

“Are You the One?” Xbox One Competition (the “Competition”)

Official Rules/Terms and Conditions

IMPORTANT: PLEASE READ THESE OFFICIAL RULES AND TERMS AND CONDITIONS (TOGETHER, THESE “TERMS AND CONDITIONS”) BEFORE ENTERING THE COMPETITION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICROSOFT OPERATIONS PTE LTD (“MICROSOFT”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE COMPETITION. BY ENTERING THE COMPETITION, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organizer.** The Competition is organized by Microsoft, having its office at 1 Marina Boulevard #22-01, One Marina Boulevard, Singapore 018989.

2. **Eligibility.**
 - 2.1. General Eligibility Requirements: All residents of Singapore aged 18 and above are eligible to participate in the Competition. If you are a minor (i.e. under 18 years of age), you must be accompanied by your parents/legal guardian and obtain the appropriate Consent, Indemnity and Release (the “Consent Form”) permissions and releases from your parent or legal guardian in order to participate in the Competition. The Consent Form may be obtained from the event organizer at the Event venue. The signed Consent Form must be submitted to the organizers in order to participate in the Competition.
 - 2.2. Not eligible: The following are not eligible to participate in the Competition:
 - Employees of Microsoft, their respective related corporations and their immediate family members.
 - Employees of any party which is directly involved in organizing, promoting or conducting the Competition.
 - Employees of external auditors who are directly involved in the Competition.

3. **Competition Overview.**
 - 3.1. The Competition is made up of 11 events to be held during the following Contest Period:

| Event No. | Contest Period |
|-----------|--------------------|
| 1 | 18 – 19 April 2015 |
| 2 | 25 April 2015 |
| 3 | 2 May 2015 |
| 4 | 9 May 2015 |
| 5 | 16 May 2015 |
| 6 | 23 May 2015 |
| 7 | 30 May 2015 |
| 8 | 6 June 2015 |
| 9 | 13 June 2015 |
| 10 | 20 June 2015 |

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|----|--------------|
| 11 | 28 June 2015 |
|----|--------------|

- 3.2. For events 1-10, different games will be played as part of the Competition. There will be 1 winner for each event. Below are games that will be played at each event and the winning criteria:

| Event No. | Game | Winning Criteria |
|-----------|-----------------------------------|--|
| 1 | Halo: The Master Chief Collection | Most consecutive matches won on Free for All Slayer |
| 2 | Kinect Sports Rivals | Most number of consecutive matches won on Tennis |
| 3 | Forza Horizon 2 | Fastest Time on "Il Tricolore Aereo" |
| 4 | Dance Central Spotlight | Highest Score on hardest difficulty |
| 5 | Killer Instinct | Most number of consecutive matches won |
| 6 | EA Sports UFC | Most number of consecutive matches won |
| 7 | Call of Duty: Advanced Warfare | Most number of consecutive matches won on Free for All |
| 8 | FIFA 15 | Most number of consecutive matches won |
| 9 | Evolve | Fastest monster to win against hunters |
| 10 | NBA 2K15 | Most number of consecutive matches won |

- 3.3. In case of a tie in any of the events 1-10, the participants with the tie will go into a FINAL SHOWDOWN MATCH – the contestants to play head to head on the same game.
- 3.4. On the final event 11, all 10 event winners will be requested to return and compete head-to-head on all the 10 games with the following criteria:

| Game | Winning Criteria |
|-----------------------------------|--|
| Halo: The Master Chief Collection | Highest Score on Free for All Slayer |
| Kinect Sports Rivals | Fastest time on Wall Climbing |
| Forza Horizon 2 | Fastest Lap on "37 vs 037" |
| Dance Central Spotlight | Highest Score on hardest difficulty |
| Killer Instinct | 1v1 tournament style |
| EA Sports UFC | 1v1 tournament style |
| Call of Duty: Advanced Warfare | Highest Score on Free for All |
| FIFA 15 | 1v1 tournament style |
| Evolve | Fastest monster to win against hunters |
| NBA 2K15 | 1v1 tournament style |

- 3.5. In case of a tie in event 11, the participants with the tie will go into a FINAL SHOWDOWN MATCH – the contestants will play head to head on a randomly picked game (out of the 10 games listed at paragraphs 3.2 and 3.4).
- 3.6. Microsoft reserves the right to select another prize winner if the original prize winner
- is subsequently disqualified from the Competition
 - Is not present at the Event Venue (as defined below) to receive the prizes

- Is found cheating during the Competition
- lost/misplaced his/her number tag

4. **Competition dates and venues.**

Event Venue: Challenger Funan, Funan DigitaLife mall, Level 6.

Event Dates: As stated in paragraph 3.1

Event Time: 12:00pm to 6:00pm (registration to close at 5:00pm)

The organizers may extend the registration hours at their discretion.

5. **How to participate.**

5.1. Register for any of the events at the Event Venue from 12:00pm to 5:00pm

5.2. A number tag will be given to the participant at his/her 1st time registration for any of the events. This number tag should be worn at the subsequent registration for other events.

