

Automated It Official Rules

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

1. Eligibility: Automated It (the "Prize Draw or Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) and the United Kingdom who are at least eighteen (18) years old at the time of entry. Employees of Microsoft Corporation ("Sponsor"), Bread and Butter Digital, LLC, Merkle Inc. ("Administrator"), 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 Prize Draw 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. Sponsor's and Administrator's decisions are final and binding in all matters related to the Prize Draw. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Microsoft Corporation, One Microsoft Way Redmond, WA 98052-6399. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Prize Draw begins on August 3, 2020 on or around 9:00 a.m. United States Pacific Time ("PT"), ends on September 6, 2020 at 11:59 p.m. PT (the "Promotion Period") and includes five (5) "Weekly Entry Periods" as set forth in the chart below. Twitter's servers are the official time-keeping devices for the Prize Draw.

| Entry Period | Starts on or around 9 a.m. PT | Ends on 11:59 p.m. PT | Approximate Drawing Date |
|--------------|-------------------------------|-----------------------|--------------------------|
| 1 | August 3, 2020 | August 6, 2020 | August 10, 2020 |
| 2 | August 10, 2020 | August 16, 2020 | August 17, 2020 |
| 3 | August 17, 2020 | August 23, 2020 | August 24, 2020 |
| 4 | August 24, 2020 | August 30, 2020 | August 31, 2020 |
| 5 | August 31, 2020 | September 6, 2020 | September 8, 2020 |

4. How to Enter:

Participation Requirements: To participate, you will need to have a Twitter account. Creating a Twitter account is free but is subject to its terms and conditions: (<http://twitter.com/tos>). ***If you post on a mobile device, message and data rates may apply.*** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

Entry Requirements for Weekly Entry Period 1 and 5:

Take the following actions during Week 1 or Week 5 to receive an entry for the applicable prize drawing:

- (1) Follow Sponsor (@MSPowerAutomate) on Twitter
- (2) Locate Sponsor's Tweet for the applicable Weekly Entry Period and Tweet your response (including text or video ("Content")) that responds to the question posed.
 - a. For Week 1: Tweet Content should describe challenges that may be resolved using Microsoft Power Automate.
 - b. For Week 5: Tweet Content must include a a GIF and should describe how the presented Microsoft Power Automate solution makes you feel.
- (3) Your Tweet must also include #AutomatedIt #Sweepstakes.
- (4) Your account settings and Twitter handle must remain public and you must not change your Twitter handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

NOTE: Retweets will not be deemed entries.

Entry Limit for Week 1 and 5: You may enter one (1) time during each of these Weekly Entry Periods.

Entry Requirements for Weekly Entry Periods 2 – 4

Take the following actions during Week 2 through Week 4 to receive an entry for the applicable prize drawing:

- (1) Follow Sponsor (@MSPowerAutomate) on Twitter
- (2) Tweet a Microsoft Power Automate solution to one of the three (3) challenge Tweets posted by @MsPowerAutomate during the applicable Weekly Entry Period. You may share a link to a Power Automate template available at <https://flow.microsoft.com/en-us/templates/> or you can develop your own Power Automate solution (see <https://us.flow.microsoft.com/manage/environments/Default-8f646d20-e329-4d69-a40b-b999d07a8c9d/create>). If creating your own solution, your Tweet must include a screengrab or screen recording that shows all of the steps of the solution that you created.
- (3) Your Tweet must also include #AutomatedIt #Sweepstakes
- (4) Your account settings and Twitter handle must remain public and you must not change your Twitter handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

Entry Limit for Weekly Entry Periods 2- 4: You may enter up to three (3) times each Weekly Entry Period by responding once to each of the three (3) challenge Tweets posted.

