

Terms and Conditions: Microsoft Protégé 2021 Competition ("the Competition")

1. The promoter of this Competition is Microsoft Pty Limited, ACN 002 589 460 of 1 Epping Road, North Ryde, New South Wales, 2113 ("Microsoft").
2. Employees (and their immediate families) of Microsoft, and Microsoft's associated agencies, and trainees participating in the Microsoft Traineeship Program are not eligible to enter.
3. Subject to clause 2 above, entry is open to undergraduate tertiary students and TAFE students who are currently enrolled in an Australian tertiary institution or TAFE institution ("Valid Institution"). Entry is only available to eligible students who possess a valid email address at a Valid Institution ("Entrant"). Entrants under 18 years of age at the time of submission must provide written parental/guardian permissions to protege1@microsoft.com to enter. The parent must consent to all Terms and Conditions and provide written consent and attain approval from the organisers at protege1@microsoft.com before the submission date April 25th, 2021 (AEST). The parent or guardian understands that they may be required to sign further terms and conditions should their child proceed in the Competition.
4. Entry is open to teams with one to four members ("Team"). Each Team can submit a maximum of one entry ("Submission"). Multiple entries are not permitted. Each Team member is referred to individually in these Terms and Conditions as a contributor ("Contributor"). Each Contributor must be an entrant of this Competition. Teams can have Contributors from different valid Institutions. A Contributor can be part of at most one team.
5. The Competition commences on March 12th, 2021 (AEST) and closes on April 25th, 2021 (AEST) ("Promotional Period"). To enter the Competition, during the Promotional Period, Contributors from each Team must:
 - a. Consider and follow the instructions of the Case Study provided by Microsoft. The Case Study can be found on the Protégé 2021 website: <https://www.microsoft.com/en-au/protege/>
 - b. Nominate one team member to submit their team's Submission in response to the Case Study by following the instructions specified on the Protégé 2021 website: <https://www.microsoft.com/en-au/protege/>
 - c. Ensure the Submission conforms with the submission requirements outlined in the Case Study and in these Terms and Conditions.
6. Each Contributor makes the following warranties to Microsoft:
 - a. that all Submissions and presentations provided to Microsoft during the course of this competition ("Works") are original Works that have not been previously published or displayed in any media or forum anywhere in the world, excluding where the Team or a Contributor has provided all or part of the Work to their Valid Institution as part of a task associated with the Protégé 2021 competition.
 - b. the Work does not infringe the rights of any third party, including, without limitation, intellectual property rights and moral rights. The Team, and each Contributor, agrees to indemnify and release Microsoft against and from all costs and claims by third parties arising from a breach of this warranty.
 - c. Microsoft will not breach any third-party rights (including intellectual property rights and moral rights) when using any Work as provided, for the purposes of this competition and for future promotional purposes.
 - d. the Work will NOT contain any content that:
 - I. is sexually explicit, profane or pornographic;

- II. unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
 - III. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
 - IV. is obscene or offensive;
 - V. defames, misrepresents or contains disparaging remarks about other people, companies or organisations; or
 - VI. communicates messages or images inconsistent with the positive images and/or good will with which Microsoft wishes to associate;
7. In submitting Work to this competition, the Team and each of its Contributors acknowledge and agree that the Work will be provided to Microsoft, and further grants an irrevocable, exclusive and royalty-free license to Microsoft and its associated companies and agencies, in perpetuity, for all intellectual property rights in the Work owned by the Contributors, and acknowledges that Microsoft and its associated companies and agencies may use the Work and any of the ideas presented in Work, for future marketing or related material, without further consent from the Team and/or the Contributors.
 8. Further, Microsoft may use any Work, including any intellectual property or ideas contained therein, without further consent from the relevant Team and/or each of its Contributors for any business-related purpose including, without limitation, implementation of any business plan, or the ideas, contained in the Work at Microsoft's discretion, and the relevant Team and each of its Contributors acknowledge and agree to any use of the Work that would otherwise have infringed their moral rights.
 9. Neither Microsoft nor any affiliated agency will compensate any Team or Contributor for any use of the Work in accordance with these terms and conditions, except for the provision of any prize to any prize-winning Team.
 10. Each Team and its Contributors will have an opportunity to communicate with Microsoft for the purposes of gathering information to prepare the Work and acknowledge that, should they wish to avail themselves of this opportunity (which is not mandatory), this communication will be conducted by an Outreach contact through formal channels of engagements set up by Microsoft, namely via Facebook and Skype conference calls. Teams will be contacted by their Outreach contact via email if they are successful in progressing to the next round of the competition.
 - I. Time to the presentations will be 16 and will be determined at Microsoft's sole discretion based on the quantity and quality of Submissions received.
- b. Stage 2: Presentations
 - I. The Teams that are chosen to proceed to Stage 2 will be notified by April 28th, 2021. The chosen Teams will also be contacted via the contact details of the Teams and Contributors provided to Microsoft in the application process.
 - II. Presentations will be held on May 5th 2021.
 - III. Teams that have advanced through to the presentations will be presenting their strategy developed in Stage 1 and may present/provide a proof of concept to a panel of judges. These teams may use any device(s) that may assist them in the presentation (e.g. Laptops, mobile phones, documents).
 - IV. The Teams that advance through to Stage 2 will be responsible for their availability and technical setup in order to participate in Stage 2 virtually. Presentations will be held over Microsoft Teams.

