

## **NieR: Automata™ (“Game”) Black Box Edition - Members Rewards Raffle (the "Sweepstakes")**

### **Official Sweepstakes Rules**

**IMPORTANT! Please read the following rules before entering the Sweepstakes. By entering the Sweepstakes, you (the "Entrant") agree to be bound by the official Sweepstakes rules and represent that Entrant satisfies all of the eligibility requirements for the Sweepstakes.**

### **NieR: Automata™ Black Box Edition - Members Rewards Raffle Official Sweepstakes Rules**

**1. Eligibility.** NO PURCHASE NECESSARY TO ENTER OR WIN. ODDS OF WINNING DEPEND ON THE NUMBER OF VALID ENTRIES RECEIVED. THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA OR CANADA (EXCLUDING QUEBEC) WHO ARE 18 YEARS OLD OR OLDER AT THE TIME OF ENTRY. IF ENTRANT DOES NOT SATISFY THESE REQUIREMENTS, ENTRANT IS NOT ELIGIBLE TO WIN A PRIZE, AND SQUARE ENIX, INC. ("**Square Enix**") RESERVES THE RIGHT TO NOT AWARD PRIZES TO ENTRANTS WHO DO NOT SATISFY THESE REQUIREMENTS. If Entrant is under the legal age of majority in your state, province, or country of residence (a "**Minor**"), your parents or legal guardians must read, understand, and agree to these Sweepstakes rules. To be eligible to win a prize, your entry must be completed and received by Square Enix in compliance with these rules and all other instructions of Square Enix. Directors, officers, and employees of Square Enix and any of their respective affiliate companies, subsidiaries, agents, vendors, professional advisors, advertising and promotional agencies, and immediate family members of each are not eligible to win any prizes. All applicable federal, state, provincial, and local laws and regulations apply. Offer void where prohibited.

**2. Sweepstakes Period.** The "**Sweepstakes period**" begins on July 11, 2017 at 12:01am Pacific Time and July 24, 2017 at 11:59pm Pacific Time (the "**Deadline**"). Entries must be submitted by the Deadline to be eligible to win a prize. Square Enix will, in its sole discretion, determine the valid and official entry time should any discrepancies of time occur. Square Enix reserves, in its sole discretion, the right to extend the Sweepstakes period for whatever reason without notification.

### **3. How to Enter—No Purchase Necessary to Enter or Win.**

Two methods of entry:

## **1) Square Enix Members Account (Redeem Accrued Points or with Purchase):**

1. Log into your Square Enix Members account (or, if not an existing Square Enix Members account holder, follow the instructions provided at <https://membership.square-enix.com/register> to join for free). Then, redeem thirty (30) accrued points for a single (1) entry into the Sweepstakes through the following URL: <https://store.na.square-enix.com/product/448084/nier-automata-black-box-edition-ps4-signed-by-yoko-taro-raffle-ticket-reward>

Multiple entries permitted. The number of points redeemed for entry will be deducted from your Square Enix Members account. No points will be refunded or credited to your Square Enix Members account once redeemed. You will not be permitted to submit any number of entries into the Sweepstakes if you do not have the required number of points to redeem for entries into the Sweepstakes. Online entries must be received by 11:59 PM Pacific Time July 24, 2017 to be eligible via this method of entry.

## **2) Alternative Method of Entry (Without Purchase):**

To enter the Sweepstakes via mail without a Square Enix Members account, hand-print on a 3" x 5" card your first and last name, date of birth, street address, city, state, zip code, phone number (including area code) and e-mail address (optional) and send in a stamped #10 envelope with proper postage affixed to: "Square Enix, Inc., Attention: **NieR: Automata™ Black Box Edition - Members Rewards Raffle**, 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, CA, 90245. You will receive one (1) entry into the Sweepstakes per outer envelope. All mail-in entries must be postmarked by July 17, 2017 and received by July 21, 2017 to be eligible. Entries via mail must be sent in a separate outer mailing envelope. Entries via mail that are sent in business reply envelopes, that utilize address labels or stickers, that are photocopied, hand-stamped, computer-generated or otherwise mechanically reproduced, that are not mailed in separate outer mailing envelopes, or that otherwise fail to comply with these Official Rules will not be honored or acknowledged.

Square Enix will, in its sole discretion, determine the valid and official entry time should any discrepancies of time occur. Square Enix reserves, in its sole discretion, the right to extend or alter the Sweepstakes Entry Period for whatever reason without notification.

**4. Prizes.** For the Sweepstakes Entry Period, Square Enix shall select one (1) sweepstakes prize winner ("Sweepstakes Winner" or "Winner") at random from

amongst the eligible entrants who submitted an entry during the Contest Entry Period.

