

Terms & Conditions Microsoft Awards 2019

PLEASE NOTE:

It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions. If you are participating in violation of your employer's policies, you may be disqualified from entering or receiving awards. Microsoft disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this matter, and awards will only be awarded in compliance with the employer's policies.

GOVERNMENT EMPLOYEES:

Microsoft is committed to complying with government gift and ethics rules and therefore government employees are not eligible.

This Contest is hosted in the Czech Republic and Slovakia, and entry information is collected on computers in the Czech Republic. This Contest will be governed by the laws of the Czech Republic, and you consent to the exclusive jurisdiction and venue of the courts of the Czech Republic for any disputes arising out of this Contest. If you do not agree with this provision and these Official Rules, please do not enter this Contest.

COMMON TERMS USED IN THESE RULES:

These are the official rules that govern how the Microsoft Awards 2019 program Contest promotion will operate ("Contest").

In these rules, "we," "our," and "us" refer to Microsoft Corporation, the sponsor of this Contest. "You" and "Company" refers to an eligible Contest entrant.

CONTEST DESCRIPTION:

This is a skill-based Contest.

The object of this Contest is to recognize the best Solution(s). For purposes of this Contest, "Solution" means a product application or implementation that: (i) uses the most recent versions of Microsoft technologies; and (ii) alleviates customer pain or solves a related business problem.

Partners will be asked to describe their successful implementation of a Solution for a specific customer and show how the Solution added business value. For purposes of this Contest, each "Solution" you create will be called an "entry". All eligible entries received will be judged using the criteria described below to determine the winners of the awards described below.

NOTE:

If your customer has any proprietary rights in and to the Solution you submit, as a condition of being named a winner in this Contest, your customer must be willing and able to grant to you and Microsoft the right and permission to feature and otherwise describe the Solution in a case study and to use the case study for promotional, editorial, demonstration or any other related purposes. If your customer is not willing to and/or is unable to grant such permission, then you should not enter the Solution in this Contest.

CAN I ENTER?

You are eligible to enter this Contest if you meet the following requirements at time entry:

You are a company actively enrolled in the Microsoft Partner Network (MPN) in Czech Republic and Slovakia, or as it was previously known, the Microsoft Partner Program (MSPP) with a valid ID; and If you are 18 of age or older, but are considered a minor in your place of residence, you should ask your parent's or legal guardian's permission prior to submitting an entry into this Contest; and You are NOT an employee of Microsoft Corporation or an employee of a Microsoft subsidiary; and You are NOT involved in any part of the administration and execution of this Contest; and You are NOT an immediate family (parent, sibling, spouse, or child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Contest.

This Contest is void outside the geographic area described above and wherever else prohibited by law.

WHAT CONSTITUTES AN ELIGIBLE ENTRY?

To be eligible for judging an entry must meet the following content / technical requirements:

Submit entries using the registration form enclosed to the invitation email or download it from Yammer Group dedicated to Microsoft Partner Awards 2019. Submit entries in the Czech or Slovak language [Please note that the Solution may be developed in any language but the entry itself must be submitted in the Czech or Slovak language]. Solution must have at least one commercial customer and the solution must have been delivered after July 1, 2019 OR has been significantly changed or upgraded since July 1, 2019. Solution must be developed primarily using Microsoft software and/or hardware.

While some of the Contest Award categories are open to all entrants without restriction, many category awards may include more strict entry requirements, including the earning of pre-requisite Microsoft competencies. Entrants can view complete awards descriptions and eligibility criteria. Answers provided in the Microsoft Awards 2019 Submission Tool remain confidential and are not made public without the partner's consent.

In addition:

Your entry must be your own original work; and you must have obtained any, and all consents, approvals or licenses required for you to submit your entry; and your entry must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names or images without their express written consent.

Entries may NOT contain, as determined by us, in our sole and absolute discretion, any content that: is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; is obscene or offensive; defames, misrepresents or contains disparaging remarks about other people or companies; communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or violates any law.

We reserve the right to reject any entry, in our sole and absolute discretion, that we determine does not meet the above criteria.

HOW WILL MY ENTRY BE POTENTIALLY USED?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you: are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest; and (ii) feature your company, employees, entry and all content in connection with marketing, sale, or promotion activities (including but not limited to internal and external sales meetings, conference presentations, tradeshow, marketing and advertising materials, and screen shots in press releases) in all media (now known or later developed);

agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;

understand and acknowledge that Microsoft 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;

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;

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 the details of your entry may be posted on a website 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.

ENTRIES SUBMISSION

You may submit more than one entry in any category and you may be chosen as a finalist and/or winner in more than one category.

We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

any incomplete or illegible entry; and

any entries that we receive from you that are in excess of the entry limit described above.

FINALIST AND WINNER DETERMINATION AND AWARDS

On or around the close of the Entry Period, a panel of judges will review all eligible entries received and select up to two runner-up finalists and one winner for each of the Contest Awards described below based upon the judging criteria described below within each of the award specific guidelines.

Finalists and winners will be contacted during the May, 2020 to the e-mail address, the phone number, or mailing address (if any) provided at time of entry and must agree at that time to participate in the Awards Program. We will make three (3) attempts to contact each finalist and winner to confirm their participation. If we are unable to make contact in three (3) attempts, we will notify the next runner-up finalist and give that company the opportunity to verify their participation. PLEASE NOTE that agreeing to participate as a finalist or winner does not mean that you are required to attend the Microsoft Awards 2019 Ceremony.

Finalists, winners and their guests who choose to attend the Microsoft Inspire Conference in person are responsible for all registration, travel and personal expenses associated with attending the event.

CONTEST AWARDS

Category of Microsoft Awards 2019 are:

- Banking, capital markets and insurance
- Retail, FMCG and e-tail
- Manufacturing and commodity distribution
- Healthcare
- Education, training and non-profit organizations
- Public sector and modern city
- Artificial Intelligence
- Security and protection of sensitive data
- Innovation and modernization of applications using platform services in the cloud
- Cultural change in organization using Microsoft technologies

One award (1) winner and one award (1) finalist will be named for each of the awards in the Czech Republic and, also in the Slovakia. In exceptional cases there could be two award (2) finalists.

Microsoft Awards 2019 benefits:

Customized logos that help you showcase your company as an honored Microsoft partner. Published PR article in digital media. Plaque and certificate to signify your success. The event is a unique opportunity to network with Microsoft executives in specific business areas and strengthen relationships with Microsoft business groups.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?

By signing and submitting an entry to Microsoft, you hereby acknowledge and agree:

To abide by these Official Rules; and

To release and hold harmless Microsoft and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest, or any prize won; and

That Microsoft's decisions will be final and binding on all matters related to this Contest; and

That Microsoft may use of your proper name and state/country of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.

Finalists should be prepared to provide additional materials required for editorial or promotional purposes and to help promote the Microsoft Awards 2019 Program. Additional materials may include, but are not limited to, screen images, photographs of the development team, company logo (both on disk and a high-resolution printout), and video source.

WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINISTRATED?

This Contest will be governed by the laws of the Czech Republic, and you consent to the exclusive jurisdiction and venue of the courts of the Czech Republic for any disputes arising out of this Contest.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS PLANNED?

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 from among all eligible entries received before we had to cancel, change or suspend the Contest.

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 Contest, so please play fairly.

HOW CAN I FIND OUT WHO WON?

Entrants can find out who won either by attending the awards ceremony, post on Microsoft Czech and Slovakia Yammer Partner Group, online media, email communication with results to all participants.

WHO IS SPONSORING THIS CONTEST?

Microsoft s.r.o
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