

COMPETITION RULES - CTRL - SHIFT - B CONTEST

1. DEFINITIONS

1. "Competition": the competition named "CTRL - SHIFT - B"
2. "Competition Period": period during which the participation in the competition is possible: from 01/07/2014 00:00 to 30/09/2014 23:59
3. "Purchase obligation": none
4. "Participant": everyone who wants to participate in the Competition by completing the required specifications on the provided format <http://www.microsoft.com/nl-be/msdn/CTRLSHIFTB>
5. "Performance": the performance which has to be fulfilled (at best effort) by the Participant in order to be eligible to win the Prize, as described under article 3:
6. "Prize": the reward presented to the Winner(s) of the Competition, consisting of:
 - Regarding Challenge 1 : two cinema tickets
 - Regarding Challenge 2 : a Nokia Lumia 1320*
 - Regarding Challenge 3 : XP points on DVLUP.com**

Participants that complete all three challenge can win one of the three XBOX Ones that we give away.***

(*data plan required, carrier fees apply)

(**please see <https://www.dvlup.com/Terms#> for more details)

(***The winners will be announced in October once the contest is over and the device will be delivered upon availability in Belgium.)

In total, 518 Prizes will be granted.

7. "Microsoft": Microsoft NV, with its registered office at Da Vincilaan 3, 1935 Zaventem, registered with the Crossroad Bank of Enterprises under number 0437910349 or any affiliated enterprise.
8. "Organizer": Microsoft and any enterprise which may be appointed by Microsoft for the organization of the Competition and can be contacted by email at : msdnbewm@microsoft.com

2. PARTICIPATION

1. The Participant can only participate in the Competition during the Competition Period and upon acceptance of the Competition Rules. Entry to the Competition implies full and unconditional acceptance of all provisions of these Competition Rules, and any decision related to the Competition of Microsoft.
2. The Competition is only open for:
 - natural persons having their official residence in Belgium or Luxembourg and being IT developers expect for the Xbox challenge where we limit the contest to participants resident in Belgium only; and
 - legal entities established in Belgium or Luxembourg – expect for the Xbox challenge where we limit the contest to participants resident in Belgium only.
3. In case the Participant is a natural person, only one participation will be allowed per stated residence (the first one). In case the Participant is a legal entity, only one participation will be allowed per legal entity. In case more than one participation is registered from the same stated residence/legal entity, only one participation (randomly selected) will be withheld for the Competition. It is not possible for a natural person to participate in the Competition as well in his own name as in the name and on behalf of the legal entity.

4. All Participants participating collectively or in a de facto partnership in order to increase their chances of winning, are excluded from participation.
5. Any Participant represented by or any employees of Microsoft, employees of any Microsoft subsidiary, immediate family of (parent, sibling, spouse, child) or household member of a Microsoft employee or an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Competition will be excluded from participation.
6. The Competition is only accessible to persons of minimum 18 years old (on the date of submission of the participation details).
7. In case the Competition is submitted to a purchase obligation, the Participant will have to be able to submit a valid prove of purchase (payment ticket) of the designated products/services from the designated stores, dated within the Competition Period, to the Organizer.
8. The Participant, who participates as a natural person (not on behalf of a legal entity) can only participate in his own name. Participation in the Competition is always at the Participant's own risk.
9. If more than one participation is submitted by one person or legal entity, only one participation (which will be selected at random) will be taken into account.
10. The Participant is responsible for submitting correct participation data. He guarantees that the data has been submitted by himself and that the information is conform to the guidelines of the Organizer. He will hold the Organizer harmless against any loss, damage, liability, etc... directly or indirectly resulting from any breach to this obligation.
11. Participation data will be submitted in the language of the Competition.
12. Information regarding Participants will be verified through various channels. The information must be factually accurate. Inaccurate information regarding a Participant or regarding a participation will result in the rejection of the participation or the withdrawal of the awarded Prize.
13. The Organizer will be entitled to refuse at any time any participation that is considered as inappropriate by the Organizer (for any reason whatsoever), without giving formal notice thereof and without this resulting in any liability for the Organizer.

3. PERFORMANCE

The Performance can be executed in three challenges and consists of:

- 1) **Challenge 1:** The Participant has to take 3 free MVA virtual courses on demand and send in their submission through Instant.ly on the microsite. This needs to be done before 30/09/2014 23:59.

The first 250 participants that completes this challenge and who find the answer to the winning question win two cinema tickets.

