

MICROSOFT STUDENTS PROMOTION TERMS AND CONDITIONS

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THE PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND [Microsoft Corporation (India) Private Limited] (“MICROSOFT”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE PROMOTION. BY ENTERING THE PROMOTION, 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 STUDENTS Promotion (“Promotion”). [Microsoft Corporation (India) Private Limited] located at [Level 10, Tower C, Building No. 5 DLF Epitome, DLF Cyber City, Phase III Gurugram 122002] is the Promotion Sponsor (“Sponsor”).

2. DEFINITIONS

In these Terms and Conditions, "Microsoft", "we", "our", and "us" refer to Sponsor and “you” and "yourself" refers to a Promotion participant, or the parent/legal guardian of any minor Promotion 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 Promotion starts at 9 AM IST on 25 JAN 2021 and ends at 6 PM IST on 31 March 2021 (“Entry Period”).

4. ELIGIBILITY

You must legally reside in India with contact address in India and be 18 years or older AND You should be a student studying in India and should have Microsoft Azure skill mentioned in the Skills section of your LinkedIn Profile to be eligible to participate in this Promotion.

5. HOW TO ENTER:

You will receive an Entry by publishing your Microsoft Skills stated in your LinkedIn Profile’s Skills section. If the participant doesn’t have a LinkedIn Profile, one must create one and publish the badge under the ‘Skills’ section of LinkedIn profile. Further, the participant must have attended the Microsoft AI Classroom session between 1st September 2020 and 31st January 2021.

The Entry limit is Only one per eligible individual irrespective of number of Azure Skills.

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. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, potential prize winners will be selected by Microsoft or their Agent on or around 2PM IST on 29th March 2021, from among all eligible entries received.

The six entries drawn from all eligible entries received will win a prize.

Winners will be notified via the contact information provided during entry no more than two (2) days following the drawing 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.

A list of prize winners will be published in/on [Microsoft Website page pertaining to the Azure India Community] within seven (7) days of the prize draw.

7. PRIZES

The following prizes will be awarded:

6 Grand Prize(s). Each winner will receive:

A(n) [Microsoft Surface Go Tablet, 128GB, 10 inches, Wi Fi]. Approximate Retail Value (ARV) {50,000} INR.

The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Terms and Conditions and the date the prize is awarded or redeemed. We will determine the value of the prize to be the fair market value at the time of prize award.

We will only award 6 prize(s) amongst all eligible candidates who register 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 Promotion without payment or compensation to you, except where prohibited by law.

8. 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 Promotion. 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 Promotion.

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

We reserve the right to cancel, change or suspend this Promotion for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Promotion, whether human or mechanical. If the integrity of the Promotion cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Promotion. Violators will be prosecuted to the full extent of the law and may be banned from participation in future Microsoft Promotions.

9. PRIVACY

Details from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for publicity purposes surrounding this Promotion. The information submitted by you during the registration process or otherwise when participating in the Promotion may include your email address, ID number and other personal information (“**Personal Information**”). By entering this Promotion 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 Promotion. For more details on Microsoft’s privacy policy, please see: <https://privacy.microsoft.com/en-us/privacystatement>.

10. 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.

11. 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 Promotion do not warrant or represent (either directly or indirectly):
 - a. That participation in and/or access to the whole or any part of the Promotion, Promotion 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 Promotion (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 Promotion site or any sites linked to the Promotion site.

12. MICROSOFT’S IP RIGHTS NOT AFFECTED

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

13. 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 Promotion. Cheating includes, but is not limited to, using multiple identification numbers, tampering with, hacking of the Promotion site (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined Terms and Conditions of the Promotion, attempting to disable or overwhelm any of Microsoft’s websites or the Promotion site (if any), attempting to disrupt any portion of the Promotion, 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 PROMOTION 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.

14. 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.

15. 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 Promotion at any stage without liability towards anyone.

16. GOVERNING LAW AND DISPUTE RESOLUTION

This Promotion will be governed by the laws of India, and you consent to the exclusive jurisdiction and venue of the courts at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Promotion and/or pertaining to the rules and regulations and/or the Terms and Conditions shall be referred to a sole arbitrator to be appointed by Microsoft. The venue of arbitration shall be New Delhi (India). The decision of the sole arbitrator shall be final and binding. The Promotion is void where prohibited or restricted by law, and is subject to all applicable laws.