

## DRAGON QUEST BUILDERS® SWEEPSTAKES

### Official Rules

**Important: Please read these rules before entering this sweepstakes (the "Sweepstakes"). By entering, you agree to be bound by these Official Rules ("Official Rules") and represent that you satisfy all of the eligibility requirements.**

- 1. Eligibility.** NO PURCHASE NECESSARY TO ENTER OR WIN. OFFER VOID WHERE PROHIBITED BY LAW. ODDS OF WINNING DEPEND ON THE NUMBER OF VALID ENTRIES RECEIVED. SWEEPSTAKES OPEN ONLY TO USER ACCOUNT HOLDERS (REGISTRATION IS FREE) OF THE SQUARE ENIX ONLINE STORE SITE (NORTH AMERICA), ARE LEGAL U.S. OR CANADIAN (EXCLUDING QUEBEC) RESIDENTS AND ARE 17 YEARS OLD OR OLDER AT THE TIME OF ENTRY. To be eligible to win a prize, entries must be completed and received by SQUARE ENIX, INC. ("Sponsor") in compliance with these rules and all other instructions of Sponsor. Directors, officers, and employees of Sponsor, its parent company, and their respective parent companies, subsidiaries, and other affiliated companies, and agents, professional advisors, advertising, and promotional agents of the same, including any immediate family members of the same, are not eligible to win any prizes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. There is a limit of one entry per person, per household, per e-mail address, and per day, regardless of the method of entry. No other entries will be accepted. Multiple entries will be excluded and disqualified.
- 2. Disclaimer.** Sponsor, all participating sponsors, their respective parent companies, and their respective parent companies, subsidiaries, and other affiliated companies, and the directors, officers, professional advisors, employees, and agents of the same, will not be responsible for any of the following: (a) late, lost, misrouted, distorted, or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) Sweepstakes disruptions, injuries, losses, or damages caused by events beyond the control of Sponsor; or (d) printing or typographical errors in any materials associated with the Sweepstakes.
- 3. Sweepstakes Period.** The "Sweepstakes Period" begins on August 29, 2016, at 12:01 a.m., Pacific Time, and ends on October 10, 2016 at 11:59 p.m., Pacific Time (the "Deadline"). Entries must be submitted by the Deadline to be eligible to win a prize. Sponsor has its sole discretion to determine the valid and official entry time should any discrepancies of time occur. Additionally, Sponsor reserves, in its sole discretion, the right to extend the Sweepstakes Period for whatever reason without notification.
- 4. Prizes.** One (1) Grand Prize winner will be randomly chosen (the "Winner"). Sponsor reserves the right to substitute prizes of equal or greater value at its sole discretion without notice. No substitutions or exchanges (including cash) of any prizes will be permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value for any prize. The prize is as follows:

One (1) Grand Prize (approximate retail value of \$350 USD):

- One (1) 500 GB Standard Black PS4 console (includes one (1) DualShock 4 Controller, one (1) AC Power Cable, one (1) HDMI Cable, one (1) USB 2.0 Cable, and one (1) Mono Wired Headset)

Actual retail value of prize may vary due to market conditions at the time prize is awarded. All federal, state, and local taxes are the sole responsibility of the Winners.

In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the email address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

Please allow up to six to eight weeks for delivery of prizes.

**5. How to Enter – No Purchase Necessary to Enter or Win.** There is no purchase necessary to enter or win the Sweepstakes. Just visit the Square Enix Online Store and pre-order Dragon Quest Builders to be automatically entered, or send a letter or postcard with your name, mailing address, email address, and phone number to Square Enix, Inc., 999 N. Sepulveda Blvd., 3<sup>rd</sup> Floor, El Segundo, CA 90245, ATTN: DRAGON QUEST BUILDERS PS4 SWEEPSTAKES.

## **6. Selection**

Winners will be randomly selected on or around October 11, 2016. Winners shall be notified via their contact registered with their Online Store account or the information provided on the postcard/letter sent to Square Enix, Inc. on or about the same day (the "Notification Package").

Return of any prize notification as undeliverable will result in disqualification and an alternate winner will be selected. To be eligible to receive a prize, each Winner must follow the instructions contained in the Notification Package and, if requested, sign an Affidavit of Eligibility, Publicity Release, and Liability Waiver and respond with the other information requested prior to the date specified in the Notification Package. Such requested information may be necessary for purposes of filing a 1099 form with the U.S. Internal Revenue Service (the "IRS"). It is each Winner's sole responsibility to file winning prizes with the IRS or other governmental entity, should it be required by law to do so. Each Winner shall consult with a professional, if necessary. If a Minor is selected (as determined by the state of residence), a parent or legal guardian must sign the required and requested documents, including the Consent Form. Sponsor may request, in its sole discretion, to have the Affidavit of Eligibility, Publicity Release, and Liability Waiver and the other requested documents notarized by the Winner (or his or her parent or legal guardian, in the case of a Minor). A return envelope and prepaid courier bill may be included in the Notification Package, which the Winner may have an option to use. The requested documents must be sent to Sponsor at the address specified in the Notification Package

and must be received by Sponsor by the date specified. If the Winner fails to return all of the signed and requested documents according to the instructions provided in the Notification Package, or if the requested documents are not signed by an appropriate party (e.g., by a parent or legal guardian, if a Minor is selected) or are not received by Sponsor by the specified date, the Winner shall be deemed disqualified and will forfeit his or her eligibility. If disqualified, the Winner will not receive any prize. In the case where the Winner forfeits or is disqualified, Sponsor will select an alternate entrant as a replacement for the disqualified or forfeited winner.