The Sweepstakes Winner shall receive the following grand prize (total approximate retail value of the grand prize \$ \$189.00):

One (1) NieR: Automata Black Box Edition (PS4) signed by YOKO TARO

Only eligible Entrants will be eligible to win the prize described above.

Entrants may not win or receive more than one prize.

Prize is not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Square Enix reserves the right to substitute prizes of equal or greater value for any prize listed above. Actual retail value of prizes may vary due to market conditions at the time prizes are awarded. Prizes won by a Minor (as determined by the laws of the Entrant's country, state, or province of residence) will be awarded to a parent or legal guardian on the Minor's behalf. All prizes are awarded "AS IS" and WITHOUT ANY WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

Please allow up to six (6) to eight (8) weeks for delivery of prize.

**5. General Sweepstakes Rules.** Square Enix shall use a computer process to randomly select one (1) Sweepstakes Winner shortly after the conclusion of the Sweepstakes Entry Period. Square Enix shall notify Sweepstakes Winner via contact information associated with the winning entry shortly after the winning entry is selected approximately (1) month from the Deadline (the "Notification Package"). Return of any prize notification as undeliverable will result in disqualification.

To be eligible to receive a prize, each Sweepstakes Winner must follow the instructions contained in the Notification Package and respond with the information or documents requested prior to the date specified in the Notification Package. Such requested information may be necessary for purposes of filing tax forms with the U.S. Internal Revenue Service (the "IRS"). If a Minor is selected (as determined by the state, province, or country of residence), a parent or legal guardian must sign any required or requested documents. The requested documents must be sent to Square Enix at the address specified in the Notification Package and must be received by Square Enix by the date specified. If the Sweepstakes Winner fails to provide the

requested information or 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 Square Enix by the specified date, the Sweepstakes Winner shall be deemed disqualified and will forfeit his or her eligibility.

If disqualified for any reason, the Sweepstakes Winner will not receive any prize. In the event that the Sweepstakes Winner forfeits or is disqualified, Square Enix may select an alternate Entrant as a replacement for the disqualified or forfeited winner or Square Enix may elect to hold another Sweepstakes Entry Period to pick an alternate winner, at Square Enix's sole discretion.

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

In the event of a dispute about the identity of the participant who entered online using a Square Enix Members account, entries shall be declared made by the authorized account holder of the Square Enix Members account submitted at time of entry. An authorized account holder is defined as the natural person who is assigned a Square Enix Members account by Square Enix. The potential winner may be required to provide Square Enix with proof that the potential winner is the authorized account holder of the Square Enix Members account associated with the winning entry.

In order to win a prize, residents of Canada must correctly answer the following skill testing question:  $(3 \times 6) + 12 / 2 - 8 = \underline{\quad}$ .

**6. General Release.** By entering the Sweepstakes, you (and, if you are a Minor, your parents or legal guardians) release and indemnify Square Enix, participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees, agents, vendors, and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, misdelivery, 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, misappropriation or infringement of intellectual property, whether intentional or unintentional) whether under a theory of contract, tort (including negligence), warranty, or other theory.

IF YOU ARE A MINOR, YOUR PARENTS OR LEGAL GUARDIANS FURTHER AGREE TO RELEASE AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH THAT MAY BE SUFFERED BY YOU.

**7. Selection of Prize.** Actual model, color, accessories, and features of the items awarded as prizes shall be selected by Square Enix in its sole discretion and may vary from photos or images, if any, shown in the Sweepstakes materials and advertising including the Square Enix web site.

**8. Use of Entrant's and Sweepstakes Winner's Name, Likeness, Etc.** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use the Entrants' and Sweepstakes Winners' names, account names, avatars, profile images, likenesses, prize information, and/or other information in connection with the Sweepstakes or for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, Sweepstakes Winners may be required to execute a further consent to the use of their names, account names, addresses, likenesses, and/or prize information, without limitation, for promotional purposes without further permission or compensation. You hereby warrant and represent that you own all rights to your name, account name, avatar, profile image, and likeness connected with your entry and your Square Enix Members account, and that all such materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate, or infringe any copyright, trademark, or other proprietary right of any other person or entity.

**9. Affidavit and Release.** As a condition of being awarded any prize, Sweepstakes Winners (and if Sweepstakes Winner is a Minor, winner's parent or legal guardian) may be required to execute and deliver to Square Enix a signed Affidavit of Eligibility, an acceptance of these Official Sweepstakes Rules, a release of liability, and/or other agreements or releases. Square Enix may require, in its sole discretion, to have any requested documents notarized by the Sweepstakes Winner (or his or her parent or legal guardian, in the case of a Minor).

