

Posted January [__], 2021:

XBOX GAME Pass for PC GAME BUNDLE

Offer period ends on June 30, 2021 and coupon codes must be redeemed no later than February 28, 2022.

Terms and Conditions ("Terms")

2021 Crucial: XBOX GAME PASS FOR PC WITH Purchase of ELIGIBLE Crucial PRODUCTs (DRAM and SSD Components) OFFER AS SET FORTH IN TABLE A BELOW ("Offer")

Version: 1 [Posted: January [__], 2021]

Offer Overview: The Offer is an incentive program for the following eligible Crucial products ("Eligible Crucial Product") as defined below and specified in Table A. Crucial is a brand of Micron, Inc. with a primary address of: Micron Technology, 8000 South Federal Way Boise, ID 83707-0006 USA ("Promoter" or "Crucial"). Crucial, in conjunction with promotional sponsor Microsoft ("Microsoft"), will provide a unique coupon code ("Coupon Code") for download of a specified game pass with the purchase of an Eligible Crucial Product from the Crucial webstore only (Crucial.com, Crucial.de, Crucial.fr, uk.Crucial.com, it.crucial.com, eu.crucial.com, crucial.es (collectively, "Crucial Website")). Participants who redeem a Coupon Code will receive 1-month of the launch version of Xbox Game Pass for PC ("Application"). **NO OTHER RETAILERS OR E-TAILERS ARE PARTICIPATING IN THIS OFFER.** Prior to purchasing, it is recommended that Participant confirm that the product that Participant wishes to purchase qualifies as an Eligible Crucial Product, as set forth in Table A below. Participant will receive an order confirmation email at the email address provided when placing the order, after completing an eligible order from Crucial.com, containing the Coupon Code and instructions on how to redeem the code at Microsoft.com/redeem. If Participant does not receive the Coupon Code or has other problems with the Offer, please contact Crucial customer support at <https://www.crucial.com/support> .

1. TIMING

- a. **Offer Period:** Offer Period begins February 8, 2021 at 4:00:00 PM Eastern Time ("ET") and ends on June 30, 2021 at 11:59:59 PM ET, or when supply of Coupon Codes is exhausted, whichever occurs first. Please consult the world clock for time zone conversion information.
- b. **Purchase Period:** To receive a Coupon Code, Participant must purchase an Eligible Crucial Product during the Offer Period from the Crucial.com website.
- c. **Redemption Period:** The Coupon Code must be redeemed no later than February 28, 2022 to obtain Application downloads after which the Coupon Code is void.
- d. **Eligible Countries:** This offer is open to customers on a 1 per customer basis exclusively on Crucial.com in the following countries: United States, United Kingdom, Spain, Italy, Germany, and France.

2. HOW TO PARTICIPATE

- a. To receive a Coupon Code, Participant must purchase a qualifying Eligible Crucial Product from a Crucial.com during the Offer Period, and while supplies last. After purchasing an Eligible Crucial Product

the Participant will receive the Coupon Code included in the order confirmation email from Crucial at the email address provided when placing the order.

TABLE A: Eligible Crucial Products
All Crucial® Ballistix DRAM Products
All Crucial® MX500 SSD Products
All Crucial® X8 and X6 External SSD Products
All Crucial® P2 and P5 NVME SSD Products

3. MODIFICATIONS TO TERMS

- a. AS AVAILABILITY VARIES, APPLICATION(S) MAY CHANGE WITHOUT NOTICE.
- b. Promoter reserves the right to amend the Terms, including without limitation the specific Applications and/or Eligible Crucial Products in Table A or to extend the Offer Period.
- c. In the event of a modification to the Terms, Promoter will post amended Terms on the Crucial Website and will identify the effective date of the modified Terms, subject to applicable law.

4. APPLICATION

- a. The approximate retail value of 1-month of XBOX Game Pass for PC is \$10.00 USD.
- b. Promoter reserves the right to substitute an Application of equal or greater monetary value if the Application cannot be fulfilled for any reason.

5. REDEMPTION

- a. To Receive Your Code: Customers must purchase an eligible Crucial product from the Crucial Website in the United States, United Kingdom, Spain, Italy, Germany or France. Offer is limited to only 1 code per customer email account. Subsequent orders will not receive new game pass codes.

- i. After the eligible order is complete, customers will receive an order confirmation email containing the Xbox Game Pass for PC code at the email address provided when placing the order. An internet connection is required. Connection fees may apply.
 - ii. Coupon Code may not be sold, exchanged, transferred, offered as a prize, or in any way alienated by a Participant or any other person without the express consent of Promoter. Promoter reserves the right to take any and all actions at its disposal to stop unlawful use of the Coupon Code, including without limitation seeking injunctive relief, disqualifying a Participant, or voiding a particular Coupon Code.
 - iii. Coupon Code has no cash value.
 - iv. Applications are for personal use only.

