. Without a Purchase:** There are two (2) ways to receive Codes **without making a purchase** (as determined by date of request):

- i. **Mail-In Code Request:** From **September 10, 2020 to October 21, 2020**, an eligible consumer must legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½" x 5" properly stamped postcard and mail it to: Taco Bell® and Xbox Game Code Request, P.O. Box 251328, West Bloomfield, MI 48325 to obtain a Code without making any purchase. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by October 21, 2020 and received by October 28, 2020. Administrator will send three (3) unique Codes by e-mail to the e-mail address provided on the request. Mail-in requests will not be returned, and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.
- ii. **Online Code Request:** Between **12:00:00 AM PT on October 22, 2020 and 11:59:59 PM PT on November 4, 2020**, an eligible consumer may use the following Codes: SX7YR97XYV96, SX7V936NBPP9, SX7NLYZNH CZ6 (each an "Online Code"). Each Online Code is non-unique and may be used up to one [1] time per entrant per day between 12:00:00 AM PT on October 22, 2020 and 11:59:59 PM PT on November 4, 2020.

D. Fire Drill Code: During the Game Period, there will be one (1) limited time fire drill, as further described in Section 5 below. After participating in a Fire Drill, all non-winning entrants will receive a Fire Drill Code that must be used within twenty-four (24) hours of receipt. Unused Fire Drill Codes will expire after 24 hours and must be entered in accordance with Section 5 (not as set forth in Section 4).

4. HOW TO PLAY THE GAME: Except for the Fire Drill Code (as described more fully in Section 5), upon obtaining a Code an entrant may play the Game using one (1) of the following two (2) methods to receive one (1) game play ("Game Play") during the Gaming Period. **Regardless of how many Codes are obtained by an entrant, the method used to acquire the Codes, and/or the method of Game Play, there is a limit of three (3) total Game Plays per entrant/email address/per phone number, per day, during the Game Period.** A "day" is defined as starting at 12:00:00 AM PT and ending at 11:59:59 PM PT on a calendar day.

- a. **Text Message:** During the Game Period, an entrant may send a text message from his/her wireless mobile device to the short code 72823 ("Short Code") with a valid Code. Message and data rates may apply to all messages sent and received. Your mobile carrier may put these charges on your mobile bill or may deduct them from your prepaid account. All text messages sent to entrant will be autodialed. For each text message received with a valid Code, subject to the limit of one (1) Game Play per entrant per day, an entrant will receive one (1) Game Play. If it is the entrant's first Game Play, the entrant will be sent a follow-up text message asking the entrant to confirm he/she is over eighteen (18) and agrees to these Official Rules. An entrant must reply to this message confirming his/her age and agreement to the Official Rules to receive a Game Play. Upon completion of a Game Play, the entrant will receive a notification text as to whether or not he/she is a potential winner ("Game Notification").

IMPORTANT: By texting the Short Code with your Code, you are providing your signed consent to receive up to 20 autodialed text messages related to the Game. An entrant may, at any time, choose to stop participating in the Game by sending an opt-out text message stating **STOP** to the Short Code. If you subsequently enter the Game again via text message, you will resume receiving text messages as set forth herein. If an entrant sends an opt-out

text message, he/she will be sent a reply text message, which will provide that he/she has been unsubscribed and will receive no further messages. If an entrant sends a text message stating **HELP** to the Short Code, he/she will be sent a reply text message, which will include a link to these Official Rules. Consent to receive autodialed text messages is not required and is not a condition of purchase. Each text message entry must be manually key-stroked/entered by the entrant.

- b. Online: An entrant may visit <https://winxbox.com/> ("Website") during the Game Period and enter his/her valid e-mail address. If it is the entrant's first visit to the Website, then he/she must complete and submit the registration form by providing the requested information, which will include but may not be limited to: e-mail address, complete first and last name (initials are not permitted), address (P.O. Boxes are not permitted), city, state, ZIP Code, phone number, date of birth, and confirmation the entrant has read and agrees to be bound by these Official Rules. The entrant then must enter a valid Code and click Submit to obtain a Game Play. Upon completion of the Game Play, the entrant will receive a Game Notification on the Website screen. Sponsors will also notify the potential winners via e-mail using the e-mail addresses provided by the entrants during registration.

Each entrant who receives a "win" message will be deemed a potential winner pending confirmation and verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsors in their sole and absolute discretion. All potential winning Game Plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the Game Play should so indicate, unless and until entrant's eligibility and the potential winning Game Play 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 Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

In the event of a dispute as to the identity of an entrant, the Game Play will be declared made by the primary account holder of the account associated with the mobile device used to complete the Game Play, based on the applicable carrier's records, or in the event of an online entry, the e-mail address used. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier, or the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the primary account holder and/or e-mail address holder.

