hhgregg XBOX One Bundle Twitter Sweepstakes

Official Rules

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

1. Eligibility

The hhgregg Xbox One Bundle Twitter Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) thirteen (13) years or older at the time of entry. Void in Guam, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of hhgregg or Microsoft or any of its affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor

hhgregg, 4151 E 96th St, Indianapolis, IN 46240.

3. Timing

The Sweepstakes begins on September 12, 2016 at 6PM Eastern Daylight Time (EDT) and ends on September 12, 2016 at 7PM EDT (the "Sweepstakes Period"). Sponsors are the official timekeeper for the Sweepstakes.

4. How to Enter

To enter you must follow @hhgregg on <u>http://www.Twitter.com/hhgregg</u> and enter at <u>https://a.pgtb.me/Bqz1gC</u> when prompted during the Twitter takeover on September 12, 2016 from 6:00 PM EDT to 7:00 PM EDT.

Online entries will be deemed submitted by the authorized account holder of the email address submitted at time of entry. By entering, you agree to be bound by these Official Rules.

Unlimited entries during the Sweepstakes Period. Use of any automated system to enter is prohibited and will result in disqualification. Sponsors are not responsible for lost, late, incomplete, invalid, illegible or misdirected entries, which will be disqualified. Entries submitted or completed by anyone other than the entrant are void. Sponsors will not confirm receipt of entries. The time of receipt of any valid Twitter entry shall be the time such valid entry becomes available to Sponsors on Twitter.com. Sponsors' computer shall be the official clock of the Sweepstakes.

5. Winner Selection and Notification

On September 12, 2016, a random drawing from among all eligible entries will be conducted under Sponsors' supervision. Potential winner will be notified by a winner announcement tweet and asked to send a Twitter Direct Message to confirm on September 12, 2016. You must follow @hhgregg on Twitter in order to receive a winner announcement tweet. Potential prize winner will be required to respond to the winner announcement tweet with a reply direct message within forty-eight (48) hours of being announced as the potential prize winner or such potential prize winner will be disqualified. If a potential prize winner does not respond to the winner announcement tweet as described above or is found to be ineligible, such potential prize winner will be disqualified and, at Sponsors' sole discretion, an alternate potential prize winner may be selected from the remaining eligible entries. The odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.

6. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSORS WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Winner

Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Potential winner will be required to sign and return within seven (7) business days of the date the notice is sent a sworn Affidavit of Eligibility and Liability and Publicity Release (except where prohibited) in order to claim his/her prize if applicable. If required documentation is not returned within seven (7) business days of the date the potential winner forfeits the prize and an alternate winner will be selected by a random drawing from among all remaining eligible entries.

8. Prizing

Two (2) prizes will be awarded. Prize winners will receive 1 of 2 XBOX One S Bundles with Madden 17 (Model # 23400025) (SRP \$349.99). The prizes will be delivered from hhgregg within 30 business days after verification of the potential winner is complete. No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsors' sole discretion. Sponsors reserve the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and dues associated with the prize receipt and/or use.

hhgregg to handle purchasing and is responsible for all prize fulfillments.

9. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors which is binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsors and each of their respective parents, subsidiary, and affiliated

companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsors from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

10. Publicity

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsors' and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions

Sponsors reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsors in their sole discretion. Sponsors reserve the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such persons to the fullest extent permitted by law. Sponsors' failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

12. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 Sweepstakes 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, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsors, at their discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsors reserve the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. No more than the number of stated prizes will be awarded.

13. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Indiana State Court located in Marion County, Indiana; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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 Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.