

## **THE MICROSOFT Cloud Society Master of the Month CONTEST (“Contest”) Terms and Conditions (“Terms and Conditions”)**

These are the official rules that govern how the Microsoft Insert the title of your promotion here Contest will operate. This promotion will be simply referred to as the “contest” throughout the rest of the Terms and Conditions.

In these Terms and Conditions, “we,” “our,” and “us” refer to Microsoft Middle East & Africa, the sponsor of the contest, represented by the HQ office Microsoft Gulf FZ LLC, Dubai Internet City Building 8, P.O. Box 52244. “You,” and “yourself” refer to an eligible contest entrant.

1. **Contest Description.** This is a skill-based contest, where skill shall be used to determine the winner(s). The object of this contest is to promote learning and we would be considering the individuals who are Cloud Society registered members completing at least one course, getting a certificate and posting it on LinkedIn, using #MicrosoftCloudSociety. For purposes of this contest, each submission you enter into the contest will be called an “entry.” All eligible entries received will be judged using the criteria described below to determine winners.
2. **ELIGIBILITY.** This contest is open to any person who is a resident in Middle East and Africa including Pakistan, who is eighteen (18) years of age or older at the time of entry, who is not involved in any part of the administration and execution of this contest, and who is a registered member of the website <http://www.cloudsociety.microsoft.com> (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).
3. **ENTRY.**
  - a. To be eligible for judging under Section 7 Part 1 described below, an entry must meet the following content/technical requirements:
    - The individual must be registered to the Cloud Society Program
    - the individual must complete at least 1 course and get the certificate
    - the individual must create a post on LinkedIn, uploading the certificate (as an image/pdf/screenshot), using #MicrosoftCloudSociety
4. **ENTRY REQUIREMENTS.**
  - a. To the extent that entry requires the submission of user-generated content such as photos, videos, music, artwork, essays, etc., you warrant that your entry is your 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;
  - b. You also warrant that you have obtained permission from any recognizable person (parent/guardian, if a minor) that appears in your entry to submit your entry in this contest and to use their personal data in the entry for the purposes of the contest (if applicable);
  - c. Entries will be ineligible if they (a) are incomplete and do not meet the 3 pre-requisites – registrations to cloud Society program, Completion of course,

Creating LinkedIn post with certificate and #MicrosoftCloudSociety; this is an always-on competition and you can have as many certificates and related posts on LinkedIn. There is no need to submit an entry and an individual fulfilling the requirement will be considered as entries automatically. Submission of an 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 contest runs from 1:00 am Gulf Standard Time on 15<sup>th</sup> February 2018 until 11:59:59 pm Gulf Standard Time on 15<sup>th</sup> March 2018 (inclusive) (the "Promotion Period") Entries must be received within the entry period to be eligible.

**5. POTENTIAL USE OF YOUR ENTRY.** By entering this contest you:

- a. Understand that the 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 contest.
- b. Are granting us an irrevocable, worldwide right and license for the duration of the protection of the copyrights to:
  - i. Reproduce, copy, modify or alter your entry with all known all later developed means;
  - ii. Use, review, assess, test and otherwise analyse your entry and all its content in connection with this contest and any future contests sponsored by Microsoft; and
  - iii. Feature your entry and all its content in connection with the promotion of this contest in all media (now known or later developed);
- c. Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- d. Understand and acknowledge that that Microsoft and other entrants may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;
- e. Understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;
- f. Understand that you will not receive any compensation or credit for use of your entry, other than what is described in these official rules.

Please note that following the end of this contest your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

If you do not want to grant us these rights to your entry, please do not enter this contest.

**6. SELECTION OF WINNER(S).**

a. **Part 1 – Game of Skill:**

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 10<sup>th</sup> of every month. Judging will be based on:

- Maximum engagement to the single post of a user
- In case of a tie, we will look for individuals with maximum number of courses completed and shared using the specified rules under section 3

A maximum of one (1) prize per eligible entry is allowed. The winner(s) will be notified in accordance with section 9 below by 12<sup>th</sup> of every month. If a potential winner has not confirmed receipt of the notification within two(2) 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.

7. **PRIZE(S).** There will be 1 prize per month in total. The prize will be as follows:

Quantity of each prize	Prize (in order of first prize, second prize, third prize etc.)		Approximate Retail Value
1	- LinkedIn membership upgrade to premium - Recognition on the Cloud Society website for a month and in the monthly Cloud Society Reporter		USD 30
		<b>Total Value of all prizes</b>	

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 the relevant tax authority, any tax liability arising on their prize.

8. **NOTIFICATION.** If you are a potential winner, we will notify you by email or through LinkedIn by the date mentioned in Section 7 above. If the notification that we send is

returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate winner.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the contest.

If you are a potential winner, we may require you to sign a declaration of eligibility, use, indemnity, and liability/publicity release.

9. **OTHER.** No correspondence will be entered into regarding either this contest 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 contest at any time but only before the delivery of the prize(s), without notice.

Participants in this contest 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 contest. 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.

This contest will be governed by the laws of Middle East and Africa, and you consent to the exclusive jurisdiction and venue of the courts of the United Arab Emirates, DIFC Free Zone, for any disputes arising out of this contest that are not resolved amicably between the Parties.

10. **SPIRIT OF THE COMPETITION.** If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this contest, we reserve the right to cancel, change or suspend this contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the contest, we reserve the right to select winners based on the criteria specified above from among all eligible entries received before we had to cancel, change or suspend the contest.

Computer "hacking" is unlawful. If you attempt to compromise the integrity or the legitimate operation of this contest by hacking or by cheating or committing fraud in any way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future contests, so please play fairly

11. **PRIVACY.** Microsoft's and LinkedIn's privacy policy will apply to this contest and to all information that we receive from your entry. Please read the privacy policy on the contest entry page before accepting the official rules and submitting your entry. Please note that by accepting the official rules you are also accepting the terms of the privacy policy. In addition, Microsoft will not share your name, LinkedIn ID, email address, contact number or any other personal information we may collect from you with any third party that is not related to Microsoft. The information that we collect from you during the contest is used for competition purposes only. Your personal details will only be used for previewing your photograph with your name on the contest submission tab where applicable,

notifying and assessing winners, arranging prize collections and marketing winners in online and offline media. By entering this contest you agree to have acknowledged, read, understood and accepted all LinkedIn Terms and Conditions.

**Promoter:**

Microsoft Gulf FZ LLC,  
Dubai Internet City Building 8,  
Sheikh Zayed Road,  
P.O. Box 52244,  
United Arab Emirates