

# SKYPE “WIN TICKETS TO THE X FACTOR LIVE” PRIZE DRAW

## OFFICIAL RULES

### NO PURCHASE NECESSARY.

**COMMON TERMS USED IN THESE RULES:** These are the official rules that govern how the Skype Win Tickets to The X Factor Live Prize Draw (“Sweepstakes”) will operate. This promotion will be simply referred to as the “Sweepstakes” throughout the rest of these rules.

In these rules, “we,” “our,” and “us” refer to Skype Communications S.a.r.l., 23-29 Rives de Clausen, L-2165 Luxembourg (“Skype”), the Sponsor of the Contest. “You” refers to an eligible Contest Entrant, or their Parent / Legal guardian if Contest Entrant is considered a minor.

### WHAT ARE THE START AND END DATES?

This Sweepstakes starts at 12:00 pm, GMT on November 4 and ends at 17:30 pm, GMT on November 30, 2014 (“Entry Period”).

### CAN I ENTER?

You are eligible to enter this Sweepstakes if you meet the following requirements at time of entry:

- You are a registered Skype account holder; and
- You are a legal resident of and currently residing the UK and you are 16 years of age or older at the time of entry (“Entrant”); and
  - If you are at least 16, but are considered a minor in your place of residence, you should ask your parent’s or legal guardian’s permission prior to submitting an entry into this Sweepstakes; and
- You are NOT an employee of Skype or an employee of a Skype parent or subsidiary company; and
- You are NOT involved in any part of the administration and execution of this Sweepstakes; and
- You are NOT an immediate family (parent, sibling, spouse, child) or household member of a Skype employee, an employee of a Skype subsidiary, or a person involved in any part of the administration and execution of this Sweepstakes.

This Sweepstakes is void outside of the geographic area described above and wherever else prohibited by law.

## HOW DO I ENTER?

To enter, do all of the following during the Entry Period:

1. Create or login to your Skype account.
2. Use the Skype software client to search for and add the Skype ID SKYPEXFACTOR. Next, send an IM to SKYPEXFACTOR” with the message “I want tickets to The X Factor.” The message you send will be considered an entry.

Limit one entry per person and Skype account. You may not create multiple accounts using multiple identities to gain more than the entry limit. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason. We will disqualify any incomplete or illegible entry and entries in excess of the entry limit.

## WINNER SELECTION AND PRIZES

Potential (pending confirmation of eligibility) Winners will be selected to win prizes as follows:

<b>Drawing Date:</b>	<b>Number of Winners Selected</b>	<b>Prize</b>
November 12	3	Two tickets to see The X Factor on November 15, 2014. This is a ‘money can’t buy experience’. Tickets are not available for general sale
November 19	2	Two tickets to see The X Factor on November 22, 2014
November 26	4	Two tickets to see The X Factor on December 6, 2014

Winners will be selected from among all eligible entries received as of 17:30 GMT

on the Drawing Date. Non-winners in any drawing will be carried forward into the next drawing. Prize consists of tickets only, and winner and guest are solely responsible for any travel or cost associated with attending the event. Tickets are for the dates listed only and are non-transferrable to another date. Ticket holders under 18 years of age must be accompanied by an adult and the minimum age for a ticket holder is 12 years of age. If The X Factor show is cancelled for any reason, Sponsor will have no further obligation to the winner and guest. Winner and guest are subject to all terms and conditions of the Event venue.

If you are a potential winner, we will notify you via Direct Message on Skype to the account provided at time of entry within 24 hours following the random drawing. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate, randomly selected winner. If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the Skype account used to enter the Sweepstakes. If you are a potential winner, we may require you to sign an Affidavit of Eligibility, Liability/Publicity Release within 10 days of notification. If you are a potential winner and you are 16 or older, but are considered a minor in your place of legal residence, we may require your parent or legal guardian to sign all required forms on your behalf. If you do not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate, randomly selected winner.

If you are confirmed as a winner of this Sweepstakes:

You may not exchange your prize for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value; and

You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner; and

If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; and

If you are otherwise eligible for this Sweepstakes, but are considered a minor in your place of residence, we may award the prize to your parent/legal guardian on your behalf; and

**WHAT ARE YOUR ODDS OF WINNING?**

Your odds of winning this Sweepstakes depend on the number of eligible entries we receive.

## **WHAT OTHER CONDITIONS ARE YOU AGREEING TO BY ENTERING THIS SWEEPSTAKES?**

By entering this Sweepstakes you agree:

- o To abide by these Official Rules; and
  
- o To release and hold harmless Skype, and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Sweepstakes or any prize won; and
  
- o That Skype's decisions will be final and binding on all matters related to this Sweepstakes; and
  
- o That by accepting a prize, Skype may use of your proper name and state of residence online and in print, or in any other media, in connection with this Sweepstakes, without payment or compensation to you, except where prohibited by law.

## **WHAT LAWS GOVERN THE WAY THIS SWEEPSTAKES IS EXECUTED AND ADMINISTRATED?**

This Sweepstakes will be governed by the laws of the United Kingdom, and you consent to the exclusive jurisdiction and venue of the courts of the United Kingdom for any disputes arising out of this Sweepstakes.

## **WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE SWEEPSTAKES CAN'T RUN AS PLANNED?**

If cheating, a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Sweepstakes, we reserve the right to cancel, change or suspend this Sweepstakes. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Sweepstakes, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Sweepstakes.

If you attempt to compromise the integrity or the legitimate operation of this

Sweepstakes by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Sweepstakes, so please play fairly.

### **HOW CAN YOU FIND OUT WHO WON?**

To receive a list of winners send an email with the subject SkypeXfactor winners to mloubser@microsoft.com by December 30, 2014.

### **WHO IS SPONSORING THIS SWEEPSTAKES?**

Skype Communications S.a.r.l., 23-29 Rives de Clausen, L-2165 Luxembourg