

### Terms and Conditions Protégé 2015 Competition

1. Instructions on how to enter forms part of the conditions of entry. By participating entrants agree to be bound by these conditions and the Case Study Brief.
2. The promoter is Microsoft Pty Limited, ACN 002 589 460 of 1 Epping Road, North Ryde, New South Wales, 2113 (**Microsoft**).
3. Employees and their immediate families of Microsoft associated agencies are not eligible to enter.
4. Submissions must be entered between 1 April 2015 at 9am (Sydney time, AEST) and on 30 April 2015 at 11:59pm (Sydney time, AEST) (Promotional Period). Microsoft may, at its sole discretion, accept Submissions received after the Promotional Period but before 11.59pm on 7 May 2015 (a Late Submission). A Late Submission will be subject to a penalty of 10% off the final mark.
5. Entry is open to current Australian undergraduate tertiary students. The competition is only available to eligible students who possess a valid email address at an Australian tertiary institution. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions.
6. Entry is open to teams with one to four members (**Team**). Microsoft may, at its sole discretion, accept an entry from a Team that comprises up to 5 members. Each Team can submit a maximum of one entry. Multiple entries are not permitted. Each Team member is referred to individually in these terms and conditions as a contributor (**Contributor**). Each Contributor must individually be eligible to enter this competition. Teams can have Contributors from different tertiary institutions.
7. To enter the competition, during the Promotional Period, one Contributor from each Team must:
  - Consider and follow the instructions of the case study brief provided by the promoter (**Case Study Brief**); and
  - Submit their Team's submission (Submission) by following the instructions specified on the Protégé 2015 website: <http://www.microsoft.com/australia/protege>).
8. Each Team and each Contributor makes the following warranties to Microsoft:
  - The Submission (and, if applicable, the Semi Final Entry and/or Grand Final Entry, as those terms are defined in clause 15 is an original work that has not been previously published or displayed in any media or forum anywhere in the world, excluding where the Team has provided the Submission to their tertiary institution as part of a task associated with the Protégé 2015 competition;
  - The Submission (and, if applicable, the Semi Final Entry and/or Grand Final Entry, as those terms are defined in clause 15) 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. Microsoft will not breach any third party rights (including intellectual property rights and moral rights) when using any Submission (and if applicable any Semi Final Entry and/or Grand Final Entry) for the purposes of this competition and for future promotional purposes. The Submission must NOT contain any content that:
    - is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;

- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
- is obscene or offensive;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- communicates messages or images inconsistent with the positive images and/or good will to which Microsoft wishes to associate; and/or violates any law; or violates the rights, including intellectual property rights, of any other person or company by using their trademarks, music, logos, names, likeness or images without their express written consent.

9. In submitting the Submission (and if applicable the Semi Final Entry and/or Grand Final Entry, as those terms are defined in clause 15) to this competition, the Team and each of its Contributors acknowledge and agree that the Submission will be provided to Microsoft, and further grants an irrevocable, exclusive and royalty-free licence to Microsoft and its associated companies and agencies, in perpetuity, for all intellectual property rights in the Submission, and acknowledges that Microsoft and its associated companies and agencies may use the Submission and any of the ideas presented in the Submission, for future marketing or related material, without further consent from, or acknowledgment of, the Team and/or the Contributors.

10. Further, Microsoft may use any Submission, 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 Submission at Microsoft's discretion, and the relevant Team and each of its Contributors acknowledge and agree that any rights of attribution and/or acknowledgment, with respect to the Submission, are revoked.

11. Neither Microsoft nor any affiliated agency will compensate any Team or Contributor for any use of the Submission in accordance with these terms and conditions, except for the provision of any prize to any prize winning Team and its Contributors.

12. Each Team and its Contributors will have an opportunity to communicate with Microsoft for the purposes of gathering information to prepare its Submission and acknowledges that, should they wish to avail themselves of this opportunity (which is not mandatory), this communication will occur through formal channels of engagements set up by the promoter, namely via Yammer and Lync conference calls.

