

Game of Skill Terms (form)

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, North Ryde, New South Wales, 2113.
3. Entry is open to Australian residents aged 18 and over who are existing Windows Phone Marketplace account holders and have submitted an application which has been approved and is available on Marketplace. 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 process or has submitted an entry that is not in accordance with these conditions of entry.
5. To enter the competition, entrants must create an application and upload it to Windows Phone Marketplace (<http://create.msdn.com>). The name of that application, as well as the email address used to submit the application must then be submitted using the competition form located at (<http://msdn.microsoft.com/en-au/gg243452.aspx>).
6. For your entry to be accepted your application must meet Microsoft's requirements for applications and be accepted by Microsoft and available for download on Marketplace by 9am EST 14th of March 2011
7. The competition commences at 9am (EST) on 17th of December 2010 and closes at 11:59pm (EST) on 28th of February 2011. There are no restrictions to the number of applications that an individual can submit to Marketplace and correspondingly, there are no restrictions to the amount of unique application links that can be submitted. However, only one entry per application can be submitted for judging.
8. All valid entries received by the closing date will be reviewed by the judging panel. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on originality, creativity, marketability and the potential popularity of the application.
9. The best entry as determined by the judging panel will win a trip to attend Microsoft MIX 2011 from April 12-14, 2011 in Las Vegas including flights and accommodation as well as a HTC 7 Mozart. Flights will be economy class from the winner's nearest capital city, and accommodation will be four star (depending on availability). The value of this prize is approximately \$10,000 RRP and will depend on the origin of the flight and accommodation. Any money remaining from the allocated \$10,000 after flights, accommodation and MIX ticket is bought will be given as spending money to the winner. 5 x runners up prizes of a HTC 7 Mozart will be awarded to the next best entries as judged by the judging panel.

The value of this prize is \$864 RRP per handset. Total number prizes = 6. Total prize value = \$15,184. Prizes are not exchangeable, transferable or redeemable for cash. Travel arrangements are at the promoter's discretion and dependent on the winner's nearest Australian capital airport, however the winner must be available to travel between the 11th and 15th of April 2011. If the promoter is unable to supply the nominated prize, the promoter reserves the right to supply another prize of greater or equal value.

10. All meals, beverages, extra activities, spending money, mobile phone plans and charges and all other ancillary costs (including travel insurance and any visa requirements) not expressly provided, as well as obtaining any of these, are the responsibility of the winner. In the event that, for any reason whatsoever, the winner does not take an element of the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
11. If an application is submitted to Windows Phone Marketplace by an organisation, and that application is determined as the winner of any of the prizes referred to in Clause 9, the prize will be awarded to the organisation and it is at the discretion of the organisation in question to select and nominate a person from the organisation to redeem the prize. Microsoft is not responsible for the organisation selection and nomination of the person within the winning organisation, nor any employment, tax or other implications which the organisation and/or the person selected to redeem the prize will or may incur. Microsoft will not be liable to any other person within the organisation whom the organisation does not select or nominate to redeem the prize. For the avoidance of doubt – only one prize will be awarded and each prize will only be capable of redemption by one person.
12. While the application submitted to Windows Phone Marketplace remains the property of the entrant, the entries themselves as submitted at [<http://msdn.microsoft.com/en-au/gg243452.aspx>] 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.
13. 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.
14. The stated prize value is the recommended retail value (\$14,320 + 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.
15. Winners of all prizes will be notified via telephone and email.
16. In the event that a prize is not claimed by 9am 21st March 2011 the judges will select an alternate winner to receive the prize. For the avoidance of doubt, should the winner not be able to attend the Microsoft MIX 2011 event on the travel dates specified by the Promoter for any reason (including visa issues), the judges will select an alternate winner to receive the prize.

17. Subject to any applicable law which cannot be excluded, the promoter and its related bodies corporate shall not be liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the promotion or any prize.
18. Before the prize is awarded, the winner will be required to sign a form to release the promoter from and indemnify the promoter against, any and all liability arising from the use or participation in the prize.
19. Any costs associated with entering the competition and accessing the website are the responsibility of the entrant.
20. 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 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.
21. 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. 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. 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.