Content Restrictions for all Entries (Note that all of these restrictions do not apply to the use of GIFs):

- Your Tweet/post must be your original work;
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth in Section 5. You should only include minors in your Tweet or post if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Tweet must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Sponsor;
- Your Tweet must not make references to alcohol, illegal drugs, tobacco, or firearms/weapons or any political agenda;
- Your Tweet may not be indecent, obscene, hateful, 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; and
- Your Tweet may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

By Tweeting content that conforms with all of the above requirements, you will receive one (1) entry into the applicable Weekly Entry Period prize drawing. Entries earned during one (1) Weekly Entry Period will be not be included in subsequent Weekly Entry Period prize drawings. You must complete the entry process each Entry Period to receive an entry. Sponsor, in its sole discretion, may disqualify any Tweet that it finds unlawful, or in violation of these Official Rules,

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 the authorized account holder.

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.

5. Sponsor's Use of Social Post Content: Tweeting 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 your Tweet's content 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 Tweet or its content.

6. Weekly Drawings and Prize Notifications: Administrator is an independent judging organization whose decisions as to the administration and operation of the Prize Draw and the selection of the potential winners are final and binding in all matters related to the Prize Draw. Administrator will randomly select the potential Prize Draw winners for each Weekly Entry Period from all eligible entries received during the applicable Entry Period, on or around the dates listed Section 3. Entries earned for one Entry Period will not be included in subsequent Entry Period drawings. Each potential winner will be notified by @MSPowerAutomate and will be directed to a secure online claim form and asked to provide his/her name and contact information to demonstrate eligibility within 3 days of the date notice or attempted notice is sent into order to claim the prize. If a potential winner of any prize cannot be contacted, fails to complete the online claim form within the required time period, Sponsor determines that potential winner does not meet eligibility requirements, or the prize is returned as undeliverable, the potential winner forfeits the 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:

SEVEN (7) WEEK 1 PRIZES: Prize pack including one (1) backpack, one (1) pair of socks, a set of two (2) stickers, one (1) stainless steel construction, double-wall vacuum insulated mug and e-gift credit that can be redeemed for \$25 in variety of retail gift cards. Approximate Retail Value ("ARV"): \$150 USD.

THREE (3) WEEK 2 PRIZES: Microsoft Surface earbuds. ARV: \$200 USD.

THREE (3) WEEK 3 PRIZES: Portable Bluetooth Speaker. ARV: \$300 USD.

THREE (3) WEEK 4 PRIZES: Microsoft Surface Go 2 (Intel Pentium 4425Y – WiFi, 4 GB RAM and 64 GB storage). ARV: \$400 USD.

SEVEN (7) WEEK 5 PRIZES: Prize pack including one (1) backpack, one (1) pair of socks, a set of two (2) stickers, one (1) stainless steel construction, double-wall vacuum insulated mug and e-gift credit that can be redeemed for \$25 in variety of retail gift cards. ARV: \$150 USD.

All details, including color and features of each prize will be determined by Sponsor. 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. 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 the prize 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 a prize depend on the number of eligible entries received during each Weekly Entry Period. Limit: One (1) prize each Weekly Entry Period. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Prize Draw.

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Bread and Butter Digital, LLC, Administrator, Twitter, Inc., 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 Prize Draw or receipt or use or misuse of any prize.

9 Publicity: Except where prohibited, participation in the Prize Draw 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 Prize Draw, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Prize Draw, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Prize Draw, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may modify the prizes offered herein and elect to hold a random drawing from among all eligible entries received up to the date of discontinuance. 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 Prize Draw 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 Prize Draw 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 Prize Draw; (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 Prize Draw; (4) technical or human error which may occur in the administration of the Prize Draw 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 Prize Draw 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 Prize Draw, 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 Prize Draw 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 Prize Draw, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Prize Draw, 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. For entrants in the United Kingdom, the above choice of law does not have the result in of depriving the consumer entrant of the protection afforded to him/her under mandatory statutory provisions, which cannot be waived.

13. Declaration of Consent to Collection, Use and Transfer of Personal Information: Information collected from entrants will be used by Sponsor to administer the Contest and is subject to Sponsor's privacy statement available at <https://go.microsoft.com/fwlink/?LinkId=521839>.

- 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 Sponsor's privacy statements.
- If required by applicable law(s), Administrator may retain winners' personal information.
- If you are selected as a winner, you agree that your name will be posted on the winner list.

14. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

15. Winner List: For a winner list, visit <https://bit.ly/3iErdpH>. The winner list will be posted after winner confirmation is complete.

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