

**MICROSOFT MICROSOFT OPERATIONS PTE LTD POWER APPS FOR ALL ONLINE COMPETITION CONTEST  
TERMS AND CONDITIONS**

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THE CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICROSOFT OPERATIONS PTE LTD (“MICROSOFT”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE CONTEST. BY ENTERING THE CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.**

**1. SPONSOR**

These Terms and Conditions (“Terms and Conditions”) govern the operation of the Power Apps For All Online Competition Contest (“Contest”). Microsoft Operations Pte Ltd located at 1 Marina Boulevard #22-01, Singapore 018989 is the Contest Sponsor (“Sponsor”).

**2. DEFINITIONS**

In these Terms and Conditions, "Microsoft", "we", "our", and "us" refer to Sponsor and “you” and "yourself" refers to a Contest participant, or the parent/legal guardian of any minor Contest entrant. By entering you (your parent/legal guardian if you are a minor) agree to be bound by these Terms and Conditions.

**3. ENTRY PERIOD**

The Contest starts at 12:01 a.m. (SGT) on November 16, 2020 and ends at 11:59 p.m. (SGT) on February 12, 2021 (“Entry Period”).

**4. ELIGIBILITY**

You must legally reside in Bangladesh, Indonesia, Malaysia, New Zealand, Philippines, Singapore, Sri Lanka or Thailand and be 18 years or older to be eligible. Minors must have consent of a parent or legal guardian.

Employees and directors of Microsoft Corporation and its subsidiaries, affiliates, advertising agencies, and Contest Parties are not eligible, nor are persons involved in the execution or administration of this Contest, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household).

**GOVERNMENT GIFT AND ETHICS POLICIES:** Microsoft is committed to complying with Government gift and ethics policies. Employees and independent contractors of the Government (including education) must adhere to gift and ethics policies applicable to them when entering the Contest or accepting any prize.

**5. HOW TO ENTER:**

To create an entry, you are required to create your application using Microsoft Power Apps and document the use of the application using video, images or a mix of both.

To submit an entry, you are required to complete the following 2 (two) steps

(a) register for the competition on our website ([aka.ms/powerappsforallAPAC](https://aka.ms/powerappsforallAPAC)), and,

(b) post a publicly viable message on LinkedIn, Facebook or Twitter that includes your entry, the Contest hashtag #PowerAppsForAllAPAC. All elements must be included to be eligible. The account settings for this message must be set to "unprotected" or "public" to be eligible. This promotion is in no way sponsored, endorsed, or administered by or associated with LinkedIn, Facebook, Twitter. You understand that you are providing your information to the Sponsor and not to LinkedIn, Facebook, Twitter. The information you provide will only be used for administering the promotion to contact you if you are the winner.

The entry limit is one per person overall.

We are not responsible for excess, lost, late, or incomplete entries. If disputed, entries will be deemed submitted by the authorized account holder of the email address, social media account, or other method used to enter.

## 6. ELIGIBLE ENTRY:

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

- Your entry must be your own original work; **and**
  - For Contests which require a video entry, please note the video must be solely your own work, including but not limited to, the actual filming, editing, graphic design, etc. of the video.
- Your entry cannot have been selected as a winner in any other contest; **and**
- You must have obtained all consents, approvals, or licenses required for you to submit your entry; **and**
- To the extent that entry requires the submission of user-generated content such as software, photos, videos, music, artwork, essays, etc., entrants warrant that their entry is their original work, has not been copied from others without permission or apparent rights, and does not violate the privacy, intellectual property rights, or other rights of any other person or entity. You may include Microsoft trademarks, logos, and designs, for which Microsoft grants you a limited license to use for the sole purposes of submitting an entry into this Contest; **and**
- Your entry may NOT contain, as determined by us in our sole and absolute discretion, any content that is obscene or offensive, violent, defamatory, disparaging or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of Microsoft.

## 7. USE OF ENTRIES

We are not claiming ownership rights to your Submission. However, by submitting an entry, you grant us an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest and use your entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, including, but not limited to, the marketing, sale or promotion of Microsoft products or services, without further permission from you. You will not receive any compensation or credit for use of your entry, other than what is described in these Terms and Conditions. You consent to us doing (or omitting to do) any acts in respect of your entry which may otherwise constitute an infringement of your moral rights.

By entering you acknowledge that we may have developed or commissioned materials similar or identical to your entry and you waive any claims resulting from any similarities to your entry. Further you understand that we will not restrict work assignments of representatives who have had access to your entry and 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.

