

**OFFICIAL RULES FOR “GAMESTOP® POWERUP REWARDS™ KINGDOM HEARTS
SWEEPSTAKES”**

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

1. The “GameStop® PowerUp Rewards™ *Kingdom Hearts* Sweepstakes” (“Sweepstakes”) begins 12:00 AM Eastern Time (“ET”) March 1, 2017 and ends 11:59 PM ET March 31, 2017 (“Sweepstakes Period”).

2. Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry. Void where prohibited by law.

3. You may enter the Sweepstakes in one (1) or more of the following three (3) ways:

(i) Log into your GameStop® PowerUp Rewards™ Member account (or, if not an existing PowerUp Rewards™ member, follow the instructions provided at <http://www.gamestop.com/gs/landing/powerup/> to join). Then, redeem accrued points for entry into the Sweepstakes as follows: two hundred (200) points to receive one (1) entry; one thousand (1,000) points to receive seven (7) entries; or two thousand (2,000) points to receive fifteen (15) entries. The number of points redeemed for entry will be deducted from your GameStop account. No points will be refunded or credited to your GameStop account once redeemed. You will not be permitted to submit any number of entries into the Sweepstakes if you do not have the required number of points to redeem for entries into the Sweepstakes. Online entries must be received by 11:59 PM ET March 31, 2017 to be eligible via this method of entry.

(ii) If you are a PowerUp Rewards™ Member (or, if not an existing PowerUp Rewards™ member, follow the instructions provided at <http://www.gamestop.com/gs/landing/powerup/> to join), pre-order or purchase the *Kingdom Hearts 1.5 + 2.5* (for PlayStation®4), or purchase the *Kingdom Hearts 2.8* game (for PlayStation®4) in-store at GameStop or online at www.gamestop.com during the Sweepstakes Period, and you will automatically receive two (2) entries into the Sweepstakes; Entrant must transact with entrant’s PowerUp Rewards™ Card to be eligible. Limit two (2) entries per transaction via this method. Transactions must be completed by 11:59 PM ET March 31, 2017 to be eligible via this method of entry.

(iii) To enter the Sweepstakes without a GameStop® PowerUp Rewards™ Member account, go to <https://gamestop.trymarkapps.com/gsa/kingdomhearts>, enter your date of birth, then complete and submit the entry form by providing your first and last name, street address, city, state, zip code, phone number (including area code) and e-mail address to receive two (2) entries into the Sweepstakes. Submission of erroneous or incomplete information will void the entries. All Entries become the property of the Sponsor and will not be acknowledged or returned. Online entries must be received by 11:59 PM ET March 31, 2017 to be eligible via this method of entry.

Limit five hundred ten (510) entries per person and per PowerUp Rewards™ Member account for the duration of the Sweepstakes Period, regardless of method of entry. All entries become the property of GameStop, Inc. (the “Sponsor”) and will not be acknowledged or returned. If entries are received in excess of the stated limitation from any person or PowerUp Rewards™ Member account during the Sweepstakes Period, regardless of method of entry, only the first five hundred ten (510) entries received from such person or PowerUp Rewards™ Member account will be eligible for entry. Should multiple users of the same PowerUp Rewards™ Member account or e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account subscriber of said PowerUp Rewards™ Member account or e-mail account at the time of entry will be considered the entrant and required to comply with these Official Rules and all requirements set forth herein. “Authorized account subscriber” is defined as the natural person who is assigned a PowerUp Rewards™ Member account by GameStop or assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. A random drawing will be conducted on or about April 5, 2017 from among all eligible entries received during the Sweepstakes Period. Drawing will be conducted by Trymark Consulting Group, L.L.C., an independent judging organization whose decisions are final and binding. Odds of winning will depend on the total number of eligible entries received.