5. **LIMITED TIME FIRE DRILL**: During the Game Period, there will be one (1) limited time Fire Drill, which will be posted on Taco Bell's Social Media. Sponsor will randomly determine the start time for the Fire Drill. Each Fire Drill will end once all Fire Drill prizes have been claimed. Eligible entrants must click the URL link posted on Taco Bell's Social Media and enter his/her email address. Once entered, the entrant will be notified if he/she is a potential winner of a Fire Drill prize. After all Fire Drill prizes are awarded, entrants will receive a non-winning message stating that all prizes for the specific Fire Drill have been awarded. Specific prizes and quantities are set forth in Section 6 below. Limited Fire Drill Prizes available and are awarded on first come first serve bases only.

6. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

- A. **Game Prizes (4,032)**: Each verified Game winner will receive an Xbox Series X bundle which includes: Xbox Series X console and six (6) months of Xbox Game Pass Ultimate ("Game

Prize”). The ARV of each prize is \$599. The total number of Prizes awarded in the Game will not exceed four thousand and thirty-two (4,032). Limit one (1) Prize per person/household. This product and its manufacturer’s suggested retail price have not been released to market at the time of print. The ARV of Game 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 Game Prize is awarded or redeemed. Any difference between stated value and actual value will not be awarded.

- B. Fire Drill Prizes:** The following Fire Drill Prizes will be available during the Game Period (“Fire Drill Prize”):

Fire Drill Prize	Quantity	ARV each
Xbox Series X bundle which includes: Xbox Series X console and six (6) months of Xbox Game Pass Ultimate	20	\$599.00
Free Taco (awarded in the form of a \$5 Taco Bell Gift Card which will be emailed to the winner– terms and conditions may apply)	400	\$5
Three (3) months of Xbox Game Pass Ultimate	80	\$45

- C. Total ARV:** The total ARV of all prizes available in the Game is \$2,432,748.00.

- D. Xbox Game Pass Ultimate:** Redeem at microsoft.com/redeem by February 4, 2021. If you are already an Xbox Game Pass or Xbox Live Gold member, any days remaining in your membership(s) will be converted to Ultimate using a conversion ratio. All conversions to Ultimate are final. Maximum 36 months of Ultimate redeemed per account at a time. Game catalog varies over time. Learn more at xbox.com/gamepass.

- E. Limit/Odds:** Regardless of the method of winning a prize, there is a limit of one (1) Xbox Series X per person, per household, during the entire Game Period. All other prizes are limited to one (1) prize per person, per household. The odds of winning a Game Prize depend on when the entrant completes a Game Play. Game Prizes will be made available at random times throughout the Game Period, with one (1) prize randomly seeded during each approximately fifteen (15) minute interval of the Game Period. The first person to complete a Game Play at or after the randomly predetermined winning time as determined by the Administrator will be a potential winner of a Game Prize. The first persons to complete a Game Play at or after the Fire Drill time as determined by the Administrator will be a potential winner of a Fire Drill Prize. The number of Game Prizes and Fire Drill Prizes available to be won will decrease during the Game Period as prizes are awarded and claimed. The odds of winning a Fire Drill Prize depend on the number of entrants who participate, the number of Fire Drill Prizes available, and the order in which the Game Plays are received. The ARV of all 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.

- 7. HOW TO CLAIM A PRIZE:** Each potential winner will be notified by Text Message response (if he/she entered by Text Message) or by e-mail (if he/she entered by the Website) (“Notification”). Entrants that enter by Text Message hereby agree to receiving text message notifications for winner

verification purposes. As noted above, such entrants may opt-out of receiving text messages by sending a text message stating STOP to the Short Code. Note: a potential winner who entered via text message may receive one (1) additional text message to remind him/her to redeem his/her prize. Each Notification to a potential winner who entered by Text Message will include a unique number ("Prize Claim PIN") and a link to the redemption website ("Redemption Website"). Each potential winner who entered by Text Message must visit the Redemption Website and enter his/her Prize Claim PIN and mobile phone number. Each potential winner who entered by Text Message then will be directed to another page where he/she must enter his/her valid e-mail address, complete first and last name (no initials), address (P.O. Boxes are not permitted), city, state, ZIP Code, phone number, date of birth, and confirmation that the entrant has read and agrees to be bound by these Official Rules. A potential winner who entered by Text Message will receive a notification on the Redemption Website screen after a valid Prize Claim PIN has been received. Each Prize Claim PIN is redeemable for the prize only and will not be redeemed or exchanged for cash, except where required by law. Each Prize Claim PIN will not be replaced if it is lost, stolen, or used without a winner's permission. Potential winners who entered by the Website do not need to complete any further action to claim their prizes. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or if the prize is returned as undeliverable, the prize will be forfeited and, in the Sponsors' sole discretion, may or may not be awarded to an alternate winner selected at random from the remaining pool of eligible Game Plays received. In such event, an alternate potential winner will be notified as described above. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. **All Prize Claim PINs must be entered and prizes must be claimed on the Redemption Website by 11:59:59 PM PT on December 23, 2020, or the prize will be forfeited.** Sponsors will ship prizes to each winner at the physical address provided at the time of registration or verification. Please allow approximately six (6) to eight (8) weeks from the date of redemption/the end of the Game Period to receive a prize. Each prize will only be awarded to a verified winner.

