

OFFICIAL RULES  
“Undead Labs – Last Human Standing Promotion”

NO PURCHASE IS NECESSARY TO ENTER OR WIN

1. TO ENTER:

To enter the Undead Labs – Last Human Standing Promotion (the “Promotion”), members of the Undead Labs Forums must sign up at the following link: <http://bit.ly/1bqwQEk>

Beginning Monday, March 30, participants must check the forum thread entitled Last Human Standing once a day until the game concludes.

Only one entry per member will be accepted. Entrants should not create or use multiple email addresses or member accounts to enter the Promotion.

Comment entries that contain defamatory, obscene, lewd, or inappropriate text, language, images, or other material will be disqualified (as determined by Undead Labs in Undead Labs’ sole discretion).

No registration or paid subscription is required to enter. All sign-up entries must be received by March 30, 2015. Entries are limited to one entry per person over the Promotion Period (described in Section 2). Any attempt to exceed this limit may result in disqualification. By entering, entrants agree to comply with and be bound by these Official Rules including all eligibility requirements. Undead Labs reserves the right to verify eligibility of all entrants. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Undead Labs and its agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information at a website does not constitute proof of delivery or receipt.

Undead Labs reserves the right to modify the scheduling of the Promotion without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Promotion is prohibited and will result in the disqualification of entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an entry,

the entry will be deemed to be submitted by the person in whose name the email account is registered on the date the entry is submitted. Undead Labs may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Promotion in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other parties or representatives of Undead Labs.

## 2. PROMOTION PERIOD:

The Promotion begins at 3:00 PM PDT on March 25, 2015 and ends no later than 9:00 AM PDT on April 29, 2015 or whenever the final player wins (the "Promotion Period").

A computer owned by Undead Labs will be the official time-keeping device for the Promotion.

## 3. ELIGIBILITY:

The Promotion is open to all. The Xbox One prize may only be awarded to legal residents of the fifty (50) United States and the District of Columbia, other than Rhode Island, who are over the age of eighteen (18), but is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and where prohibited or restricted by law. Employees, officers, and directors of Undead Labs, its advertising and promotion agencies, and all parties responsible for the development and administration of this Promotion, and the immediate families (spouse, parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the households, of the above, whether related or not, are not eligible to participate.

The Promotion is subject to all applicable federal, state, provincial, territorial and local laws and regulations. By participating in the Promotion, and/or receiving a prize, entrants agree to release Undead Labs, its directors, employees, officers, and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the Promotion and, if declared a winner, the awarding, receipt, and/or use or misuse of a prize or participation in any prize-related activities.

## 4. WINNER SELECTION; NOTIFICATION; ODDS OF WINNING:

One member from the successful entries received during the Promotion Period, will be selected according to the rules of the Promotion no later than 9:00 AM PDT on April 29, 2015 for the grand prize. Undead Labs' decision making will be final and binding in all matters relating to this Promotion.

A minimum of three runner's up, plus four additional winners (one per week for the duration of the Promotion) will be selected for consolation prizes.

Odds of winning will depend upon the total number of eligible participants over the course of the Promotion Period. The winners will be notified via the email address associated with their Undead Labs Forum's member account during the Promotion Period. If a winner has not responded within 48 hours of the sending of notification by Undead Labs, an alternate winner will be selected by Undead Labs in its sole discretion (and will be subject to disqualification in the same manner). The winner will be required to execute and return a declaration or affidavit of eligibility, prize acceptance, liability & publicity release (except where prohibited) (the "Affidavit") within five (5) days of notification. In the event of a dispute over the identity of an entrant, the entrant will be the registered owner of the applicable Undead Labs Forum's member account.

Undead Labs does not assume any responsibility for entries that are lost, misdirected, that end up in a spam folder, or that were misspelled or incorrect in the online entry. Without limiting the above, forfeiture of a prize, in whole or in part, may result from any of the following at Undead Labs' discretion: (1) failure of a potential winner to execute and return an Affidavit (and a completed IRS Form W-9 if required by Internal Revenue Service regulations for residents of the United States), by the deadline specified in the notification; (2) the return of any notification or prize as undeliverable; and (3) any other non-compliance with these Official Rules. Undead Labs is not responsible for the failure for any reason whatsoever of a potential winner to receive any notification from Undead Labs, or for the failure of Undead Labs to receive any response or Affidavit from the potential winner. Return of any notification or Affidavit as undeliverable, the inability of Undead Labs to contact a potential winner, the failure of a potential winner to contact Undead Labs in a timely manner, the inability of a potential winner to accept or receive the prize for any reason, and/or the non-acceptance by a potential winner of any prize for any reason will result in disqualification of such potential winner, and an alternate winner will be selected from all remaining eligible entries received. In the event that, for whatever reason, Undead Labs cannot select a winner after two attempts, including, without limitation, because a potential winner does

