

## The LifeProof Escape to X Games Minneapolis Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.**

- 1. ELIGIBILITY:** Open and offered only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico), who are 18 years of age or older (except residents of Alabama and Nebraska must be 19 years of age or older) at time of entry. Employees, officers and directors of Best Buy Stores, L.P. ("Sponsor"), Gage Marketing Group LLC ("Administrator"), Otter Products, LLC, ESPN Productions, Inc. and each of their respective parent entities, subsidiaries and affiliated companies, owners, shareholders, officers, directors, partners, agents, representatives and employees, advertising, promotion, or production agencies, any companies who are promotional participants or prize providers, web masters and web suppliers, and any companies who are performing work in Best Buy stores at the request of Best Buy (and their respective IRS dependents, immediate family members (parent, child, sibling and spouse) and individuals residing in their same household) are not eligible to participate. Void in Puerto Rico and where prohibited. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor or Administrator, which are final and binding.
- 2. ENTRY PERIOD:** The Sweepstakes begins at 12:00:00 p.m. (noon) Central Time ("CT") on May 2, 2017 and ends at 11:59:59 p.m. CT on May 31, 2017 ("Entry Period").
- 3. HOW TO ENTER:** Go to <https://www.BestBuySweeps.com/LifeProofSweepstakes/> during the Entry Period and follow the instructions to complete the entry form and confirm your agreement to the full Official Rules. **LIMIT ONE (1) ENTRY PER PERSON.** Any attempt by any person to obtain more than one entry may be disqualified. Administrator's computer is the official clock for the Sweepstakes.
- 4. RANDOM DRAWING:** Potential prize winners will be randomly selected on or about June 2, 2017, from among all eligible entries received by the entry deadline. The Administrator, an independent organization, whose decisions are final and binding in all matters relating to the drawing, will conduct the drawing. Odds of winning depend on the number of eligible entries received.

- 5. WINNER NOTIFICATION:** Potential winners will be notified via mail. In the event a potential winner does not accept the prize, or if prize is not deliverable, or a potential winner is ineligible or not in compliance with these Official Rules, the prize will be forfeited and awarded to an alternate winner, at the Sponsor's sole discretion. Unclaimed prizes will not be awarded. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners.

The potential Grand Prize winner will be required to complete and sign a IRS Form W-9, Declaration of Eligibility, a Liability Release and where lawful, a Publicity Release form within five (5) days of attempted notification. Each travel companion must also sign and return a release prior to tickets being issued. All releases and undertakings set forth in these Official Rules must be executed and undertaken by the parent/legal guardian of any minor travel companion, both on behalf of themselves and the minor; and the minor must be accompanied by his/her parent or legal guardian at all times during the trip. If the potential Grand Prize winner does not return documents in a timely manner, or accept the prize, or if the prize notification is not deliverable, or the Grand Prize potential winner is ineligible or not in compliance with these Official Rules, the Grand Prize will be forfeited and awarded to an alternate winner, time permitting and at the Sponsor's sole discretion.

**6. PRIZES:**

**One (1) Grand Prize:** A trip for the Grand Prize winner and up to three (3) travel companions to attend the 2017 X Games held at US Bank Stadium in Minneapolis, MN scheduled to occur on July 13, 2017 – July 16, 2017. Trip includes round trip coach airfare for the Grand Prize winner and travel companions from a major commercial U.S. airport nearest the Grand Prize winner's residence to Minneapolis, MN (determined by Sponsor in its sole discretion); hotel accommodations for 3-nights(two rooms, double occupancy) at a Sponsor-specified hotel; four (4) 3-day XIP X Games tickets (allows access to all bmx, moto x and skateboarding events as well as X Fest); a guided tour of US Bank Stadium; a meet and greet with certain LifeProof athletes (to be determined by Sponsor in its sole discretion), subject to availability; a Sponsor-specified swag bag; and \$1,200 in spending money. The approximate retail value ("ARV") of the Grand Prize is Eleven Thousand four hundred forty-six and No/100ths Dollars (\$11,446.00 U.S.D.)

The actual value of the Grand Prize may vary based on point of departure and airfare fluctuations, and any difference between actual costs and the ARV will not be awarded. All travel-related expenses not set forth herein, including ground