- 2) **Challenge 2 :** The Participant has to upgrade his app to Windows 8.1, use at least one of the features listed on the microsite and send in their submission through Instant.ly on the microsite. This needs to be done before 30/09/2014 23:59.

The first 15 submissions that upgrade their app to Windows 8.1, use at least one of the features listed on the microsite and who find the answer to the winning question will be selected as the winners.

- 3) **Challenge 3 :** The Participant has to take part in the Belgian Special Challenge on DVLUP.com and send in their submission through Instant.ly on the microsite. This needs to be done before 30/09/2014 23:59.

Every participant that takes part in the Belgian Special Challenge on DVLUP.com and sends in their submission through Instant.ly on the microsite wins XP points, as stipulated on DVLUP.com terms and conditions: <https://www.dvlup.com/Terms#>.

Participants can participate in all three challenges.

Participants that complete all three challenge can win one of the three XBOX Ones that we give away by filling in the form of the XBOX One contest on the microsite.

The three participants that answer the winning question correctly or that provide the number that is closest to the actual numerical answer win a XBOX One.

3. SELECTION OF THE WINNER

1. At the end of the Competition Period (or shortly thereafter), 6 Winners will be selected based on the Performances of the Participants as described under article 3. In case of a tie, the winning order will be determined by casting lots.
2. The Organizer will appoint an objective jury, which will select the Winner(s) of the Competition. The decision of the jury will be final. There will be no correspondence, discussion or negotiation with regard to this decision.
3. The Participant agrees a) to hold the jury harmless against any liability regarding any aspect of the selection procedure and b) not to file any claim resulting from or related to the selection procedure.
4. After the selection of the Winner(s) of the Competition by the jury, the Organizer will contact the Winner(s) per email on 31/10/2014 at the latest in order to deliver the Prize at the address given by the Participant (ground floor). The Prize will be received by the Participant himself or by a duly assigned representative of the Participant (written proof thereof must be submitted). When the Organizer is not able to deliver the Prize to the Winner(s) within a period of 3 months after the selection of the Winner(s), despite several attempts to do so, the latter will irrevocably lose his right to the Prize.
5. In case the Participant is a legal entity, the Winner(s) will receive the Prize in its/their capacity of legal entity, will be responsible for the internal application of the Prize and will hold the Organizer harmless from any liability in this regard.
6. The Prize is personal and cannot be traded, for any other good, for cash, or discount with regard to a purchase.
7. The Winner(s) will be exclusively responsible for any potential taxes due on the Prize.

4. PRIVACY

1. Within the scope of this Competition, following personal data of the Participants will be collected and processed: the name, address, birth date, e-mail address, (mobile) phone number. In addition, the servers used by the Organizer may automatically register certain data, such as: IP-address, browser data, date and time.
2. The personal data will be collected, processed and used for the following purposes:
 - the realization and execution of the Competition;
 - to provide the Participant with dedicated offers regarding Microsoft products/services and those of other carefully selected organizations, such as a Sponsor;
 - to be able to send the Participant a newsletter, an offer, user information, service notices or any other electronic message;

- to be able to analyze, maintain, secure and optimize its website and the corresponding technologies;
 - to comply with the applicable laws and regulations.
3. The controller of the processing operation is the Organizer.
 4. The processing operation is carried out by an external processor who will treat and secure the personal data of the Participants with the utmost carefulness.
 5. The Organizer and the external processor will abide by the requirements set forth in the Belgian Act concerning the Protection of Personal Data and other relevant laws and regulations. The person in charge of the processing of the personal data in this regard is the Organizer, (msdnbewm@microsoft.com, Corporate Village | Da Vincilaan 3 | 1935 Zaventem). The personal data will be saved during 30 days in function of the above listed purposes. Afterwards the personal data will be deleted.
 6. The Participant consents to the processing and storage of his personal data communicated to the Organizer, under the terms & conditions set forth in the applicable Act on the Protection of Personal Data. The Participant agrees that this information can be transferred by the Organizer to certain selected third parties (both within and outside of the European Union) within the scope of the above listed purposes.
 7. The Participant has the right to request the access to his personal data, and to request the rectification or the deletion of his personal data by contacting the Organizer (msdnbewm@microsoft.com, Corporate Village | Da Vincilaan 3 | 1935 Zaventem). This will be free of charge.
 8. The winner grants the Organizer permission to publish his name and the name of his duly assigned representative receiving the Prize on the appropriate forum within the scope of the Competition.