not respond, refuses to accept a prize or for any of the other reasons identified in the preceding sentence, Undead Labs may, in its sole discretion, forfeit the prize for, and terminate the Promotion with respect to, that drawing.

By entering the Promotion (including submitting an entry), entrants agree to the use by Undead Labs and its designees of their name (first and last name), Undead Labs Forum's username (if other than their real name), photograph, and likeness for advertising, promotional and other marketing purposes, in perpetuity, in any and all forms of media (including the Internet) without additional compensation, except where prohibited by law. The winner may be required to sign a document to this effect. All entrant information will be used solely for the purposes of administering this Promotion, unless the entrant otherwise consents, and will be subject to the [www.undeadlabs.com Privacy Policy](http://www.undeadlabs.com/privacy-policy/) <http://www.undeadlabs.com/privacy-policy/>.

#### 5. PRIZE LIST:

One (1) Xbox One console, approximate value \$350.00

Five (5) game codes good for a copy of State of Decay Year One: Survival Edition, approximate value \$30.00 each

Five (5) zombie pins, approximate value \$5.00 each

One (1) hat, approximate value \$15.00

The winner is not entitled to the difference, if any, between the stated approximate and actual retail value of the prize. No substitutions, cash equivalents, or transfers of the prize are permitted. For the avoidance of doubt, the prize is personal to the winner and may not be transferred to the winner's successors, beneficiaries or assigns, whether by will, trust, agreement or otherwise. Undead Labs reserves the right to substitute a prize of equal or greater monetary value at any time in its sole discretion. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the prize is at the winner's sole risk and Undead Labs is not responsible for damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the prize to the greatest extent allowed by applicable law. Undead Labs reserves the right to verify eligibility of the winner. The prize will be awarded by email or such other method determined by Undead Labs, using the information provided in the Promotion Entry.

6. RELEASE AND LIMITATION OF LIABILITY: BY PARTICIPATING IN THE PROMOTION, ENTRANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS UNDEAD LABS, ITS RESPECTIVE AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS AND ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM THE PROMOTION OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF THE PRIZE THAT MAY BE AWARDED. RELEASEES ARE NOT RESPONSIBLE FOR COMPUTER, PRINTING, TYPOGRAPHICAL, HUMAN, OR OTHER ERRORS, INCLUDING, WITHOUT LIMITATION, ERRORS WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION, THE ANNOUNCEMENT OF THE PRIZE, THE PROCESSING OF ENTRIES OR IN ANY PROMOTION RELATED MATERIALS; OR FOR ILLEGIBLE ENTRIES OR ENTRIES THAT FAIL TO ENTER INTO THE PROCESSING SYSTEM, OR ARE PROCESSED, REPORTED, OR TRANSMITTED LATE OR INCORRECTLY OR ARE LOST FOR ANY REASON INCLUDING COMPUTER, TELEPHONE, PAPER TRANSFER, HUMAN OR OTHER ERROR; OR FOR ELECTRONIC, COMPUTER, OR TELEPHONIC MALFUNCTION OR ERROR. IF IN UNDEAD LABS' OPINION, THERE IS ANY SUSPECTED OR ACTUAL EVIDENCE OF ELECTRONIC OR NON-ELECTRONIC TAMPERING WITH ANY PORTION OF THE PROMOTION, OR IF COMPUTER VIRUSES, BUGS, UNAUTHORIZED INTERVENTION, FRAUD, OR TECHNICAL DIFFICULTIES OR FAILURES OR COMPROMISE OR CORRUPT OR AFFECT THE ADMINISTRATION, INTEGRITY, SECURITY, FAIRNESS, OR PROPER CONDUCT OF THE PROMOTION, OR IF THE PROMOTION CANNOT BE CONDUCTED AS DESCRIBED HEREIN FOR ANY REASON, UNDEAD LABS RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DISQUALIFY ANY INDIVIDUAL WHO TAMPERS WITH THE ENTRY PROCESS AND OR VOID ANY ENTRIES SUBMITTED FRAUDULENTLY, TO MODIFY OR SUSPEND THE PROMOTION, OR TO TERMINATE THE PROMOTION WITH OR WITHOUT NOTICE. AS A CONDITION OF ENTERING THE PROMOTION, ENTRANT AGREES THAT: A.) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; AND B.) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO

ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS FEES.

