Terms and Conditions

Following terms and conditions (the "**Terms and Conditions**") shall apply to the ‘Super Simplifier’ Contest detailed below (the “Contest ”). For the purposes of these Terms and Conditions, the term Microsoft, when used with reference to a legal entity, shall mean Microsoft Corporation India Pvt. Ltd.

1. The Contest shall run from Jan 15th 2012 to Feb 15th, 2012 (“the **Contest** Period”). Microsoft can curtail or extend the Contest Period, as it deems necessary.
2. The Contest shall be valid in India only.
3. Following shall be entitled to participate in the Contest ("**Participants**"):
4. Information Technology ( IT) Professionals engaged in System administration, data centre, cloud related roles. Authorized and duly nominated by the company to participate in this Contest that has deployed Microsoft Hyper-V and System Center Server (optional).
5. The contest is open to individuals at the time of online submission for the Contest. Participating participants must obtain express consent of their company prior to entering the contest.
6. Any submissions, works, submitted under this Contest to Microsoft must not infringe any third party intellectual property including your current employer, and your current employer customer intellectual property rights under any circumstances. All works submitted must be original works.

4. An employee, agent or a relative of an employee of Microsoft, or its parent company Microsoft Corporation, USA shall not be eligible to participate in the Contest.

5. Each Participant must ensure that his/her participation in the Contest is lawful and is in accordance with the applicable laws.

6. A Participant must ensure that his/her duly filled up valid entry form/submission in English language, where it is necessary to fill the same, reaches the office of Microsoft [Microsoft Corporation (India)Pvt.Ltd. 9th Floor, Tower A, DLF Cyber Greens, DLF Cyber Citi, Sector 25A  
Gurgaon, Haryana, 122 002, INDIA] on or before February 15th, 2012 and in case of on-line registration, is posted on the Website on or before February 15th, 2012 Microsoft shall not be responsible for any postal delays, transit losses or mutilation of entry/ claim forms.

* Selection Criteria (Winning entry):
* The steps involved in participation will include:
  + 1. Contestant visits contest landing page (on MSCOM)
    2. Contestant provides live Id to download trial of Windows Intune
    3. Trials the product
    4. Post-trial returns to submit Simplifier story and fills information capture form on the site
    5. End of the contest the best submission is selected for the Grand Prize and 15 others for the first complete entries
* A panel of Microsoft judges will peruse all submitted entries post the contest end date and then make a decision on the winning entry and communicate the same via an email.
* No participation or other fee is required to be paid for participating in the Contest.
* The Participant agrees to provide Microsoft current, complete and accurate information.
* Microsoft reserves the right to check whether the participant has taken permission from their employer to participate in the contest;
* An incomplete entry /submission or on-line registration by a Participant is liable to be rejected without assigning any reason thereof. Any decision taken by Microsoft for rejecting any entry shall be final and binding and not subject to any dispute or challenge.

10. The Participants hereby waive all rights and grant to Microsoft or its Affiliates a royalty-free, non-exclusive, perpetual worldwide license to copy, modify and otherwise use and distribute their submission entry and/or photo and/or any element of the submission, in any and all media and in any publication whether online, offline or on the Internet. Microsoft shall also be free to use any ideas, concepts, photos, know-how or techniques contained in such submissions or materials for any purpose.

11. Microsoft does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish reasons for inclusion and, or, exclusion of any particular submission of the Participant at any stage.

1. Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of the Participants.
2. Participation in the Contest shall be construed as an acceptance of the Terms and Conditions stipulated herein. By Participating in the Contest the Participant represents that Participant has the valid authorization from the Company to Participate in the Contest and share information. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
3. The Participant undertakes and declares that he/she shall not use any unauthorized or pirated software. In the event, a Participant is found to be doing so, the entry from such Participant shall forthwith be disqualified from the Contest.

15. The Microsoft officials engaged in the organization and management of the Contest, including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Contest

16. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of Criminal and Civil Laws and should such an attempt be made, Microsoft reserves the right to seek damages from any such Participant to the fullest extent permitted by law.

