TRY PLAYSTATION VR

TERMS AND CONDITIONS

Try PlayStation VR is a program that allows consumers who receive invitation emails from Sponsor, Sony Interactive Entertainment LLC, 2207 Bridgepoint Parkway, CA 94404 (“PlayStation”) to participate in a 14-day trial of PlayStation VR. The fourteen (14)-day trial is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“Administrator”).

The Try PlayStation VR fourteen (14)-day trial offer is available from 12:00 PM Eastern Time (“ET”) on December 1, 2017 through 11:59:59 PM ET on December 14, 2017 (“Promotion Period”). There are a limited number of PlayStation VR Trial Bundles available for the fourteen (14)-day in home trial.

1. ELIGIBILITY: The Try PlayStation VR program is only available to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age on December 1, 2017 and who receive invitation emails from PlayStation.

Employees, officers, directors, representatives, and agents of PlayStation, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Try PlayStation VR program (“Promotion Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate.

You must have a valid credit card to participate in the Try PlayStation VR program. We will check to ensure that your credit card is valid when you provide your credit card information to the Administrator but your credit card will not be charged unless you decide to keep the PlayStation VR Trial Bundle or return the PlayStation VR Trial Bundle damaged or missing components. If you decide to keep the PlayStation VR Trial Bundle or return the PlayStation VR Trial Bundle damaged or missing components, we will charge your credit card $299.99.

You can only participate in the Try PlayStation VR program if you live in a jurisdiction that does not prohibit or restrict this type of offer. Your participation in the Try PlayStation VR program means that you represent and warrant the you meet all eligibility requirements that we outline in these Terms and Conditions and agree to follow these Terms and Conditions.

2. HOW TO PARTICIPATE: After you receive an email from PlayStation inviting you to participate in Try PlayStation VR, look for the unique code in the email. Then, during the Promotion Period, visit https://TryPlayStationVR.Com (“Website”) and enter your email address. You must register by providing all required information, including, but not limited to, first and last name (no initials), street address (no P.O. Boxes), city, state, ZIP Code, and phone number and must agree that you are at least eighteen (18) years old and to be bound by these Terms and Conditions. You must then provide unique code included = in the Invitation Email from PlayStation and a valid credit card number and information.

The first one thousand four hundred (1,400) eligible participants who submit the above valid information (subject to verification) will be sent a PlayStation VR Trial bundle that you will try-out for fourteen (14) days. The PlayStation VR Trial Bundle includes: one (1) PS VR headset,
one (1) PlayStation® Camera, two (2) PlayStation®Move Motion controllers, one (1) The Elder Scrolls V: Skyrim® VR Blu-ray Disc, and one (1) Demo Disc 2.0. PlayStation reserves the right to change the number of PlayStation VR Trial Bundles sent to eligible participants during the Try PlayStation VR program without notice.

Upon receiving a PlayStation VR Trial Bundle, you will have fourteen (14) calendar days to try out the PlayStation VR Trial Bundle. At the end of the 14-day trial period, you must follow the instructions provided with the Bundle that explains how to repack the Bundle items and send the Bundle back to PlayStation using the overnight pre-paid postage that we included with the Bundle when we sent it to you. To avoid being charged $299.99, you must return all of the items that you received in the PlayStation VR Trial Bundle using the packaging provided to the address provided on the pre-paid postage. We must receive the complete PlayStation VR Trial Bundle, undamaged, within ten (10) days of the end of the fourteen (14)-day trial period or, subject to our sole discretion, your credit card will be charged $299.99. Please note that your credit card statement will show that the charge was made to “PlayStation VR.”

By participating in the Try PlayStation VR program, you agree to pay $299.99 charged to your credit card if you do not return the PlayStation VR Trial Bundle undamaged and with all Bundle components to PlayStation within the time period outlined in these Terms and Conditions.

Please note that only one (1) PlayStation VR Trial Bundle is available through the Try PlayStation VR program per household.

3. LIMITATION OF LIABILITY: By participating in the Try PlayStation VR program you agree that PlayStation, Administrator, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration info or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Try PlayStation VR program; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Try PlayStation VR program and/or accepting the PlayStation VR Trial Bundle; and (viii) submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Terms and Conditions.

By participating in the Try PlayStation VR program, you agree: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of your rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Try PlayStation VR program; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties,
liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Try PlayStation VR program, including, but not limited to, any Try PlayStation VR program-related activity or element thereof, or participant’s participation or inability to participate in the Try PlayStation VR program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of an PlayStation VR Trial Bundle (or any component thereof); (d) any change in the PlayStation VR Trial Bundle (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged, or destroyed PlayStation VR Trial Bundle (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Try PlayStation VR program is not capable of running as planned, PlayStation reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Try PlayStation VR program and/or proceed with the Try PlayStation VR program. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS TRY PLAYSTATION VR PROGRAM IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. DISPUTES: THE TRY PLAYSTATION VR PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. YOU AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR TRY PLAYSTATION VR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE TRY PLAYSTATION VR PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.


6. GENERAL: The Try PlayStation VR program is subject to all federal, state, and local laws and regulations. Receiving any PlayStation VR Trial Bundle is contingent upon fulfilling all
requirements set forth herein. The Try PlayStation VR program valid for individual consumers only; requests from groups, clubs, or organizations and fraudulent requests will not be honored. Any attempted form of participation in the Try PlayStation VR program other than as described herein is void and will result in ineligibility to participate in the program. PlayStation reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Try PlayStation VR program, to be acting in violation of these Terms and Conditions, or to be acting with the intent to disrupt the normal operation of the Try PlayStation VR program. Any use of robotic, automatic, macro, programmed, third-party, or like methods to participate in the Try PlayStation VR program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE TRY PLAYSTATION VR PROGRAM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE TRY PLAYSTATION VR PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PLAYSTATION RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to the identity of a participant, the request will be declared made by the authorized account holder of the email address used to participate in the Try PlayStation VR program. "Authorized account holder" is defined as the natural person who is assigned to an email address by the internet service provider. You may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. PlayStation's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Try PlayStation VR program details contained in these Terms and Conditions and the Try PlayStation VR program details contained in any Try PlayStation VR promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging, and other promotional media), the details of the Try PlayStation VR program as set forth in these Terms and Conditions shall prevail.

WARNING: BEFORE USING, READ THE HEALTH AND SAFETY WARNINGS IN THE PLAYSTATION®VR INSTRUCTION MANUAL. CAREFULLY FOLLOW ALL INSTRUCTIONS FOR SETUP AND USE. PlayStation®VR is not for use by children under the age of 12. Some people may experience motion sickness, nausea, disorientation, blurred vision or other discomfort while viewing virtual reality content. If you experience any of these symptoms, stop using immediately and remove the VR headset. WARNING: IF YOU HAVE A HISTORY OF EPILEPSY OR SEIZURES, CONSULT A DOCTOR BEFORE USE. CERTAIN PATTERNS MAY TRIGGER SEIZURES WITH NO PRIOR HISTORY. BEFORE USING AND FOR MORE DETAILS SEE THE INSTRUCTIONS FOR THE PRODUCT OR CONTACT SIE CONSUMER SERVICES AT 1-800-345-7669.

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A PlayStation®4 system (sold separately) is required to use PS VR.
Be sure to always update your PS4™ system software and PS VR device software to the
most recent version.
Packaging imagery is for display purposes only. Actual product may differ.
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