

## Great Clips Xbox Sweepstakes OFFICIAL RULES

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

**SWEEPSTAKES PERIOD:** Entry into the Great Clips Xbox Sweepstakes (the "Sweepstakes") begins at starts at 12:00 a.m. Eastern Time ("ET") on December 1, 2017 and ends at 11:59 a.m. ET on December 31, 2017 ("Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to individuals 18 and older who are legal residents of United States and Canada including the District of Columbia (the "Eligibility Area"). Void in the state of Rhode Island. Void in Puerto Rico and Quebec. Employees of Great Clips ("Sponsor"), Microsoft ("Prize Provider"), Southern Made ("Administrator"), and their respective parents, subsidiaries, affiliates, marketing and advertising agencies and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win. Void where prohibited by law. **VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW.** Sweepstakes is subject to all applicable federal, state/provincial, and local laws and regulations apply.

**HOW TO ENTER:** During the Sweepstakes Period, visit [xbox.greatclips.com](http://xbox.greatclips.com) and follow the directions provided to complete and submit the official registration form to receive one (1) entry in the Sweepstakes drawings. Limit of one (1) entry per person/email address per promotion period. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Multiple entries received from any person in excess of the stated limitation will be void. Duplicate entries from the same e-mail address/person will be automatically eliminated without notice to the entrant. Where a dispute arises about who submitted an entry, the entry will be deemed submitted by the holder of the e-mail account. Odds of winning depend on the number of eligible entries received.

Any and all information provided in connection with this Sweepstakes is subject to Sponsor's Privacy Policy available at <https://www.greatclips.com/privacy>.

**SWEEPSTAKES WINNER DETERMINATION:** Ten (10) potential Grand Prize winners and one hundred and ten (110) potential 1<sup>st</sup> Prize winners will be selected in a random drawing held on or about January 5, 2018 from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend on the number of eligible entries received throughout the Sweepstakes Period.

If a potential winner is a Canadian resident, he/she must correctly answer a time-limited mathematical skill-testing question administered by judges without

assistance or mechanical or electronic aid in order to receive the prize. If selected Canadian potential winner cannot be reached within a reasonable time period, he/she may be disqualified, and, at Sponsor's sole discretion the prize may be awarded to an alternate winner. Odds of winning depend upon the total number of eligible entries received throughout the Sweepstakes Period.

**WINNER NOTIFICATION:** Potential winners will be notified by e-mail and potential Grand and winners will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, within three (3) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the applicable drawing.

**VERIFICATION OF POTENTIAL WINNERS:** All potential winners are subject to verification by sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

**GRAND PRIZE (10):** There will be ten (10) Grand Prizes awarded following the conclusion of the Sweepstakes Period. The Grand Prize winners upon confirmation of eligibility will receive: (1) Xbox One X Console and a Xbox Game Pass 12 Month membership. ARV of each Grand Prize is \$619. **The Approximate Retail Value ("ARV") all Grand Prizes: \$6,190.**

**FIRST PRIZE (110):** There will be one hundred and ten (110) First Prizes awarded following the conclusion of the Sweepstakes Period. The 1st Prize winners upon confirmation of eligibility will receive: (1) Forza Motorsport 7 Standard Edition Game Download. ARV if Each 1<sup>st</sup> Prize is \$59.99. **The Approximate Retail Value ("ARV") of all 1<sup>st</sup> Prizes: \$6,598.90**

**Approximate Retail Value ("ARV") of all Sweepstakes Prizes: \$12,788.90.**

**CONDITIONS, DISCLAIMERS, AND LICENSE:**

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sponsor's sole and absolute discretion. Prize (and/or any portion thereof) is nontransferable and non-exchangeable. No substitutions or cash redemption of Prize is permitted except that Sponsor retains the right to substitute a prize of equal or greater retail value (or at Sponsor's election, the cash value of the applicable prize). Additional restrictions may apply.

By entering this Sweepstakes each entrant agrees to be bound by these Official Rules and by all decisions of the Sponsor (which decisions are final and binding

on all matters relating to the Sweepstakes), and to comply with all federal, state and local laws and regulations. The decisions of the Sponsor are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. Entries and other submitted materials become the property of the Sponsor and/or its Sweepstakes partner(s) and will not be acknowledged or returned. The Sponsor is not responsible for incomplete, late, lost, or misdirected entries or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Sweepstakes. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Sponsor is not responsible for the actions of entrants or other individuals in connection with the Sweepstakes, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Sponsor is not responsible for injury or damage to entrants or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Sweepstakes or downloading materials from or using the Sweepstakes Site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Sweepstakes, and to select a Selected Entrant from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Proof of submitting entry will not be deemed receipt of such entry by Sponsor.