17. Following will be the winning prizes ("**Prizes** ") under the Contest, subject to a maximum 2 team members per winning team:

* **Grand Prize** – for the best story – Entry to **India Tech.Ed** in March 2012
* For the first 15 complete entries Microsoft Arc Mice worth Rs. 3,100 each

18. Microsoft will use its internal systems to verify the submissions. Decision taken by Microsoft on the selection of the Participants shall be final and binding and not subject to any dispute or challenge No correspondence or communication shall be entertained in this regard.

20. The selected Participant(s) shall have thirty (30) days from date of notification of their selection to respond at the notified place. Failure to respond within this period shall result in forfeiture of the Prizes.

21. The name(s) of the selected Participant(s) shall be declared on the Microsoft Web site and TechNet Flash. All selected Participants shall be informed individually by mail (e-mail or normal post). However, there shall be no liability on Microsoft in the event such mail does not reach such Participants on any account whatsoever.

1. Microsoft or its Affiliates or Microsoft Corporation US shall be entitled to use, in any manner, the name, photographs and other details of the Participant or any other participating person, likeness and status in any publication including the Prizes awarded to them. By participating in the Contest, all Participants hereby agree to the same. Microsoft may, at its discretion, choose not to disclose the identity of the Selected Participants to other Participants.
2. Prizes shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Contest shall not entitle a Participant the Prizes. No other person or agent can claim the Prizes on behalf of the Participant.
3. The Prizes shall be subject to manufacturer's terms and conditions for warranty, service and maintenance, and Microsoft does not accept any responsibility for the same.
4. The Prizes under the Contest are subject to availability. Microsoft at its discretion can provide alternate items of equivalent value. Pictures of the items/goods shown in the Contest brochure may differ from the items/goods given.
5. Income taxes imposed by any relevant applicable government or tax authority, incurred on the Prizes shall be fully borne by Microsoft. Winning participants undertakes to provide any information to Microsoft to comply with payment of taxes.
6. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Microsoft including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of the Contest, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits, prizes or awards acquired or obtained through the Contest or any transactions effected through the Contest ; (b) The Participant expressly agrees that his/her participation in the Contest offered by Microsoft is at the Participant's sole risk and is governed by the Terms and Conditions herein; and(c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Contest shall be construed to mean the giving of any warranty of any kind by Microsoft.
7. Nothing in the Contest shall affect any intellectual property rights of Microsoft in any product or service, which may be the subject matter of the Contest.
8. All perpetual and worldwide intellectual property rights, including any copyright in the submissions or feedback and the like by the Participant shall be owned by Microsoft, or its Affiliates. Microsoft shall be entitled to exploit the same in any manner whatsoever.
9. The Contest shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent Court/s at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Contest and, or, pertaining to the rules and regulations and, or, the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by Microsoft. The venue of arbitration shall be New Delhi.
10. The Participant agrees and undertakes to indemnify and keep Microsoft including its Affiliates, directors, officers, partners, employees, consultants, agents etc. harmless and indemnified against any loss, damage, claims, costs and expenses including but not limited to legal fees and other charges which may be incurred or suffered by Microsoft due to breach of any Terms and Conditions contained herein by the Participant and/or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third party by the Participant and, or, arising from the participation of the Participant in the Contest.
11. In addition to these Terms and Conditions, other specific terms may be imposed by Microsoft any time to deal with any unforeseen situation. Microsoft also reserves the absolute right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect of the Contest at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately as Microsoft considers fit. However, no obligation is cast on Microsoft to separately intimate each individual Participant with regard to such additional terms and conditions.
12. Microsoft also reserves the right to withdraw or discontinue with the Contest at any stage without any liability whatsoever to the Participant and, or, anyone.
13. An 'Affiliate' means any legal entity owned or controlled by Microsoft, which owns or controls Microsoft or which is under common ownership or control with Microsoft. The term 'ownership' means more than 50% direct or indirect ownership/shareholding and the term 'control' means direct or indirect control of the management or the board of directors.