

## **Microsoft**

### **Download Now to Win a Nokia Lumia 920 Windows Phone Competition**

1. Instructions on how to enter form part of the conditions of entry. By participating entrants agree to be bound by these conditions.
2. The promoter is Microsoft Pty Limited, ACN 002 589 460 of 1 Epping Road, NorthRyde, New South Wales, 2113.
3. Entry is open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the promoter to enter into a further agreement as evidence of consent to this promotion. Employees and their immediate families of the promoter, its retailers, suppliers and associated companies and agencies are not eligible to enter.
4. The promoter reserves the right to verify the validity of entries and to disqualify any entrant who the promoter believes either has tampered with the entry processor has submitted an entry that is not in accordance with these conditions of entry.
5. The competition commences at 12.00am AEST on Wednesday 6th March 2013 and closes at 11.59pm AEST on Sunday 31st March 2013. Two entries per email address apply, where one entry is a completed download of Windows Server 2012 plus answers to the two questions: (1) How many virtualised servers do you have? and (2) How many are running the latest version of Microsoft Hyper-V (Window Server 2012)? and the other entry option is the completed download of System Center 2012 SP1 (Microsoft System Center Private Cloud Evaluation Software) plus answers to the two questions: (1) How many virtualised servers do you have? and (2) How many are running the latest version of Microsoft Hyper-V (Window Server 2012)?.
6. The first entry randomly drawn from all valid entries received will win a Nokia Lumia 920 Windows Phone. Total number prizes = 1. Total prize value = \$829. Prizes are not transferable or exchangeable and are not redeemable for cash.
7. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
8. All entries become the property of the promoter. The promoter's decision is final and no correspondence will be entered into. No responsibility is accepted for entries not received by the promoter. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.
9. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The promoter accepts no responsibility for any variation in the value of the prize. The promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.

10. There is an equal probability of winning each time you enter. All prizes will be distributed. If necessary, a second draw will be conducted at 12.00pm on Monday 15<sup>th</sup> July 2013 at Microsoft Australia, 1 Epping Road, North Ryde NSW 2113. The winner will be contacted in writing via email within two (2) business days of the draw to distribute any unclaimed prizes subject to any directions given by any relevant authority.
11. The prize will be drawn at 12.00pm on Monday 15<sup>th</sup> April 2013 at Microsoft Australia, 1 Epping Road, North Ryde NSW 2113. The winner will be contacted in writing via email within two (2) business days of the draw and the name will be published online at <http://aka.ms/downloadtowin> on Monday 22<sup>nd</sup> April 2013. The promoter's decision is final and no correspondence will be entered into.
12. Any costs associated with entering the competition and accessing the website are the responsibility of the entrant.
13. The promoter assumes no responsibility for, and the entrant releases the promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.
14. 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.**
15. 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 the promotion.
16. To the fullest extent permitted by law and without limiting any other conditions of entry, the promoter may, in its discretion, terminate, modify or suspend the promotion, subject to any directions given by any relevant authority. All entrants participating in the promotion at the point of termination, modification or suspension of the promotion will be notified by the promoter in writing. In the event of modification or suspension of the promotion, the entrant may choose to terminate their participation in the promotion at no cost.

17. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this promotion. The promoter may also share data provided by entrants in connection with this Promotion on a confidential basis with International Data Corporation (IDC), for IDC to use in developing its market analysis and intelligence reports. By entering this promotion entrants consent to the use of their information as described. Entrants may access and/or change their data by following the procedures in the promoter's privacy policy which is available at [www.microsoft.com/australia/privacy](http://www.microsoft.com/australia/privacy). The promoter will only use your personal details for marketing purposes outside those described above if you "opt in" to join the mailing list when prompted.
18. Permit Numbers: NSW Permit No LTPS/13/01341, ACT Permit No TP 13/00721