transportation, luggage fees, meals, service charges, facility charges, gratuities, and incidental hotel and personal expenses are the sole responsibility of the Grand Prize winner. Travel and accommodations are subject to change and availability and restrictions may apply. Once the trip is booked, any changes made at the Grand Prize winner's request are at his or her expense. Travel must be booked through Administrator or their designees. The Grand Prize winner and travel companions must have all required travel documentation (e.g. valid photo ID) prior to departure and are responsible for obtaining such travel documents; must travel on the same itinerary; must travel on the dates specified by Sponsor, which are subject to change; and must comply with all airport and venue security requirements; or the Grand Prize will be forfeited in its entirety and may be awarded to an alternate winner, at Sponsors sole discretion and time permitting. If the Grand Prize winner or travel companions engage in behavior that (as determined by Sponsor or any prize provider in their sole discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and or the applicable venue reserves the right to disqualify winner from receiving his or her Grand Prize. If the Grand Prize winner elects to travel with less than three (3) travel companions, no additional compensation will be awarded in lieu thereof. If the Grand Prize winner and his or her travel companions cannot travel within the specified timeline, the Grand Prize will be forfeited. If any of the Grand Prize winner's travel companions are deemed a minor in his or her state of residence, the Grand Prize winner must be such minor's parent/legal guardian or such minor must be accompanied by his or her parent/legal guardian who shall count as one of the three (3) travel companions. If the trip destination is less than 250 miles from the Grand Prize winner's residence, the Grand Prize winner will be provided with \$500 for driving/parking expenses in lieu of air transportation, at the discretion of Sponsor. No portion of the Grand Prize is redeemable or exchangeable for cash and tickets are subject to all terms and conditions of use as established by the ticket issuer. If any of the foregoing events or activities are delayed, postponed or cancelled for any reason, the travel portions of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation to the Grand Prize winner and no substitute or additional compensation will be awarded. Any unused portions of this Grand Prize package will remain the property of the Sponsor. Sponsor will not replace any lost, mutilated, or stolen tickets. The Grand Prize is nontransferable. The Grand Prize winner will be issued an IRS Form 1099 for the retail value of the prize and is advised to seek independent counsel regarding the tax implications of his/her prize winnings.

**Four (4) First Prizes:** A LifeProof Summer Pack which includes: one (1) Aquaphonics AQ10 speaker, one (1) NÜÜD Protective Waterproof Case for iPhone 7/7 Plus, one (1) LifeProof t-shirt, one (1) LifeProof hoodie; and one (1) Sponsor-specified LifeProof athlete autographed item. The ARV of each First Prize is Four Hundred fifty and No/100ths Dollars (\$450.00 U.S.D.). There is no monetary value associated with the autograph. Size of t-shirt and hoodie will be determined by the Sponsor.

**Sixteen (16) Second Prizes:** Subject to availability, winner's choice of: (a) one (1) NÜÜD Protective Waterproof Case for iPhone 7/7 Plus, approximate ARV of One Hundred Dollars and No/100ths Dollars (\$100.00 U.S.D.); or (b) one (1) Aquaphonics AQ10 speaker, approximate ARV of Two Hundred and No/100ths Dollars (\$200.00 U.S.D.).

Without limiting the foregoing, all prize details shall be determined in Sponsor's sole discretion. Total ARV of all prizes is \$16,446.00. Prizes consist of only the item(s) specifically listed as the prize for each category. Electronic prizes are subject to their respective manufacturer's warranty and/or terms and conditions. The ARVs of electronic prizes are 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. Winners are solely responsible for all applicable taxes, insurance and expenses not set forth herein which may be required for the enjoyment and use of the prize. Winners may not substitute, assign or transfer prize(s), but Sponsor reserves the right, in its sole discretion to substitute prize(s) with other prize(s) of equal or greater value should the advertised prize(s) (or any portion thereof) become unavailable for any reason. Prizes will not be fulfilled outside the 50 United States and District of Columbia.

**7. CONDITIONS OF PARTICIPATION:** Entrants agree (a) that Sponsor, Administrator, Otter Products, LLC, ESPN Productions, Inc. and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and Web masters and Web supplies, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, or participation in this Sweepstakes or any Sweepstakes related activity, or for any

printing, production, technical, typographical, human or other error in the printing, offering or announcement of the prize; and (b) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission for Sponsor and those acting under its authority to use their name, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, in perpetuity, without notice, review or approval. By participating in this Sweepstakes, you acknowledge and agree that Sponsor may collect the personal information submitted by you, and use the information pursuant to Sponsor's privacy policy available on-line at [www.bestbuy.com/privacy](http://www.bestbuy.com/privacy) or by calling 1-888-BEST BUY.

8. **LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Web site, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the Web site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or

submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and select winners from all non-suspect, eligible entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes. In the event of a dispute as to ownership of a winning entry, the owner of the e-mail address associated with the entry will be deemed the winner, subject to compliance with these Official Rules.

**IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WWW.BESTBUY.COM, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

9. **GOVERNING LAW:** Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of

the state of Minnesota, without regard to conflicts of law. All suits or claims brought in connection with this Sweepstakes must be brought in a state or federal court in Minneapolis, Minnesota.

10. **WIN LIST:** For the names of the winners, mail a self-addressed stamped envelope in a separate first class stamped envelope to The LifeProof Escape to X Games Minneapolis Sweepstakes Winners List, PO Box 270267, Golden Valley, MN 55427. Requests must be received by June 30, 2017.
  
11. **SPONSOR:** Best Buy Stores, L.P., 7601 Penn Avenue South, Richfield, MN 55423.  
**ADMINISTRATOR:** Gage Marketing Group, LLC, 10000 Highway 55, Minneapolis, MN 55441.