## WPC 2015: Selfie Competition - Terms and Conditions ("Terms and Conditions")

 ELIGIBILITY. This promotion is open to any person resident in the United Kingdom who is eighteen (18) years of age or older at the time of entry and who is a registered member of the website <u>http://www.twitter.com</u> (the "Website"). IF YOU ARE NOT A REGISTERED MEMBER OF THE WEBSITE YOUR ENTRY WILL NOT BE VALID AND YOU WILL NOT BE ABLE TO WIN A PRIZE. Follow the instructions on the Website to register.

Employees of Microsoft or its affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse and life partners).

2. **ENTRY**. Participants must take a selfie with their own device and tweet a photograph that captures the 'spirit of WPC 2015'. Participants must attend WPC 2015 in person in Orlando. Tweets must be sent to @mspartnersuk and include the hashtag #WPCUK

To the extent that entry requires the submission of user-generated content such as photos, videos, music, artwork, essays, etc., entrants warrant that their entry is their original work, has not been copied from others, and does not violate the privacy, intellectual property rights or other rights of any other person or entity.

Entries will be ineligible if they (a) are incomplete; (b) exceed the maximum number of entries allowed per person; (c) violate the rights of any other person or entity; (d) are received outside of the Promotion Period set out below; and/or (e) are reported to violate the terms governing use of the Website.

Only one (1) entry per person will be accepted. No purchase necessary to enter the promotion. Entry constitutes full and unconditional acceptance of these Terms and Conditions. Microsoft is not responsible for lost, corrupted or delayed entries. Microsoft reserves the right to disqualify anyone who violates these Terms and Conditions.

- TIMING. This promotion runs from 00.01:00 am Eastern Time (UTC 5) on Sunday 12<sup>th</sup> July 2015 until 14.59:59 Eastern Time (UTC - 5) on Wednesday 15<sup>th</sup> July 2015 (inclusive) (the "Promotion Period").
- 4. **USE OF YOUR ENTRY.** Personal data which you provide when you enter may be used for future Microsoft marketing activity if you indicate your consent on the entry form (if applicable). Otherwise your personal data will be used by Microsoft and agents acting on Microsoft's behalf only for the operation of this promotion.
- 5. **SELECTION OF WINNER(S)**. All valid entries will be judged as a finalist. The winning entry/entries will be determined by a panel of judges with at least one (1) independent judge on Wednesday 15<sup>th</sup> July 2015. Judging will be based on:
  - The selfie sent to @mspartnersuk that includes the hashtag #WPCUK and that best represents the 'spirit of WPC 2015' to be determined by a panel of judges with at least one (1) independent judge.

A maximum of one (1) prize per eligible entry is allowed. The winner(s) will be notified through the website (Twitter) by Thursday 16<sup>th</sup> July 2015. If a potential winner has not confirmed receipt of the notification within ten (10) days after the first attempt, an alternative winner will be selected on the same basis as described above. The winner(s)

may be asked to provide identification proving their eligibility before they are entitled to receive the prize. The winner(s) may be asked to participate in further publicity or advertising.

6. **PRIZE(S)**. There will be one prize(s) in total. The prize(s) will be as follows:

• Surface Pro 3 128 GB i5 + Surface Pro 3 Type Covers RRP: £958.99

The prize(s) is/are as stated and is/are not transferable. No cash alternatives available. Microsoft reserves the right to substitute any (or all) prize(s) with (a) prize(s) of equal or greater value. The prize(s) will be sent by Microsoft or its agent no later than twenty eight (28) days after the winner(s) has/have been selected. Unless otherwise stated, the prize(s) are subject to their manufacturer's warranty and/or terms and conditions.

The prize(s) may be considered a taxable benefit to the winner(s). The winner(s) will be directly responsible for accounting for and paying to HMRC, or other relevant tax authority, any tax liability arising on their prize. Please contact <u>ukstat@microsoft.com</u> for any query related to the taxable amount for reporting to HMRC, or other relevant tax authority.

- 7. **LIST OF WINNER(S)**. Each winner consents to his/her surname being made publicly available upon request. The name(s) of the winner(s) will be available for a period of twenty eight (28) days after the selection of the winner(s) by written request to a-mam@microsoft.com.
- 8. **OTHER**. No correspondence will be entered into regarding either this promotion or these Terms and Conditions. In the unlikely event of a dispute, Microsoft's decision shall be final. Microsoft reserves the right to amend, modify, cancel or withdraw this promotion at any time but only before the delivery of the prize(s), without notice.

Participants in this promotion agree that Microsoft will have no liability whatsoever for any injuries, costs, damage, disappointment or losses of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in this promotion. Nothing in this clause shall limit Microsoft's liability in respect of death or personal injury arising out of its own negligence or liability arising out of Microsoft's fraud.

Microsoft cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

9. **SPIRIT OF THE COMPETITION**. If an entrant attempts to compromise the integrity or the legitimate operation of this promotion by hacking or by cheating or committing fraud in any way, we may seek damages from that entrant to the fullest extent permitted by law. Further, we will disqualify that entrant's entry to this promotion and may ban the entrant from participating in any of our future promotions, so please play fairly.

**Promoter:** Microsoft Limited ("Microsoft"), Microsoft Campus, Thames Valley Park, Reading, RG6 1WG, England