#### 7. GENERAL TERMS:

Undead Labs reserves the right to make changes or additions to these Official Rules and/or extend the dates of the Promotion Period for this Promotion for any reason at any time. Undead Labs' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, UNDEAD LABS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 8. DISPUTES:

a. Binding Arbitration. Each entrant agrees that any dispute, controversy or claim related to these Official Rules (a "Claim"), to the extent unable to be resolved through mutual negotiations, may, upon the election of either the entrant or Undead Labs, with the exception of those Claims expressly excluded in paragraph 8.e., be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in these Official Rules. In the event of a conflict between the terms set forth in these Official Rules and the JAMS Rules, the terms set forth in these Official Rules will control and prevail. Except as otherwise set forth in paragraph 8.e., an entrant may seek out any remedies available to him or her under federal, state or local laws, under provincial or local laws, in an arbitration action. As part of the arbitration, an entrant and Undead Labs will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Official Rules, (i) an entrant and Undead Labs may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the

arbitrator's decision is final, binding on all parties and enforceable in any court that has jurisdiction. BY AGREEING TO THIS ARBITRATION PROVISION, EACH ENTRANT UNDERSTANDS THAT HE OR SHE IS WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

b. Arbitration Fees. If an entrant initiates arbitration for a Claim, he or she will only need to pay an arbitration initiation fee of \$250 and Undead Labs will pay all other costs charged by JAMS for initiating the arbitration. If Undead Labs is initiating arbitration for a Claim, Undead Labs will pay all costs charged by JAMS for the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules. No entrant will be required to pay Undead Labs' attorneys' fees or other costs if he or she does not prevail in the arbitration. No entrant will seek attorneys' fees in the event they are deemed the prevailing party.

c. Location. The arbitration will take place in entrant's hometown area unless the parties agree to video, phone and/or internet connection appearances. Any Claim not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction in Seattle, State of Washington, United States of America, and each entrant agrees to submit to the personal jurisdiction of that court.

d. Restrictions. Each entrant agrees that any arbitration shall be limited to the Claim between Undead Labs and each such entrant individually. EACH ENTRANT FURTHER AGREES THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER.

e. Exceptions to Arbitration. Each entrant agrees that the following Claims are not subject to the above provisions concerning binding arbitration: (a) any Claims seeking to enforce or protect, or concerning the validity of, any intellectual property rights of Undead Labs; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such courts' jurisdiction in lieu of arbitration.

f. **Governing Law.** Except as otherwise provided in these Official Rules, these Official Rules will be governed by, and will be construed under, the laws of the State of Washington, without regard to its choice of law principles.

g. **Severability.** Each entrant agrees that if any portion of this paragraph 8 is found illegal or unenforceable (except any portion of paragraph 8.e.), that portion shall be severed and the remainder of the Section shall be given full force and effect. If paragraph 8.e. is found to be illegal or unenforceable then no entrant will elect to arbitrate any Claim falling within that portion of paragraph 8.e. found to be illegal or unenforceable and such Claim shall be decided by a court of competent jurisdiction within Seattle, State of Washington, United States of America, and entrant agrees to submit to the personal jurisdiction of that court.

**LIMITATIONS ON DAMAGES, VENUE, AND RESTRICTIONS ON CLASS ACTIONS ARE NOT PERMITTED IN ALL JURISDICTIONS AND SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**9. WINNER CONFIRMATION:**

An entrant may request the name of the winner by sending a self-addressed, stamped business-size (#10) envelope to:

Undead Labs  
Last Human Standing Promotion Confirmation Request  
93 S Jackson St PMB 80676, Seattle, WA, 98104.

Requests must be postmarked within three (3) days after the end of the Promotion Period and received within ten (10) business days after the end of the Promotion Period.

**10. SPONSOR:**

Undead Labs, 93 S Jackson St PMB 80676, Seattle, WA, 98104

Undead Labs' advertisers do not endorse or sponsor, and are not otherwise affiliated with, the Promotion.