5. Grand Prize package (1): Winner's choice of one (1) of the following options: Option 1) A trip for two (2) (one (1) winner and one (1) guest) to Anaheim, CA between July 13, 2017 and July 19, 2017. Trip consists of the following: roundtrip coach commercial air transportation from a major U.S. gateway airport nearest winner's residence (as determined by Sponsor and Square Enix, Inc. ("Square Enix")) to Anaheim, CA; standard double occupancy accommodations for six (6) nights/seven (7) days at a hotel designated by Sponsor and Square Enix (one (1) room only); ground transportation to/from destination hotel and airport; two (2)-day Park-hopper tickets for winner and guest to visit Disneyland and California Adventure between 7/17/17-7/18/17; a Disneyland Resort VIP tour (priority access to over 30 attractions, reserved seating for select shows, and a private tour guide) for winner and guest on a date to be determined by Sponsor and Square Enix; three (3)-day passes for winner and guest to visit the D23 Expo 2017 at the Anaheim Convention Center between 7/14/17-7/16/17; and a \$1,500.00 stipend for winner only (awarded in the form of a \$1,500.00 check). Total maximum Estimated Retail Value ("ERV") of Option 1 is \$9,896.00. Or, Option 2) \$9,896.00 (awarded in the form of a \$9,896.00 check). ERV of Option 2 is \$9,896.00. If Option 1 is chosen by winner, the actual Grand Prize value may vary based upon location of departure city and no compensation or substitution will be provided for any difference in prize value. Winner is responsible for all costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, and if Option 1 is chosen, winner is also responsible for luggage fees, additional ground transportation, meals, gratuities and souvenirs. Prize is not transferable, redeemable for cash, or substitutable except by Sponsor and Square Enix, which reserve the right, at their discretion, to substitute the prize or portion of the prize with one of comparable or greater value. All prize details are at the sole discretion of the Sponsor and Square Enix. Travel conditions for Option 1: Travel must be completed on dates specified by Sponsor and Square Enix. If potential winner is unable to complete travel on dates specified by Sponsor and Square Enix, the Grand Prize package will be forfeited and Sponsor and Square Enix will have no further obligation to such winner. Time permitting, Sponsor and Square Enix will use reasonable efforts to award the prize to an alternate winner. If, for whatever reason, any portion of the trip is cancelled or postponed, no compensation or substitution will be provided, however remainder of prize package will be awarded and Sponsor and Square Enix shall have no further obligation to such winner. Travel arrangements must be made through Sponsor's and Square Enix's agent, on a carrier of Sponsor's and Square Enix's choice at least forty-five (45) days prior to travel. Travel is subject to capacity controls, availability, and certain other restrictions, all of which are subject to change. Winner and guest must travel together on same itinerary, including the same departure location and date, destination and return location and date. No stopovers are permitted on tickets issued as a prize; if a stopover occurs, the prize will terminate at the stopover point and full fare will be charged for the remaining segments, including the return, of the trip. If winner resides within a one hundred (100)-mile radius of destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value. The "Released Parties" (as defined below) are not liable for any expenses incurred as a consequence of the cancellation or delay of any flight or ground transportation. Guest of winner must be of legal age of majority in his/her state of residence (and at least 18), unless he/she is winner's child or legal ward. Guest (or winner, if the guest is winner's child or legal ward) must execute and return a travel liability/publicity release prior to travel. Winner and guest are responsible for obtaining all travel documents required by the airline and comply with all applicable hotel check-in requirements, such as presentation of a major credit card. Winner and guest must comply with all applicable amusement park and tour rules and regulations. Sponsor and Square Enix reserve the right to deny participation or remove winner and/or guest from any tour or activity if either engage in illegal conduct or behave in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or appear to be under the influence of drugs or alcohol.

6. Employees of Square Enix, Trymark Consulting Group, L.L.C. and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers, and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of such employees, whether or not related, are ineligible to enter or win. Void where prohibited by law. Subject to all applicable federal, state and local laws and regulations.

7. Potential winner will be notified by e-mail and/or phone. If the potential winner is contacted by phone, Sponsor will make one (1) attempt to leave one (1) message. In the event that any e-mail to the potential winner is returned as undeliverable, any phone number provided by the potential winner is incorrect or no longer in service, a response to any given e-mail or phone call/message is not received within three (3) business days of date of its issuance or the potential winner is not in compliance with these Official Rules, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Potential

winner will be required to execute and return an affidavit of eligibility and a liability release from both Sponsor and Square Enix and, where legal, a publicity release within five (5) days of date of issuance of those documents or prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner. If winner is at least eighteen (18) but still considered a minor in his/her state of residence, prize may be awarded in the name of his/her parent or legal guardian who will be required to comply with all requirements imposed on winner set forth herein and such parent or legal guardian must accompany him/her on the trip as his/her guest. In the event potential winner is not in compliance with these Official Rules or the prize notification is returned as undeliverable, the prize may be forfeited and if time permits, at Sponsor's discretion, an alternate winner may be selected.