5.3. There will be no replacement of misplaced/lost number tag.

5.4. The queue to play the games is based on first-registered-first-played basis.

6. **Additional Competition rules.**

- There are no limitations to how many matches an individual can join until the Event registration closes.
- Each match will only commence when there are 6 players.
- Where applicable, the map to play for each match will be randomly picked by Microsoft. The contestants are not able to choose/change these maps.
- Where applicable, the equipment (weapons, cars) to be used will be determined by Microsoft. The contestants are not able to choose/change the equipment (weapons, cars).
- Interval breaks will be assigned only by the Organizer. The contestants are not allowed to leave competition area once they started playing. Anyone who exits during a match will be considered to have surrendered his/her chance to compete in that match.
- Microsoft has the right to re-arrange match replay if required.
- If there is any technical fault during any match, the match will be re-started.
- Player substitutions will generally not be allowed.
- Verbal or physical act by any contestant to any other contestant will result in immediate disqualification.
- Microsoft will not be liable for any health risks of a participant that are in any way connected with taking part at the Competition
- Microsoft will not be liable for lost valuables, clothing or equipment
- Microsoft has the right to disqualify any contestant who failed to comply with the above terms and conditions.
- In the event of any dispute arising from the Competition or relating to the interpretation of these Terms and Conditions, the decision of Microsoft on all matters pertaining to the Competition shall be final and binding on all parties. No correspondence will be entertained.

7. **Prizes.**

7.1 The winner of each event will win \$88 cash

7.2 The Final champion (that is, the winner of event 11) will win \$3,888 cash

8. Entry forms.

- 8.1 Microsoft is not responsible for printing or typographical errors in any Competition-related materials or for registrations, entry forms or submissions that are incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Competition. Proof of online submission shall not constitute proof of receipt by Microsoft.
- 8.2 If any information provided on a registration or entry form is found to be misleading or inaccurate, that entry shall be deemed invalid.

9. Goods as prizes.

- 9.1 Where the prizes under the Competition are items/goods, they shall be subject to availability and may not be substituted for cash. Microsoft reserves the right to offer an alternative prize of equivalent monetary value, without prior notice.
- 9.2 If prizes involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Microsoft does not accept any responsibility for them. In particular, prizes are provided by Microsoft "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.

10. **Taxes, etc..** Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the prizes shall be fully borne by the prizewinner.

11. **Promotional activities.** You agree to have your name, age, the name of your school, photos and videos of you taken during the Competition used for promotional purposes at Microsoft's sole discretion. If you are a prizewinner, except where prohibited by law, you consent to the use of your name, age, the name of your school, biographical information, photos and videos of you taken during the Competition and statements attributed to you (if true) for advertising and promotional purposes without any compensation or notice you. You agree to do and sign any further acts, deeds and documents to enable us and our affiliates to exercise the rights granted to us above.

12. **Limitation of liability.** To the maximum extent permitted by law, Microsoft and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents accepts no responsibility whatsoever for any damage, loss, death or personal injury that may occur as a consequence of your participation in the Competition and/or your use of any prize.

13. **Indemnity.** To the maximum extent permitted by law, you undertake to indemnify and keep Microsoft and its parent company, affiliates, related corporations, subsidiaries, commissioners, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by any or each of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Competition and/or your use of any prize.

14. **Microsoft's decision final and binding.** In the event of any dispute arising from the Competition or relating to the interpretation of these Terms and Conditions, the decision of Microsoft on all matters pertaining to the Competition shall be final and binding on all parties. No correspondence will be entertained.

15. **Privacy.** The information submitted by you during the registration process or otherwise when participating in the Competition may include your (and, if you are a minor, your parent's/legal guardian's) email address, ID number and other personal information ("Personal Information"). Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Microsoft in accordance with applicable data protection laws and regulations and Microsoft's privacy policy referred to below, for the purposes of administering your participation in the Competition. For more details on Microsoft's privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>.

16. **No warranties.**
 - 16.1 Microsoft and any agents or contractors (if any) that it may use in the execution and management of the Competition do not warrant or represent (either directly or indirectly):
 - a. that participation in and/or access to the whole or any part of the Competition, Competition materials, content, information and/or functions contained in them will be provided on an uninterrupted, timely, secure and error-free basis; or
 - b. that no computer viruses shall be transmitted or that no damage shall occur to your computer system as a result of any online activity of the Competition (if any).
 - 16.2 Any material downloaded or otherwise obtained through the Internet is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting from such download.
 - 16.3 Microsoft does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise in respect of the materials on the Competition site or any sites linked to the Competition site.

17. **No use of unlicensed software.** You declare and warrant to Microsoft that in participating in the Competition, you shall not use any unauthorized or unlicensed software. If you are found doing so, you shall be disqualified from the Competition.

18. **Microsoft's IP rights not affected.** Nothing in the Competition shall affect any intellectual property rights of Microsoft in any product or service which may be the subject matter of the Competition.
19. **No cheating tolerated.** You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of the Microsoft, you will immediately be disqualified from the Competition. Cheating includes, but is not limited to, counterfeiting documents, impersonation, using multiple identification/registration numbers, tampering with, hacking of the Competition site (if any), participating in the Competition without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Competition, use of the Competition beyond the defined rules of the Competition, attempting to disable or overwhelm any of Microsoft's websites or the Competition site (if any), attempting to disrupt any portion of the Competition, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF MICROSOFT'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, MICROSOFT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
20. **No waiver.** Microsoft's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
21. **Modification of these Terms and Conditions, etc..** To the maximum extent permitted by applicable law, Microsoft may modify these Terms and Conditions and/or withdraw or terminate the Competition at any stage without any liability towards anyone.
22. **Severability.** Each of the provisions of these Terms and Conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
23. **Laws.** The Competition shall be governed by and interpreted in accordance with the laws of Singapore. The Competition is void where prohibited or restricted by law, and is subject to all applicable laws.
24. **No third party rights.** A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms. For the purposes of this paragraph, "person" shall mean a human being or a corporate entity (whether or not having a separate legal personality), as the case may be.