- V. The presentation judging panel will choose the four (4) teams with the best presentations and, if provided, proof of concepts determined at the judging panel's sole discretion based on the Stage 2 presentation judging criteria ("Stage 2 Judging Criteria").
- c. Stage 3: Finals & Ultimate Microsoft Experience
 - I. The Finals will be held on the May 28th 2021 followed by the Ultimate Microsoft Experience on the May 29th 2021.
 - II. The Finals and Ultimate Microsoft Experience will be held virtually.
 - III. Teams that have advanced through to the Finals will be presented a new case study on the day, and will be given up to 24 hours to analyse the case and present a compelling business strategy ("Finals Presentation") accompanied with a visual mock-up. These Teams will be provided accompanying materials and Finals judging criteria ("Finals Judging Criteria") prior to the Finals and may use any device(s) that may assist them in preparation for the Finals Presentation (e.g. Laptops, mobile phones, documents).
 - IV. The Finals judging panel will assess the Finals Presentations of the 4 Teams in accordance with the Finals Judging Criteria, and place them in the following places:
 - a. First place;
 - b. Second place;
 - c. Third place; and
 - d. Fourth Place.
 - V. Microsoft will award separate prizes to each Contributor member of the four winning Teams according to their Team's place at the end of the Finals. The total prize pool and their values will be announced on the [Facebook Group](#).
 - VI. All teams that proceed to the Finals will also receive the "The Ultimate Microsoft Experience Prize" which will include but is not limited to:
 - a. virtual lunch or breakfast with at least one member of the Senior Leadership Team at Microsoft Australia (at Microsoft's discretion); and
 - b. a mentoring session with a Microsoft employee of Microsoft's choosing.
- 11. If any Winning Team Contributor is under the age of 18 years, that Contributor's prize will be awarded to the Contributor's nominated parent or guardian on their behalf. If the Contributor is under 18, any cost of parent or guardian accompaniment to the Stage 2 or Stage 3 is at the Contributor's own cost.
- 12. Microsoft reserves the right to reject any Work, which it, at its sole and absolute discretion, determines does not meet the applicable judging criteria, including but not limited to any further requirements as set out in these Terms and Conditions.
- 13. The prize details are set out in clause 11(c)(V). The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. Microsoft accepts no responsibility for any variation in the value of the prize. If any prize is unable to be supplied, Microsoft will supply another prize of greater or equal value to the final prize winners. The rewards are non-transferrable, and no cash alternatives will be provided. All prizes are subject to their manufacturer's warranty.

