# Made It with Power Apps Sweepstakes Official Rules

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

- 1. Eligibility: Made It with Power Apps Sweepstakes (the "Sweepstakes") is open only to 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. Employees of Microsoft Corporation, Bread and Butter Digital LLC, HelloWorld, Inc., Rational Consulting, and 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation 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 the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Microsoft Corporation, One Microsoft Way, Redmond WA 98052. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on November 11, 2019 at 10:00 a.m. Pacific Time ("PT") and ends on December 22, 2019 at 11:59 p.m. PT (the "Promotion Period") and consists of five (5) entry periods (each an "Entry Period") and a Grand Prize entry period that spans the entire duration of the Promotion Period. The Entry Periods are defined in the chart below:

Entry Period	Start Date (at 10:00 a.m. PT)	End Date (at 11:59 p.m. PT)	Approximate Drawing Date
1	November 11, 2019	November 17, 2019	November 18, 2019
2	November 18, 2019	November 24, 2019	December 2, 2019
3	December 2, 2019	December 8, 2019	December 9, 2019
4	December 9, 2019	December 15, 2019	December 16, 2019
5	December 16, 2019	December 22, 2019	January 6, 2020

Twitter's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** To participate you must have a Twitter account. Twitter accounts are free, but subject to Twitter, Inc.'s terms of service: https://twitter.com/tos. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and its agents. If you Tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

To participate via Method 4b, you must have a YouTube account. YouTube accounts are free, but subject to YouTube, LLC's terms of service: <a href="https://www.youtube.com/static?template=terms">https://www.youtube.com/static?template=terms</a>. Your account settings must be set to "public" in order for your videos to be viewable by Sponsor and its agents. If you upload a video to YouTube using your wireless phone, message and data rates may apply. Please consult your wireless-service providers regarding its pricing plans.

During the Promotion Period, there are two (2) ways to enter, subject to Guidelines, Permissions and Content Restrictions below:

a. Via Twitter: Take all of the following actions: (i) visit the @MSPowerApps Twitter page (https://twitter.com/MSPowerApps) and find the Tweet describing the Entry Period's video content prompt; (ii) create a video regarding the prompt ("Video"); and (iii) tweet your video on Twitter and include the hashtags #MadeltWithPowerApps and #sweepstakes.

Retweets will not be deemed entries.

b. Via YouTube and Twitter: Take all of the following actions: (i) visit the @MSPowerApps Twitter page (<a href="https://twitter.com/MSPowerApps">https://twitter.com/MSPowerApps</a>) and find the Tweet that describes the Entry Period's video content prompt; (ii) create a video regarding the prompt ("Video"); (iii) upload the Video to YouTube and include the hashtags #MadeltWithPowerApps and #sweepstakes and "Made It With Power Apps Sweepstakes" in the Video's title; and (iv) share your Video to Twitter.

Your Share/Tweet and its included content will hereafter be referred to as your Submission. You automatically will receive one (1) entry into the applicable Entry Period drawing and the Grand Prize entry period drawing for your qualified Submission, subject to the Guidelines, Permissions and Content Restrictions below.

#### **Guidelines:**

- The Submission must be your own, original work;
- The Submission must contain a relevant reason/response to the prompt;
- The Submission must meet the format and size requirements of the social platform used to enter:
- The Submission must not exceed one hundred forty (140) seconds in length;
- The Submission must conform with any applicable social media platform terms, including YouTube's Community Guidelines (<a href="https://www.youtube.com/about/policies/#community-guidelines">https://www.youtube.com/about/policies/#community-guidelines</a>);
- The Submission cannot have been submitted previously in a promotion of any kind.
- The Submission must be in English; and
- If entering via Method 4b, the Submission is strongly recommended to use YouTube automatic captioning.

<u>Permissions</u>: 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. **Minors may NOT be included in the Submission.** 

#### **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 confidential, proprietary or sensitive information or data;
- The Submission must not disparage Sponsor, Administrator or any other person or party;
- The Submission may feature brand names or trademarks owned by Sponsor, which
  entrant has a limited license to use to create and upload a Submission in this Sweepstakes.
   Submission MUST NOT reference or mention brands competitive to those of Sponsor
  or it will be disqualified. Submission should not feature any other brands or trademarks not
  owned by Sponsor;
- The Submission must not contain images, music or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, 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;
- The Submission must not include any private information of a third party such as name, address, phone number, or email address; 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.

Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these

Official Rules, all in its sole discretion. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

<u>Limit</u>: You may enter one (1) time per Entry Period during the Promotion Period, regardless of method of entry. Each Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter account used to register will be deemed to be the entrant. 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 used to create the Twitter account. Each potential winner may be required to show proof of being an authorized account holder.

- **5. Sponsor's Use of Submissions:** Sharing/Tweeting 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.
- 6. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during each applicable Entry Period, on or around the dates listed in Section 3 above. Non-winning entries will **not** be included in subsequent Weekly Entry Period drawings. The Grand Prize Entry Period winners as well as the 100 First Prize winners will be selected on or about January 6, 2020. Each potential winner will be notified by @PowerApps via Direct Message on Twitter and will be required to provide his/her full name, mailing address, email address and date of birth to confirm eligibility and for prize fulfillment purposes within seventy-two (72) hours of the date and time notice or attempted notice is sent into order to claim the prize. Each potential winner of a prize valued at \$600 or more (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within seventy-two (72) hours of the date notice or attempted notice is sent, in order to claim his/her prize. Each winner may also be required to sign additional paperwork required by the Sponsor. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner is disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

#### 7. Prizes:

#### **ENTRY PERIOD PRIZES:**

FIVE (5) ENTRY PERIOD PRIZES (ONE (1) AWARDED PER ENTRY PERIOD): One (1) SWISSGEAR Backpack; one (1) pair of socks; one (1) zip hoodie; one (1) \$100 prepaid card (terms and conditions received with delivery of prepaid card apply); and one (1) sticker pack. Approximate Retail Value ("ARV"): \$289.

### **GRAND PRIZE ENTRY PERIOD PRIZES:**

ONE (1) GRAND PRIZE: One (1) Grand Prize pack comprised of one (1) Microsoft Surface Pro 7 (256 GB, Intel Core i5, 8GB RAM) with type cover; one (1) SWISSGEAR Backpack; one (1) pair of socks; one (1) zip hoodie; and one (1) sticker pack. ARV: \$1,750.

ONE HUNDRED (100) FIRST PRIZES: One (1) 14oz. insulated mug; one (1) sticker pack; and one (1) pair of socks. ARV: \$65

<u>For electronic prizes</u>: The actual value of electronic 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.

<u>For all prizes</u>: All prize details, including size, style, color and model, will be determined by Sponsor in its sole discretion. 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 any prize component 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. Odds of winning an Entry Period Prize depend on the number of eligible entries received during the applicable Entry Period; odds of winning the Grand Prize or Grand First Prize depend on the number of eligible entries received during the Promotion Period. <u>Limit</u>: one (1) Entry Period Prize and one (1) Grand Prize or First Prize per person. Total ARV of all prizes: \$9,695. Prizes will be fulfilled approximately 10-12 weeks after winner confirmation is complete.

- **8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Bread and Butter Digital LLC, Rational Consulting, Administrator, Twitter, Inc., YouTube, LLC, and their respective 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 Sweepstakes or receipt or use or misuse of any prize.
- **9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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.
- 11. Limitations of Liability: 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes 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, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. 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, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, 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.
- **13. Declaration of Consent to Collection, Use and Transfer of Personal Information:** Information collected from entrants will be used by Sponsor and Administrator to administer the Sweepstakes and is subject to Sponsor's privacy statement available at <a href="https://go.microsoft.com/fwlink/?LinkId=521839">https://go.microsoft.com/fwlink/?LinkId=521839</a> and Administrator's privacy statement available at <a href="https://www.HelloWorld.com/privacy-policy">https://www.HelloWorld.com/privacy-policy</a>.
  - If you are selected as a winner, you agree to be contacted by Sponsor or Administrator. Your personal information will be treated in accordance with their respective privacy statements.
  - If required by applicable law(s), Administrator may retain winners' personal information in accordance with its privacy policy.
  - If you are selected as a winner, you agree that your name will be posted on the winner list.
- **14.** Winner List: For a winner list, visit <a href="http://bit.ly/34anmlA">http://bit.ly/34anmlA</a>. The winner list will be posted after winner confirmation is complete.

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