8. By participating, entrants agree as follows: a) to abide by these Official Rules, and to the decisions of Sponsor, Square Enix and the judging organization, which shall be final and binding in all respects; b) to the use of their names and/or likenesses and/or biographical data by Sponsor, Square Enix, and their designees if selected as the winner for advertising, promotional and other purposes in any or all media now or hereafter known throughout the world in perpetuity without compensation, permission or notification (except where prohibited by law); and c) THAT SPONSOR, SQUARE ENIX, TRYMARK CONSULTING GROUP, L.L.C., AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, THIRD PARTY LICENSORS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES OR THE USE OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO). PRIZE IS AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES. Released Parties are not responsible for lost, delayed, interrupted or unavailable network, server, cable, satellite, Internet Service Provider (ISP) or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, misallocated points or other errors or malfunctions of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the tabulation of the number of points earned or redeemed, the processing of pre-order or purchase transactions or entries, the announcement of the prize or in any Sweepstakes-related materials or for any damage to entrant's or other person's computer, hardware, software or any other property as a result of participation. Released Parties are also not responsible for entries or mail that are illegible, lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or postage due, or garbled or delayed by computer transmissions and all such entries are void. Persons found tampering with or abusing any aspect of this Sweepstakes or who are in violation of these Official Rules as solely determined by the Sponsor and/or the judging organization will be disqualified and all associated entries will be void. Every entry must be manually keystroked and manually entered by the individual participant and repetitive automated electronic submission of entries is specifically disallowed. Use of script, macro or automated entry software or programs or any other means that subvert the entry process is prohibited and all such entries will be void. In the event the Sweepstakes is compromised by virus, bugs, worms, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, or if Sweepstakes is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Sweepstakes or any portion thereof and/or terminate the participation of any entrant (and void his/her entry/ies) whose conduct potentially compromises the Sweepstakes and at its sole discretion, if terminated, to award the prize from among all eligible non-suspect entries received prior to the act requiring such termination. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. CAUTION: Any attempt by an entrant to damage the website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) to the fullest extent permitted by law. Sweepstakes is governed by the laws of the State of Texas without regard to its conflict of laws principles, with venue in Tarrant County, Texas.

9. EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE THAT A) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO

OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; B) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT ("FAA", Title 9 of the United States Code) UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION; C) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND D) JUDGEMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS SWEEPSTAKES, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR ENTRY, YOU MAY OPT-OUT OF THIS, AND ONLY THIS, PART OF THE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: "GAMESTOP® POWERUP REWARDS™ KINGDOM HEARTS SWEEPSTAKES" – ARBITRATION REJECTION, P.O. BOX 295, GAINESVILLE, VA 20156. ANY OPT-OUT RECEIVED AFTER THE THIRTY (30) DAY TIME PERIOD WILL NOT BE VALID AND YOU MUST PURSUE YOUR CLAIM, IF ANY, VIA ARBITRATION PURSUANT TO THESE OFFICIAL RULES. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

IN THE EVENT THAT YOU OPT-OUT OF THIS MANDATORY ARBITRATION PROVISION, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY A FEDERAL OR STATE COURT LOCATED IN TARRANT COUNTY, TEXAS.

10. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://www.gamestop.com/gs/help/PrivacyPolicy.aspx>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

11. The name of the winner (available after May 1, 2017) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: "GameStop® PowerUp Rewards™ Kingdom Hearts Sweepstakes" - Winner/Rules (please specify which), P.O. Box 295, Gainesville, VA 20156, for receipt no later than June 30, 2017. VT residents omit return postage on rules requests.

12. Sponsor: GameStop, Inc., 625 Westport Parkway, Grapevine, TX 76051.

Promoter: Trymark Consulting Group, L.L.C., P.O. Box 295, Gainesville, VA 20156.

Square Enix, the Walt Disney Company, and their respective subsidiaries and affiliates of each (including, but not limited to, Square Enix LLC, Square Enix Ltd., Square Enix Co., Ltd., Square Enix Holdings Co., Ltd., Crystal Dynamics, Inc., Eidos Interactive Corporation, or Io-Interactive A/S) are not sponsors of the Sweepstakes.

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