14. All valid entries received during the Promotional Period will be reviewed by the judging panel. This competition is a game of skill. Chance plays no part in determining the selection of the Teams that proceed to Stage 2, 3 and the prize winners.
15. For the avoidance of doubt, the Contributors comprising a Team cannot change between the Submission and Finals stages, and must remain the same as those registered at the time of Submission.
16. If a Team progresses to a further stage in the competition, Teams and their respective Contributor members consent to Microsoft contacting them with information regarding their continued involvement in the competition.
17. All entries are deemed to be received at the time of receipt as recorded by the submissions portal on the Protégé 2021 website and not at the time of transmission by the entrant. Any costs associated with entering and participating in the competition and accessing the website are the responsibility of the entrant other than as expressly identified in these Terms and Conditions.
18. Microsoft reserves the right to verify the validity of entries (including proof of tertiary education or undergraduate status of each Contributor) and to disqualify any Team and its respective Contributor members, which Microsoft believes either has tampered with the entry process or has submitted an entry that is not in accordance with these terms and conditions of entry.
19. In the event that, for any reason whatsoever, each Contributor to a prize winning entry or a prize winning Team does not take his or her prize, or an element of that prize, at the time stipulated by Microsoft, then that Contributor's prize, or that element of the prize, will be forfeited by the Contributor and the Team of which the Contributor is a member and cash will not be awarded in lieu of the prize.
20. Before the prizes are awarded, each Contributor from a prize winning Team may be required by Microsoft and/or any of the providers of elements of any prize to sign a form to release Microsoft from and indemnify Microsoft against, any and all liability arising from the use or participation in the prize.
21. All decisions in relation to this Competition are final and binding and no correspondence will be entered into. No responsibility is accepted for entries not received by Microsoft.
22. Entries will be deemed void if Teams and/or Contributors are found to have colluded, stolen, forged, plagiarised, mutilated or tampered with their Work(s) in any way.
23. The Teams and their respective Contributors acknowledge that every part of any Works submitted at every stage of the competition is their own work and agree that they are not permitted to seek outside help or assistance from any unrelated third parties. This includes seeking advice during the Finals or Stage 2 from individuals outside of that Team. Any Works submitted including open source or previous work completed before the case must be declared and appropriately linked.
24. Each Contributor acknowledges that Microsoft, its associated business and bodies corporate, and third parties, will continue to trade in the future, and any similarities with any Works may be co-incidental.
25. Each Contributor members agree, at Microsoft's request, to participate in any promotional activity (such as an interview) surrounding this Competition or the winning of any prize. Each Team and each of their respective Contributor members agree that they will not be remunerated for this participation. Each Team and each of their respective Contributor members consent to Microsoft and its associated agencies' using their names and images in any media in perpetuity, without limitation and without compensation to the entrant.

26. To the maximum extent permitted by law, Microsoft assumes no responsibility for, and each Contributor releases Microsoft 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 Contributor's participation in this Competition or the conduct of the Competition generally or as a direct or indirect result of a Team's and or a Contributor'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 Team or a Contributor or associated with the equipment or programming used in the conduct of this Competition. If, because of any such problem, this Competition is not able to be conducted as planned and/or the competition's administration, security, fairness or integrity are compromised or affected, Microsoft may cancel, terminate, modify or suspend the Competition and/or disqualify any Team which has one or more Contributors who were involved in interfering or tampering with the conduct of this Competition in any way.
27. Subject to any applicable law which cannot be excluded (including the Competition and Consumer Act 2010 (Cth)), Microsoft 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 of profits or loss arising from negligence) arising directly or indirectly out of or in connection with the competition or any prize.
28. Tax implications may arise from the prize winnings. Each Team and each Contributor should seek independent financial advice.
29. To the fullest extent permitted by law and without limiting any other conditions of entry, Microsoft may, in its discretion, terminate, modify or suspend the Competition. Each Contributor participating in the Competition at the point of termination, modification or suspension of the Competition, will be notified by Microsoft in writing. In the event of modification or suspension of the promotion, the Entrant may choose to terminate their participation in the Competition at no cost.
30. Failure by Microsoft to exercise any of its rights contained within these terms and conditions at any time does not constitute a waiver of those rights.
31. Details from all entries will be collected and used for the purposes of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this Competition. By entering this Competition each Team and each of their respective Contributor members consent to the use of their information as described. Each Team and each of their respective Contributor members may access and/or change their data by following the procedures in Microsoft's privacy policy which is available at www.microsoft.com/privacystatement. Microsoft will only use your personal details for marketing purposes outside those described above if you "opt in" to join the mailing list when prompted.
32. This Competition is governed by the laws of New South Wales.