5. COOKIES

1. The Organizer can make use of "cookies" on the Microsoft website. These are small files containing data which are saved to the hard drive of the computer of the Participant, but which are not harmful to the computer or the files saved on the computer.
2. The Organizer can also make use of "session cookies", that do not contain personal data and are exclusively used to facilitate the use of the Microsoft website for the Participant. These files are automatically removed when the browser is shut down.
3. In addition, the Organizer can make use of "persistent cookies". With these files the Microsoft website can recognize the Participant the next time he visits the website. This way the website can be personalized for the Participant and it allows to improve the use of the Microsoft website even more. Persistent cookies, are used for instance, to track which products and/or services the Participant purchases or to save the preferences he listed for a certain service of webpage. Furthermore, these cookies can be used to tailor advertisements on the website he visits to his needs and preferences, and to register how often a certain advertisement will appear. The information acquired through these cookies will automatically be removed 30 days after the last visit of the website.
4. In the browser settings, the Participant can decide whether he wants to accept or decline the use of cookies, or if he wants the browser to inform him whenever a cookie is used. In case he declines, he will still be able to visit most parts of the Microsoft website.

5. INTELLECTUAL PROPERTY

1. The winners grant the Organizer permission to display their campaign app(s) on the microsite page: <http://www.microsoft.com/nl-be/msdn/CTRLSHIFTB>

2. Any and all data, information, company logos, texts, programs and images of advertisements placed on or through the app might be subject to intellectual property rights, including but not limited to copyright, neighboring rights, trademarks, database rights and other (intellectual) property rights.
3. All accompanying rights, related to the app, will be transferred entirely, free of charge and perpetually to the Organizer.
4. The Winners grant the Organizer permission to publish its name and the name and portraits of its duly assigned representative receiving the Prize on the appropriate forum within the scope of the Competition. The accompanying intellectual property rights will be transferred free of charge and perpetually to the Organizer.

1. LIABILITY

1. Participation in the Competition is at the Participant's own risk.
2. The Organizer monitors the regular course of the Competition, the strict application of the Competition Rules, the selection of the winners, the award of the prizes and the sending or handing over of the prizes. Against decisions of the Organizer no recourse is possible.
3. The Organizer is not responsible or liable for the loss, delay or damaging of information/(personal data) which occurs during the forwarding thereof or any other way of communication thereof.
4. The Organizer is not liable for any disruption in the registration of any participation nor for any cancellation, change, interruption or postponement of the Competition whether such is caused by force majeure or other causes outside of the will or control of the Organizer.
5. The Organizer is not liable for any unlawful use of its systems by any third party.
6. The Organizer is not liable for any information provided by the Participants and/or third parties that causes damage to the Organizer, the other Participants and/or third parties.
7. The Organizer is not liable for any shortcoming in the services regarding the prize of the Competition.
8. The Organizer is not liable for accidents with/during one of the Competition prizes, or any form of damage caused by or with one of the Competition prizes.
9. The Organizer reserves the right, within reasonable limits and taking into account the specific circumstances, to amend the Competition Rules and/or to interrupt the Competition, without prior notice thereof and without any liability. The Participant has the responsibility to check the Competition Rules regularly.
10. No action or omission on behalf of the Organizer will be considered as an implicit waiver of rights.
11. Entry to the Competition implies knowledge and acceptance of the characteristics and the limitations of the Internet, more specifically regarding the technical performance, the risk of breakdowns and, more generally speaking, the risks inherent to any connection and transfer via the Internet, the lack of security of certain data against possible diversions and the risks of possible viruses on the network. The Organizer can therefore under no circumstance be held liable for transmissions via the Internet, bad operation of the Internet and/or used software, the consequences of viruses, bugs, anomalies, technical defects, any technical, hardware and software shortcomings whatsoever.
12. The Organizer is not liable for direct or indirect damage following a breakdown, dysfunctions, the disqualification of participants or the termination of the Competition for whatever reason. This also applies to any direct or indirect damage that might arise from a connection with his site. Every Participant must take all necessary measures to protect his/her data and/or the software programs on his/her IT equipment and/or site from any infection whatsoever. The connection with the Competition site and the entry to the Competition fall under the full responsibility of the participants.

7. APPLICABLE LAW & COMPETENT COURT

These Competition Rules are subject to the Laws of Belgium. Any dispute arising from or in connection with these Competition Rules shall be submitted to the exclusive jurisdiction of the Courts of Brussels without prejudice to the right of the Participant to submit a dispute the courts of the place of its residency (in case the Participant is a natural person).