**10. Winners' List; Rules Request.** For a copy of the winners' list, send a stamped, self-addressed, business-size envelope within two (2) months after the Deadline to Square Enix at the address listed below (Attention: NieR: Automata™ Black Box Edition - Members Rewards Raffle Sweepstakes Winners' List). To obtain a copy of these rules, send a stamped, self-addressed, business-size envelope to Square Enix at the address listed below (Attention: NieR: Automata™ Black Box Edition - Members Rewards Raffle Sweepstakes Rules Request).

**11. Copyright Notice.** The Sweepstakes and all accompanying Sweepstakes materials are Copyright © 2017 by Square Enix Ltd unless otherwise indicated. All Rights Reserved.

**12. Miscellaneous.** The Sweepstakes and these Official Sweepstakes Rules will be governed, construed, and interpreted under the laws of the United States of America. Entrants agree to be bound by these Official Sweepstakes Rules and by the decisions of Square Enix, which are final and binding in all respects. Square Enix reserves the right to change these Official Sweepstakes Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any Entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention, or other causes beyond Square Enix's control affect the administration, security, or proper play of the Sweepstakes or Square Enix otherwise becomes, as determined in its sole discretion, incapable of running the Sweepstakes as planned at any time without any notice. Entrants who violate these Official Sweepstakes Rules; violate the terms of service of Square Enix; tamper with the operation of the Sweepstakes; or engage in any conduct that is detrimental or unfair to Square Enix, the Sweepstakes, any other Entrant, or any other person in each case as determined in Square Enix's sole discretion, are subject to disqualification from entry into the Sweepstakes. Square Enix reserves the right to disqualify persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. If you have any questions about these Official Sweepstakes Rules or the Sweepstakes, please send written questions to Square Enix at the address set forth below.

**13. Force Majeure.** Square Enix reserves the right to change, suspend, or cancel the Sweepstakes if, in Square Enix's sole discretion, intervening circumstances warrant such change, suspension, or cancellation. Intervening circumstances include, but are not limited to, strikes, labor disputes, war, insurrections, revolutions, terrorism, riots or other civil disturbances, earthquakes, fires, floods or other natural disasters, governmental restrictions,

embargoes or other exercises of governmental authority, unavailability of supplies, components, or material, or any other cause beyond Square Enix's control.

**14. Disclaimer.** Square Enix, all participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees, agents, vendors, and agencies will not be responsible for any of the following: (a) any late, lost, misrouted, garbled, or distorted or damaged transmissions or entries; (b) any telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Sweepstakes disruptions, injuries, losses, or damages caused by events beyond the control of Square Enix or other participating sponsors; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

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

**16. Taxes, Costs, and Fees.** It is each Sweepstakes Winner's sole responsibility to file winning prizes with the IRS or other governmental entities, should it be required by law to do so. ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL TAXES, OR OTHER COSTS OR FEES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE SWEEPSTAKES WINNERS. Each Sweepstakes Winner shall consult with a professional, if necessary.

**17. No Entitlement to Fees.** IN NO EVENT WILL THE SWEEPSTAKES ENTRANTS OR SWEEPSTAKES WINNERS BE ENTITLED TO ANY FEE, ROYALTY, OR OTHER COMPENSATION OF ANY KIND AS A RESULT OF THE SWEEPSTAKES. BY ENTERING, EACH ENTRANT (AND, IF A MINOR, HIS OR HER PARENT OR LEGAL GUARDIAN) IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION FOR SQUARE ENIX'S USE OF SUCH ENTRANT'S ENTRY MATERIALS IN ACCORDANCE WITH THESE RULES.

**18. Legal Compliance.** Each Sweepstakes Entrant and Sweepstakes Winner shall comply with all applicable federal, state, provincial, and local laws and regulations at all times.

**19. Square Enix's Mobile and Online Terms of Service and Privacy Policy.** By participating in the Sweepstakes, you agree to be bound and abide by Square Enix Inc.'s Mobile and Online Terms of Service (available at <http://na.square-enix.com/us/documents/tnc>), Privacy Policy (available at <http://na.square-enix.com/us/documents/privacy>), and all other applicable terms of service and policies.

**20. Sweepstakes Sponsor.** The sponsor of the Sweepstakes is Square Enix. Square Enix is a leading developer and publisher of digital entertainment content. Correspondence regarding the Sweepstakes or these Official Sweepstakes Rules may be directed to the following address:

Square Enix, Inc.

Attention: **NieR: Automata Black Box Edition - Members Rewards**

999 N. Sepulveda Blvd., 3rd Floor

El Segundo, CA 90245

The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Sony, Sony Interactive Entertainment, or Sony PlayStation.