Sponsor reserves the right to amend the terms and conditions set forth herein without notice; however, the remaining terms in this Official Rules remain in full force and effect, and all rights and obligations set forth herein and any amendments shall be binding upon Sponsor and the Winner, should such change take place.

Prizes are not transferable. Entrant must submit their own name, birth date, email address and cell phone number. Entrant may not impersonate any other person, or entity, and submit false or misleading information, and Sponsor reserves the right to disqualify any entrant that does so. If a Minor is selected (as determined by the laws of state of residence), such Minor needs to obtain consent from a parent or legal guardian. Failure to do so will result in disqualification.

**Each Winner shall comply with federal, state, and local laws at all times.**

**In no event will a Winner be entitled to any fee, royalty, or other compensation of any kind as a result of the Sweepstakes. By entering, the entrant (and, if a Minor, his or her legal guardian) irrevocably waives any right to compensation for Sponsor's use of such entrant's data in accordance with these rules.**

**7. EACH WINNER'S RESPONSIBILITY. ALL FEDERAL, STATE, AND LOCAL TAXES, LICENSE, TITLE, AND/OR REGISTRATION FEES OR OTHER COSTS, ASSOCIATED WITH WINNING THE PRIZE ARE THE SOLE RESPONSIBILITY OF EACH WINNER. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY SUCH TAXES, FEES, AND COSTS.**

**8. GENERAL RELEASE. BY ENTERING THE SWEEPSTAKES, YOU (AND, IF YOU ARE A MINOR, YOUR PARENTS OR LEGAL GUARDIANS) RELEASE SPONSOR, SQUARE ENIX, INC., ITS PARENT COMPANY, AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AND OTHER AFFILIATED COMPANIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF THE SAME (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION, RELATED TO ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES OR DELIVERY, MISDELIVERY, ACCEPTANCE, POSSESSION, USE OF, OR INABILITY TO USE ANY PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES, AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (WHETHER INTENTIONAL OR**

**UNINTENTIONAL AND WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHER THEORY).**

**IF A WINNER IS A MINOR, SUCH WINNER'S PARENTS OR LEGAL GUARDIANS FURTHER AGREE TO INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH THAT MAY BE SUFFERED BY THE WINNER.**

9. **Use of a Winner's Name, Likeness, Etc.** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use such Winner's name, likeness, prize information, and other information for promotional purposes without further permission or compensation. Such Winner will not claim any rights or considerations regarding the use of such Winner's submission data by Sponsor. Such Winner will not claim any right or considerations based on his or her submission data. Such Winner will not have any proprietary right or interest of any kind in the copyrights, trademark, ownership, or any other proprietary rights in connection with this Sweepstakes. Each Winner acknowledges that the products related to, and the trademark rights in, the SQUARE ENIX® marks are exclusive to Sponsor and include, but are not limited to, the rights to use, reproduce, sell, distribute, broadcast, display, and make derivative works of, without compensation to the Winner.

10. **Affidavit and Release.** As a condition of being the Winner, the Winner may be required to execute an Affidavit of Eligibility, Publicity Release, and Liability Waiver, and acceptance of these Official Rules (and Consent Form by the Winner's parents or legal guardians, if the Winner is a Minor) by the date specified by Sponsor in the Notification Package.

11. **Copyright.** The Sweepstakes and all accompanying materials are Copyright ©2016 by Sponsor. All rights reserved.

12. **Miscellaneous.** The Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the Los Angeles County, California, United States. Entrant agrees to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention, or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes, or should Sponsor otherwise become (as determined in its sole discretion) incapable of running the Sweepstakes as planned at any time without any notice. An entrant who violates these Official Rules, violates the rules of the Square Enix Members site, tampers with the operation of the Sweepstakes, or engages in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) is subject to disqualification from entry into the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify persons whose eligibility is in question or for any other reason. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://na.square-enix.com/us/documents/privacy>; provided, that in the event of any conflict between these

Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

13. **Winner List.** To obtain an official list showing the Winner, send a self-addressed business-sized envelope to Square Enix, Inc., 999 N. Sepulveda Blvd., 3<sup>rd</sup> Floor, El Segundo, CA 90245, ATTN: DRAGON QUEST BUILDERS PS4 SWEEPSTAKES.

14. **Sweepstakes Sponsor.** SQUARE ENIX, INC. is the sole sponsor of this Sweepstakes program.