- v. Minimum specifications to play the Application can be found at the Application provider's website.
- b. To Access Xbox Game Pass for PC: Upon successful Code redemption, Participant must visit the Application provider's website at www.microsoft.com/redeem to sign up for an account or to log in to an existing account and activate their Game Pass. When signing up for an account, Participant must agree to the applicable Xbox Game Pass terms and conditions. Use your active Xbox Game Pass for PC membership to play PC games on Windows 10 PC. App download, Windows update(s) and storage required. System requirements vary by game; performance scales with higher end systems. Game titles and number vary over time and by country. If your membership terminates or a game is removed, Participant must reactivate Participant's membership or buy the game to continue using any add-ons or items purchased for a game. ISP fees and age restrictions apply. Terms and exclusions apply to discount offers. Service, features, and requirements may change or be retired. Subject to Microsoft Services Agreement (microsoft.com/msa).
- i. Application will appear in Participant's Microsoft account, and Participant will be able to play Application from Participant's Microsoft account. Participant will access the Application through the Microsoft software in order to play the Application.
- ii. An internet connection is required.
- iii. APPLICATION PROVIDER'S WEBSITE AND THE APPLICATIONS MAY NOT BE PROVIDED IN PARTICIPANT'S LOCAL LANGUAGE.
- iv. Valid Application provider portal user account and acceptance of Application provider's terms and conditions are required.
- v. Application provider may impose additional restrictions or requirements. Participant may be required to wait for the Application's release date before accessing the Application.

6. GENERAL TERMS

- a. Eligibility
 - i. The Offer is open to participants who are of the age of majority in their country of residence or at least 18 years of age, whichever is older as of the start of the Offer Period ("Participant").
 - ii. Residents of the People's Republic of China, Burma, Cuba, North Korea, Syria, Sudan, Venezuela, and Iran or any country in which distribution of the Applications is prohibited by law or export restrictions or otherwise, or in which the Applications are not available or in which the Offer is prohibited, are not eligible. Employees of Promoter, its subsidiaries, affiliates and agents, and the immediate family (defined as parents, children, siblings and husband or wife) of each such employee, together with those with whom such employees are domiciled, are not eligible to participate in the Offer.
 - iii. Promoter reserves the right to disqualify any Participant if Promoter determines in its sole discretion that Participant's participation in the Offer or receipt of an Application would violate local law or cause damage to the reputation of Promoter and/or any other party.
- b. Acceptance of Terms

i. To the extent enforceable under applicable law, by participating in the Offer, Participant consents to be bound by these Terms.

ii. The decisions of Promoter with respect to any and all aspects of the Offer are final and binding.

c. Limitations

i. Limit: One (1) Application per eligible system or Eligible Crucial Product.

ii. Limit: One (1) Application per email address or person

iii. Limit: Two (2) Applications per household.

iv. Limit: Application must be redeemed within country of purchase.

d. Disclaimer of Liability

i. Promoter is not responsible, and Participant hereby releases and indemnifies Promoter for:

1. Invalid, incorrect, or unreachable email addresses or contact information provided by Participant;

2. Any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that Participant is prevented from participating in the Offer;

3. Any damage to Participant's computer and/or Eligible Crucial Product in the process of downloading or using an Application or redeeming a Coupon Code;

4. Any tax liability, if any, which is the sole responsibility of, and must be paid by, Participant;

5. Functionality or accessibility of an Application;

6. Viruses or malware associated with an Application; or

7. Breaches of any kind, including data breaches, associated with an Application. Participant agrees (as between Promoter and Participant) that the Application is provided as-is without any warranty by Promoter.

e. Choice of Law/Disputes

i. To the full extent permitted by the mandatory provisions of the applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participant and Promoter in connection with the Offer, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

ii. To the full extent permitted by the mandatory provisions of the applicable law, any and all disputes, claims and causes of action arising out of or connected with this Offer or any Coupon

Code provided shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate California State Court located in Santa Clara County, California.

iii. Some jurisdictions do not allow for limitations of certain remedies or damages and so this provision may not apply.

f. Termination

i. To the full extent permitted by the mandatory provisions of the applicable law, Promoter reserves the right to cancel the Terms of this Offer at any time without prior notice. Promoter may declare this Offer void where it is taxed, regulated, prohibited or restricted/prohibited by applicable law.

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