All taxes (including without limitation Federal, state and local taxes) in connection with the Prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winner. Prize Winner(s) may be sent a tax form 1099 in the event the average retail value requires Sponsor to submit such form. Winner must execute and return an affidavit of eligibility, a liability release, a publicity release, where legal, within 7 days of notification. If any potential winner fails or refuses to sign and return all required documents within seven (7) days of prize notification, or if the prize notification is returned as undeliverable, the winner may be disqualified and an alternate winner may be selected. By accepting the prize, except where prohibited by law, winner agrees to the use of his or her name and/or photograph for advertising/publicity purposes without further compensation or notice.

Additional information will be mailed to Selected Entrant using the address provided in the entry form. The return of forms or prizes as undeliverable may result in disqualification and selection of an alternate winner, at the sole discretion of Sponsor. In no event is Sponsor required to contact Selected Entrant more than once.

By entering this Sweepstakes and unless prohibited by law, the Selected Entrant hereby consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar Sweepstakes without compensation and the potential winner and guests may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering this Sweepstakes, unless prohibited by law, the potential Prize Winner agrees to grant to Sponsor, the Sweepstakes Entities, and their licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and Sweepstakes purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion.

**CONDUCT:** The Official Rules will be posted at the Sweepstakes Site throughout the Entry Period. By entering and participating in this Sweepstakes, entrants (a) fully and unconditionally agree to be bound by these official rules and by all decisions of Sponsor (which decisions shall be final and binding in all respects), including without limitation decisions regarding eligibility, prize winners and the interpretation of terms used in these Official Rules; and (b) represents and warrants that all information provided by entrant in connection with the Sweepstakes is true, accurate and complete. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future Sweepstakes or other Sweepstakes of Sponsor, any individual it suspects: to be tampering with the entry process or the operation of the Sweepstakes or the Sweepstakes Site; to be acting in violation of the Official Rules or the Sweepstakes Site's terms of service, privacy policy or other terms, conditions or guidelines; to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; to have failed to agree to these Official Rules; or to be in violation of these Official Rules. Any attempt by an entrant or any other individual to deliberately damage any internet site or undermine the legitimate operation of the Sweepstakes is a violation of these Official Rules as well as criminal and civil laws. Should Sponsor believe or become aware that such an attempt has been, is being, or will be made, Sponsor reserves the right to seek remedies and damages from any responsible entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation criminal prosecution.

**RELEASE AND INDEMNIFICATION:** By entering the Sweepstakes, entrants release and hold Sponsor harmless from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the Sweepstakes or participation in any Sweepstakes -related activity (including without limitation the removal from the site of, or discontinuation of access to, any materials), or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

**LIMITATION OF LIABILITY:** In no event will the Sponsor Entities be responsible or liable for any damages or losses of any kind, including without limitation direct, indirect, incidental, consequential, or punitive damages, arising out of any access to and/or use of the Sweepstakes Site, the downloading from and/or printing material downloaded from the Sweepstakes Site, the removal from the Sweepstakes Site of, or discontinuation of access to, any materials, or the acceptance, possession, use, or misuse of, or any harm resulting from the acceptance, possession, use or misuse of, or participation in, any prize awarded in connection with the Sweepstakes. Without limiting the foregoing, the Sweepstakes, all Prizes, and all materials provided on or through the Sweepstakes Site are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

By entering the Sweepstakes, each entrant releases and discharges the Sponsor, and Microsoft, and any other party associated with the development or administration of this Sweepstakes, their parents, subsidiaries, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Sweepstakes, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light).

**DISPUTE RESOLUTION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this

Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Minnesota (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Minnesota and where the relevant contacts are with such state. All applicable federal, state/provincial, and local laws and regulations apply.

**MISCELLANEOUS:** A) Severability; Headings: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**REQUEST FOR WINNERS' NAMES:** For of the names of the winners (available after January 5, 2018) send a self-addressed, stamped, envelope by February 2, 2018 to: Great Clips Xbox Sweepstakes, 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN, 55435. Washington and Vermont residents may omit return postage.

**RULES REQUESTS:** To receive a copy of these complete rules, send a self-addressed, stamped envelope to: Great Clips Xbox Sweepstakes 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435.

**SPONSOR:** Great Clips, Inc., 4400 West 78<sup>th</sup> Street, Suite 700 , Minneapolis, MN, 55435

Microsoft is not a Sponsor of this Sweepstakes and has no responsibility regarding its conduct or administration.

**For questions or concerns, please contact:**

Great Clips, Inc.  
4400 West 78<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55435  
800-999-5959  
[www.greatclips.com](http://www.greatclips.com)