13. The judging process is as follows:

- Microsoft will judge each Submission in accordance with the judging criteria (as set out in the Case Study Brief) (**Judging Criteria**).
- Microsoft will select the Teams who submit the best Submissions, as judged by the judging panel to take through to the Semi Finals (**Semi Finalist Teams**) (the number of which Microsoft will determine in its sole discretion based on the number and quality of Submissions received). Each Semi Finalist Team's Submission is hereafter referred to as its **Semi Final Entry**.
- The Semi Finalist Teams will be required to present their Semi Final Entry to a judging panel on either Tuesday 23 June 2015 or Wednesday 24 June 2015. Exact times will be communicated to each Semi-Finalist Team following 5 June 2015. The Semi Finals will be held at the Microsoft office in each state capital city. The judging panel will be located in the

Microsoft office in North Ryde, New South Wales. Semi-Finalist Teams from interstate will present their Semi Final Entry via a video link. ⑦ Following the Semi Finals, at least two (2) Teams with the best Semi Finalist Entries, as judged by the judging panel, will be selected to progress to the Grand Final (**Grand Finalist Teams**). This number will be determined at Microsoft's sole discretion based on the number of entries received. Each Grand Finalist Team's Submission is hereafter referred to as its **Grand Final Entry**.

- The Grand Final will be held in August 2015 in metropolitan Sydney. This date is subject to change at the discretion of Microsoft, but will be confirmed with Grand Finalist Teams by the end of January 2015.
- All Grand Finalist Teams will be required to present their Grand Final Entry live to a judging panel at the Grand Final in order to be in the running to win the Grand Final Prize. Microsoft may, in its sole discretion, provide return economy flights to Sydney, transport, meals and two nights' stay in 3 star accommodation for Grand Finalist teams who reside outside of NSW, however in the event that this cannot be arranged, teams from outside NSW will be able to present their Grand Final Entry at the Grand Final via video link.
- The judging panel at the Grand Final will determine the order of the prize winner/s. The prize winner/s will be announced during the Grand Final.

14. Microsoft reserves the right to reject any Submission, Semi Final Entry or Grand Final Entry as those terms are defined in clause 13, which, in its sole and absolute discretion, it determines does not meet the Judging Criteria, including but not limited to any further requirements as set out in these terms and conditions.

15. All Contributors to a Grand Finalist Team will receive a prize. Prizes will be tiered according to the place of the Grand Finalist team. The total prize pool will include an internship in Microsoft's Sydney office, Xbox One [Approximately \$903.95], current model Surface [Approximately \$1,359], current Windows Phone [Approximately \$620].

16. The internship will be an unpaid internship which will have the duration of one calendar month held in Microsoft's Sydney office. The internship must be undertaken within 12 months of the Grand Final Prize being awarded.

17. The prize details set out in clause 15 above are subject to change at the promoter's sole discretion, and entrants will be notified of any such change in writing. The promoter accepts no responsibility for any variation in the value of the prize. If any prize contemplated in these terms and conditions is unable to be supplied, the promoter reserves the right to supply another prize of greater or equal value.

18. This is a game of skill and chance plays no part in determining the selection of finalists or winners.

19. For the avoidance of doubt, Contributors to a Team cannot change between the Submission, Semi Final and Grand Final stages, and must remain the same as those registered at the time of Submission.

20. If a Submission progresses to a further stage in the competition, Teams and Contributors consent to Microsoft contacting them with information regarding their continued involvement with the competition.

21. All entries are deemed to be received at the time of receipt as recorded by the submissions portal on the Protégé 2015 website and not at the time of transmission by the entrant. Any costs

associated with entering the competition and accessing the website are the responsibility of the entrant.

22. 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, any Contributor of which Microsoft believes either has tampered with the entry process or has submitted an entry that is not in accordance with these conditions of entry.

23. In the event that, for any reason whatsoever, each Contributor to a prize winning Entry or a prize winning Team does not take the prize, or an element of that prize, at the time stipulated by Microsoft, then the prize, or that element of the prize, will be forfeited by the prize winner and cash will not be awarded in lieu of the prize.

24. 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.

25. Microsoft's decision is final and no correspondence will be entered into. No responsibility is accepted for entries not received by Microsoft.

26. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

27. All Teams and each Contributor acknowledge that Microsoft, its associated business and bodies corporate, and third parties, will continue to trade in the future, and any similarities with any Submission may be co-incidental.

28. To the maximum extent permitted by law, Microsoft assumes no responsibility for, and each Team and each Contributor releases the promoter 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 Team's and each 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.

29. 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.

30. Tax implications may arise from the prize winnings. Each Team and each Contributor should seek independent financial advice.

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 competition) and for publicity purposes surrounding this competition. By entering this competition, Teams and Contributors consent to the use of their information as described. Teams and Contributors may access and/or change their data by following the procedures in Microsoft's privacy policy, which is available at [www.microsoft.com/privacystatement](http://www.microsoft.com/privacystatement).

32. Microsoft reserves the right to amend these Terms and Conditions or cancel the Protégé competition without prior notice in the event of human error or circumstances beyond our reasonable control. Any changes will be posted on [website] and such posting shall be adequate notice to all participants. Please check these Terms and Conditions each time you wish to enter.