

# Buy a Windows touch PC or tablet and get \$25 to use at the Windows Store.

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Terms and Conditions for the Buy a Windows touch PC or tablet and get \$25 to use at the Windows Store promotion.

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”) BEFORE PARTICIPATING IN THE PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICROSOFT ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE PROMOTION. BY PARTICIPATING IN THE PROMOTION, YOU (“CUSTOMER”) ARE DEEMED TO HAVE READ AND UNDERSTOOD, AND AGREED TO ABIDE BY, THESE TERMS AND CONDITIONS.**

1. Instructions on how to take part in this promotion form part of the terms and conditions. By participating, you agree to be bound by these terms and conditions.
2. To be eligible to participate in this promotion, you must be at least 13 years of age, and have an active Microsoft account.
3. If you are under 18 years of age, you must obtain parental/guardian consent before participating in this offer. Further, they must consent to these terms and conditions prior to your participation.
4. This offer is available through participating stores of JB Hi Fi, Dick Smith Electronics and The Good Guys (**Retailers**), and commences on 7/11/2013 and ends 24/12/2013 or until Eligible Devices (as defined below) last, whichever date is earlier (**Offer Period**).
5. To participate in this offer, you must, during the Offer Period, purchase a device in one of the Retailers' participating stores, which runs Windows RT, Windows 8, Windows 8.1 RT or Windows 8.1 with a touch screen (**Eligible Device**). Microsoft will pay you \$25 in the form of a code (**\$25 Payment Code**) to be used exclusively in the Microsoft Store (**Credit**). For the purposes of this offer, a Windows Phone touch device is not an Eligible Device. .
6. In order to redeem the Credit, customers that purchase a Windows RT and Windows 8 must update the software on their Eligible Device to Windows 8.1 RT or Windows 8.1. The complimentary update to Windows 8.1 is available through the Windows Store via [http://windows.microsoft.com/en-au/windows/buy?ocid=GA8\\_O\\_WOL\\_Hero\\_ShopHP\\_FPP\\_Null](http://windows.microsoft.com/en-au/windows/buy?ocid=GA8_O_WOL_Hero_ShopHP_FPP_Null). Internet Service Provider fees may apply. Depending on the Eligible Device, the upgrade download is between 1.5GB and 2.8GB.
7. In order to redeem your Credit:
  - a. Tap “Store” on your Eligible Device’s Start screen;
  - b. Swipe from top right, or right click;
  - c. Click on “Your Account” and login to your Microsoft account; and
  - d. Enter the \$25 Payment Code.

8. The Credit must be redeemed by 28/02/2014.
9. The Credit is taken to have been redeemed at the time of receipt into the promoter's database and not at the time the \$25 Payment Code is entered by you in accordance with the instructions above.
10. Subject to applicable laws, including Australian classification laws, the Credit can be used to purchase any product available on the Windows Store (**Eligible Purchase**). There are some age restrictions placed on some products, including Xbox games. Further, to use some features of certain products, a paid subscription is required.
11. If you wish to use the Credit to make an Eligible Purchase which exceeds \$25, you are responsible for paying the difference in cost.
12. If you are under 18 years of age, the Credit must be redeemed by your parent/guardian.
13. The Credit must be spent by 30/6/2014 or within 120 days of redemption, whichever date comes first.
14. Except as required by law, the Credit cannot be redeemed or exchanged for cash. Further, you can only use the \$25 Payment Code once to claim the Credit.
15. These terms and conditions do not, nor do they purport to, limit, exclude or modify any **non-excludable statutory guarantees as provided under the Competition and Consumer Act 2010 (Cth), or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.**
16. Except for any liability that cannot by law be excluded, the promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of you participating in this offer.
17. The promoter is Microsoft Pty Ltd (ACN 002 589 460) of 1 Epping Road, North Ryde, NSW 2113.