Your entry may be posted on a public website. We are not responsible for any unauthorized use of your entry by visitors to this website. We are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

## 8. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, potential prize winners will be selected by Microsoft or their Agent or a qualified judging panel from among all eligible entries received based on the following judging criteria:

- 50% - Business criteria (how will your application transform the organization)
- 30% - Technical criteria (how well is your application built)
- 20% - Design criteria (how well will your application be adopted while reflecting the organization's image)

Winners will be selected from among all eligible entries received within 7 days following the Entry Period.

In the event of a tie between any eligible entries, an additional judge will break the tie based on the judging criteria described above. The decisions of the judges are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer winners than the number of Contest Prizes described below. If public vote determines winners, it is prohibited for any person to obtain votes by any fraudulent or inappropriate means, including offering prizes or other inducements in exchange for votes, automated programs or fraudulent i.d's. Microsoft will void any questionable votes.

Winners will be notified via the contact information provided during entry no more than 2 days following judging with prize claim instructions, including submission deadlines. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any Forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. If you are a potential winner and you are 18 years of age or older, but are considered a minor in your place of legal residence, we may require your parent or legal guardian to sign all required forms on your behalf. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

## 9. PRIZES

The following prizes will be awarded:

**One (1) Grand Prize(s).** Each winner will receive:

A(n) Cash prize of 5,000.00 USD (United States Dollar).

We will only award one (1) prize(s) per person/company during the Entry Period. No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that Microsoft reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Prizes will be sent no later than 28 days after winner selection. Prize winners may be required to complete and return prize claim and / or tax forms ("Forms") within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize.

Microsoft accepts no responsibility for prizes damaged or lost in transit.

In the event the winner does not take an element of the prize at the time stipulated by Microsoft 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.

By accepting a prize, you agree that Microsoft may use your entry, name, image and other details 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.

## 10. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the maximum extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability or any damage, loss, death or personal injury that may occur as a result of your participation in the Contest. You undertake to indemnify and keep Microsoft and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by each or any of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Contest.

All local laws apply. The decisions of Microsoft are final and binding

We reserve the right to cancel, change or suspend this Contest for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Contest, whether human or mechanical. If the integrity of the Contest cannot be restored, we may select winners from

among all eligible entries received before we had to cancel, change or suspend the Contest. Violators will be prosecuted to the full extent of the law and may be banned from participation in future Microsoft Contests.

## **11. PRIVACY**

Details from all entries will be collected and used for the purposes of conducting this Contest (which may include disclosure to third parties for the purpose of processing and conducting the Contest) and for publicity purposes surrounding this Contest. The information submitted by you during the registration process or otherwise when participating in the Contest may include your email address, ID number and other personal information (“**Personal Information**”). By entering this Contest you consent to the use of your information as described. Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Microsoft in accordance with applicable data protection laws and regulations and Microsoft’s privacy policy referred to below, for the purposes of administering your participation in the Contest. For more details on Microsoft’s privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>.

## **12. TAXES**

Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the prizes shall be fully borne by the prize winner.

## **13. NO WARRANTIES**

To the maximum extent permitted by law:

- a. Microsoft and its agents or contractors (if any) that it may use in the execution and management of the Contest do not warrant or represent (either directly or indirectly):
  - a. That participation in and/or access to the whole or any part of the Contest, Contest materials, content, information and/or functions contained in them will be provided on an uninterrupted, timely, secure and error-free basis; or
  - b. That no computer viruses shall be transmitted or that no damage shall occur to your computer system as a result of any online activity of the Contest (if any).
- b. Any material downloaded or otherwise obtained through the Internet is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting from such download.
- c. Microsoft does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise in respect of the materials on the contest site or any sites linked to the Contest site.

## **14. MICROSOFT’S IP RIGHTS NOT AFFECTED**

Nothing in the Contest shall affect any intellectual property rights of Microsoft in any product or service which may be the subject matter of this Contest.

## **15. NO CHEATING TOLERATED**

You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Microsoft, you will immediately be disqualified from the Contest. Cheating includes, but is not limited to, using multiple identification numbers, tampering with, hacking of the Contest site (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined Terms and Conditions of the Contest, attempting to disable or overwhelm any of Microsoft’s websites or the Contest site (if any), attempting to disrupt any portion of the Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF MICROSOFT’S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY

BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, MICROSOFT RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**16. NO WAIVER**

Microsoft's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.

**17. MODIFICATION OF THESE TERMS AND CONDITIONS**

To the maximum extent permitted by law, Microsoft may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without liability towards anyone.

**18. GOVERNING LAW**

This Contest will be governed by the laws of Singapore, and you consent to the exclusive jurisdiction and venue of the courts of Singapore for any disputes arising out of this Contest. The Contest is void where prohibited or restricted by law, and is subject to all applicable laws.

**19. NO THIRD PARTY RIGHTS**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms. For the purposes of this paragraph, "person" shall mean a human being or a corporate entity (whether or not having a separate legal personality), as the case may be.