

Microsoft Innovative Educators Surface Expert - Terms and Conditions

1. Instructions on how to enter this MIE Surface Expert promotion (**Promotion**) form part of the terms and conditions of entry. By participating, Eligible Entrants agree to be bound by these terms and conditions.
2. The promoter is Microsoft New Zealand Limited of Microsoft House, Level 5/22 Viaduct Harbour Avenue, Auckland CBD, Auckland 1010 (**Promoter**).
3. Entry is open to New Zealand residents aged over 18 who are active members of the Microsoft Innovative Educators community or education influencers in the Microsoft Education community in New Zealand (**Eligible Entrants**). Eligible Entrants may enter the Promotion as many times as they like.
4. Employees, and their immediate families, of the Promoter, its retailers, suppliers and associated companies and agencies are not eligible to enter.
5. Microsoft is committed to complying with Government gift and ethics policies. Employees and independent contractors of the Government must adhere to gift and ethics policies applicable to them when entering the Promotion or accepting any prize.
6. The Promotion commences at 15:00 (Auckland time) on 05/08/2020 and closes at 17:00 (Auckland time) on **03/10/2020 (Promotion Period)**.
7. To enter, Eligible Entrants must, during the Promotion Period, produce, using a Surface device, a short 'Surface tips video' demonstrating the educational benefits/top tip (teaching and learning) of using a Surface device. The video must be shared to Twitter, with @MSNZEducation tagged and hashtags #TeachWithSurface and #MicrosoftEdu used.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any Eligible Entrant whom the Promoter believes has tampered with the entry process or has submitted an entry otherwise than in accordance with these terms and conditions.
9. All valid entries received during the Promotion Period will be reviewed by the judging panel, appointed by the Promoter in the Promoter's sole discretion. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged by the judging panel based on originality, the quality of the tip and its application to real world scenarios (**Judging Criteria**).
10. The judging panel will select five main prize winners, and ten runner-up prize winners. Each main prize winner will receive a Surface Pro 7 Prize Pack, valued at \$2288.90 NZD (Device valued at \$1849 + Type cover valued at \$279.9 + Pen valued at \$159.95). Each runner-up prize winner will receive a pair of Surface Headphones, valued at \$404.95 NZD . The total number prizes is 15 and the total prize pool is valued at \$15,494 NZD.
11. Prize winners will be notified via a direct message on Twitter by 07/10/2020 and must claim their prize by 16:00 on 14/10/2020 by emailing

nzeducation@microsoft.com. In the event that a prize is not claimed by 16:00 on 14/10/2020 the prize will be forfeited by that prize winner.

12. In the event that a prize is forfeited by a prize winner the judging panel will select an alternate winner on the basis of the Judging Criteria, and notify that alternate winner via direct message on Twitter by 16/10/2020. In the event that the alternate winner does not claim their prize by 16:00 on 21/10/2020 then the prize will be forfeited by the alternate winner and neither cash nor any other prize will be awarded in lieu of that prize.
13. Prizes are not exchangeable, transferable, or redeemable for cash. If the Promoter is unable to supply the nominated prize for any reason, the Promoter reserves the right to supply another prize of greater or equal value.
14. All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into. The Promoter takes no responsibility for entries not received, incomplete, invalid, 'hacked' or otherwise fraudulent. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.
15. Eligible Entrants warrant that their entry in the Promotion does not breach the intellectual property rights of any third party. The Eligible Entrant indemnifies and will keep the Promoter, its officers, employees, agents and associated companies indemnified against any loss, costs (including legal costs), expenses or liability the Promoter, its officers, employees, agents and associated companies may suffer arising out of a breach by the Eligible Entrant of this clause.
16. The stated prize values are the recommended retail value (including GST) in New Zealand provided by the supplier and are correct at the time of printing these terms and conditions. The Promoter accepts no responsibility for any variation in the value of the prizes. The Promoter and its officers, employees, agents and associated companies accept no responsibility for prizes damaged or lost in transit.
17. Costs associated with entering the Promotion are the responsibility of the Eligible Entrant. Any costs or taxes arising from, or in connection with acceptance of the prize, including call and internet access fees and fringe benefit taxes are the responsibility of the winners and not the Promoter.
18. Eligible Entrants agree, at the Promoter's request, to participate in any promotional activity (including, but not limited to, promotion of their video for marketing purposes) surrounding the Promotion or the winning of any prize. Eligible Entrants agree that they will not be remunerated for this participation. Eligible Entrants consent to the Promoter, its officers, employees, agents and associated companies using their name and image in any media in perpetuity, without limitation and without compensation to the Eligible Entrant.
19. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Consumer Guarantees Act 1993, or any other warranties (whether express or implied) under any legislation which cannot be excluded.

20. 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.
21. To the fullest extent permitted by law and without limiting any other terms and conditions of entry, the Promoter may, in its discretion, terminate, modify or suspend the Promotion. The Promoter will notify all Eligible Entrants participating in the Promotion at the point of termination, modification or suspension of the Promotion via the webpage where these terms and conditions are displayed. In the event of modification or suspension of the Promotion, the Eligible Entrant may choose to terminate their participation in the Promotion at no cost.
22. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter. The Eligible Entrant releases Twitter from all liability in relation to the Promotion. The Eligible Entrant is providing information to the Promoter and not to Twitter.
23. The Promoter will collect, store and use Eligible Entrants' personal information (being each Eligible Entrant's Twitter profile details) for the purposes of conducting the Promotion (which may include disclosure to third parties) and for publicity purposes surrounding the Promotion. By entering the Promotion, Eligible Entrants consent to the use of their personal information as described. Eligible Entrants may access and/or change their personal information held by the Promoter by following the procedures in the Promoter's privacy policy which is available at www.microsoft.com/privacystatement. The Promoter will only use personal information for marketing purposes outside those described above if Eligible Entrants "opt in" to join the mailing list when prompted.
24. Failure by the Promoter to exercise any of its rights contained within these terms and conditions at any time does not constitute a waiver of those rights.
25. The Promotion is governed by, and construed in accordance with, the laws of New Zealand and by entering the Promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of New Zealand.