

Microscan 2013 Holiday Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

The Microscan 2013 Holiday Sweepstakes shall be construed and evaluated according to U.S. law.

1. **ELIGIBILITY:** The Microscan 2013 Holiday Sweepstakes (the "Sweepstakes") is open only to participants who are (i) eighteen (18) years of age or older at the time of entry and (ii) not residents of countries embargoed by the United States. Employees of Microscan Systems, its affiliates, or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law.
2. **SPONSOR:** The Sweepstakes is sponsored by Microscan Systems, Inc., 700 SW 39th Street, Renton, Washington 98057 United States (the "Sponsor").
3. **RESPONSIBILITY OF THE SPONSOR:** Sponsor is not responsible for computer system, hardware, software, or program malfunctions or other errors, failures, or delayed computer transmissions or network connections that are human or technical in nature. Sponsor is also not responsible for incorrect or inaccurate entry of information by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error that may occur in the processing of entries in the Sweepstakes.
4. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **ENTRY PERIOD:** The Sweepstakes entry period begins at approximately 8:00 a.m. (PST) on December 2, 2013 and ends at 5:00 p.m. (PST) on December 31, 2013. Entries submitted prior to or after the Entry Period will be disqualified. No purchase is necessary to enter or win.
6. **ENTRY:** Participants may enter by (i) visiting the promotion website (<http://info.microscan.com/2013HolidaySweepstakes.html>) and submitting all required fields in the registration form during the Entry Period, or (ii) sending a fax to +1 (425) 26-8250 to the attention of Microscan Marketing with the full contact details of the participant and mentioning "Microscan 2013 Holiday Sweepstakes." There is a limit of one (1) entry per person. Subsequent entries will be void. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will also be void.
7. **DRAWING:** The Sweepstakes winner will be selected in a random drawing conducted on January 2, 2014, from among all eligible entries received. Judges' decisions are final and binding in all matters relating to the Sweepstakes. **ODDS OF WINNING ARE BASED ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.** The Sponsor will attempt to notify the potential winner via phone and/or email on January 2, 2014.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, the potential Sweepstakes winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. The winner must acknowledge notifications from the Sponsor and/or sign and return an Affidavit/Release, where required, regarding the Sweepstakes within seven (7) days in order to claim the prize. Prizes will be shipped by the Sponsor to a valid shipping address supplied by the winner. If a potential winner fails to acknowledge notifications from the Sponsor and/or sign and return an Affidavit/Release, where required, and provide a valid shipping address within the required timeframe of seven (7) days, he/she forfeits the prize and another winner will be selected by the Sponsor by random drawing from the remaining eligible entries.
9. **PRIZE:** There will be one (1) 32 GB Microsoft® Surface™ 2 tablet, including shipping costs, awarded. Microsoft Surface 2 accessories not included. Prizes are not transferable or refundable and must be accepted as awarded. No cash or

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other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and all other costs and expenses not listed above.

10. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to, fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of impairment. The 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, its affiliates, and its respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) 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 of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
12. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the State of Washington, the United States. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington. If any provisions of these official rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. All federal, state, and local laws apply.
13. **SWEEPSTAKES RESULTS:** To receive the name of the Sweepstakes winner, send a self-addressed stamped envelope to Microscan Marketing, 700 SW 39th Street, Renton, Washington 98057 United States. Requests must be received by January 31, 2014.
14. **PRIVACY NOTICE:** Consistent with information provided on the Sweepstakes promotion website (<http://info.microscan.com/2013HolidaySweepstakes.html>), entrants will be automatically opted in to email marketing from Microscan Systems, Inc. Email addresses received in connection with this Sweepstakes may be used for email marketing at a future date. Carefully review the Microscan [Privacy Policy](#) to understand how your privacy is protected.

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