The right to receive a prize is non-assignable and non-transferable, and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsors, who reserve the right to substitute a prize of equal or greater value at Sponsors' sole and absolute discretion for any reason. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize. Sponsor will issue an IRS Form 1099 to each winner whose total prize value is equal to or greater than \$600. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.

- 8. LIMITATION OF LIABILITY:** The Game Entities are not responsible for any undelivered text messages or e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Notification or other e-mail, including any winner notification e-mail, to a spam or junk folder. The Game Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/Website accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Game Entities are not responsible for any incorrect or inaccurate information, whether caused by any Website users, text users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Game and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Short Code, the Website, the Online Code Request website, the Redemption Website, or any other website(s). The Game

Entities are not responsible for any injury or damage, whether personal or property, to any person's computer or phone related to or resulting from participating in the Game. If, for any reason, the Game is not capable of running as planned, Sponsors reserve the right at their sole and absolute discretion to cancel, terminate, modify or suspend the Game and/or proceed with the Game, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

In no event will more prizes be awarded than are stated in these Official Rules. If for any reason, including, but not limited to, an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed than are intended to be awarded according to these Official Rules, the intended winners will be awarded in a random drawing from among all verified prize claims received for that prize.

THE GAME ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENT OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Further, the Game Entities are not responsible for, and each winner shall indemnify the Game Entities against, any and all claims, injuries, losses, or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize.

Game Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. By playing the Game, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Game Entities in connection with the Game; and (iii) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Game Entities, and their respective parent companies, officers, directors, employees, agents, franchisees, licensees, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Game, including but not limited to any Game-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Game or inability to obtain a Code via a purchase, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Game materials, (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prize (or any component thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsors' control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-

governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Game Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Game, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Game, the Short Code, the Website, the Online Code Request website, the Redemption Website or any other website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Game Entities or by an entrant, (j) interruption or inability to access the Game, the Short Code, the Website, the Online Code Request website, the Redemption Website or any other Game-related page or websites, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Game, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Game Entities, or any of their agents or employees, (o) any lost, late, stolen, misdirected, damaged or destroyed prize (or any component thereof), (p) the collection, use and/or sharing of entrant's personally identifiable information by Sponsors or their designees, or (q) the negligence or willful misconduct by entrant. Any and all activities related to a prize, are at the winner's or entrant's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

- 9. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW, THE GAME IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Game Entities and/or any other party shall be resolved individually, without resort to any form of class action. Each entrant hereby irrevocably and unconditionally waives his/her right to a jury trial.

10. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in the Game will be collected by the Sponsors or their agent and used by Sponsors, their affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Game as described in these Official Rules, and in accordance with each Sponsor's Privacy Policies as stated at <https://www.tacobell.com/legal-notices/privacy-policy> and <https://go.microsoft.com/fwlink/?LinkId=521839>.

11. PUBLICITY RIGHTS: By participating in the Game and/or accepting a prize, each entrant agrees to allow the Sponsors and/or the Sponsors' designee(s) the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Game and/or Sponsors for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

12. GENERAL: Any attempted form of participation in the Game other than as described herein is void. Sponsors and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Game. Any attempted form of participation in the Game other than as in these Official Rules is void. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsors' and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Game. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsors and will not be returned. In the event of any conflict with any Game details contained in these Official Rules and Game details contained in any Sponsor or Administrator statement (such as in online forums or FAQs) or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Game as set forth in these Official Rules shall prevail.

13. WINNERS LIST: For a list of winners, mail a self-addressed, stamped business size envelope to: Taco Bell® and Xbox Game Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by January 4, 2021.

Customer service inquiries can be made at <https://prizellogic.zendesk.com/hc/en-us?id=013546>.

Sponsored by Taco Bell Corp., 1 Glen Bell Way, Irvine, CA 92618 and Microsoft Corporation, One Microsoft Way, Redmond, WA 98052.

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