## MICROSOFT ACTION PACK PROMOTION

## **Terms and Conditions:**

- 1) Instructions on how to enter form part of the conditions of entry. By participating, entrants agree to be bound by these conditions.
- 2) The Promoter is Microsoft Pty Limited ACN 002 589 460 of 1 Epping Road North Ryde, New South Wales 2113.
- 3) Entry is open to Australian Community Members of the Microsoft Partner Network (Partners) who purchase or renew their Microsoft Action Pack Solution Provider or Microsoft Action Pack Development and Design subscription (MAPS) between 9am AEDT on 12 December 2012 and 5pm AEDT on 29 March 2013. Employees and their immediate families of the promoter, its retailers, suppliers and associated companies and agencies are not eligible to enter.
- 4) All eligible Partners will go into the draw for a chance to win one Samsung ATIV Smart PC Pro Windows 8 tablet. There is no fee to enter this competition however there is a fee for the MAPS subscription.
- 5) Partners must meet all the eligibility requirements for purchase or renewal of their MAPS subscription to be eligible to enter this competition.
- 6) All eligible Partners automatically participate unless they elect to opt out of the promotion. To opt out of the promotion please notify the Promoter by email to partnerau@microsoft.com
- 7) The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes either has tampered with the entry process or has submitted an entry that is not in accordance with these conditions of entry. Only one entry per Partner will be put in the draw, and any subsequent entries will be declared invalid.
- 8) Transport costs and any other expenses incurred in making the purchase or renewal of the MAPS subscription and participating in the incentive are the responsibility of the Partner.
- 9) The competition begins at 9am AEDT on 12 December 2012 and ends at 5pm AEDT on 29 March 2013. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

- 10) The total number of prizes is one. The prize is valued at \$1,499 RRP (including GST). If the promoter is unable to supply the nominated prize, or part of any nominated prize the promoter reserves the right, subject to the written directions of any competent authority to supply another prize of greater or equal value. In the event that, for any reason whatsoever, the winner does not take an element of the prize at the time stipulated by the promoter 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.
- 11) The value of the prize is the recommended retail value (including GST) in Australia as provided by the supplier.
- 12) The total prize value is correct at the time of printing. All taxes are the responsibility of the prize winner.
- 13) The prize will be drawn at 12pm AEDT on Friday 5 April 2013 at Microsoft Pty Limited, 1 Epping Rd, North Ryde, NSW Australia.
- 14) The winner will be notified via email within 3 business days of the draw at the email address noted for the primary contact in the Microsoft Partner Program.
- 15) The winner will be publicly announced on the Microsoft Australia Partner Blog: http://blogs.msdn.com/b/auspartners/
- 16) Microsoft will deliver the prize to the winning Partner. If contact is unable to be made with the partner, Microsoft will ship the prize to the business address associated with the MAPS purchase. Microsoft takes no responsibility for any damage to prizes during transport or delivery.
- 17) Microsoft is not liable for any taxes that may arise as a result of winning the prize.
- 18) Any costs associated with the incentive and accessing the website are the responsibility of the entrant.
- 19) The prize will be awarded to the Partner entity. If the Partner entity chooses to pass the prize on to the staff member who was involved in the purchase or renewal of the MAPS subscription, then the winning Partner entity will be responsible for any Fringe Benefits tax incurred.
- 20) The Promoter's decision is final and no correspondence will be entered into. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

- 21) Subject to any applicable law which cannot be excluded, the Promoter 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 arising from negligence) arising directly or indirectly out of or in connection with the promotion or any prize.
- 22) The Promoter assumes no responsibility for, and the entrant 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 entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant'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 entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.
- 23) These terms and conditions do not limit, exclude or modify any non-excludable statutory guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
- 24) Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 25) To the fullest extent permitted by law and without limiting any other conditions of entry, the promoter may, in its discretion, terminate, modify or suspend the promotion, subject to any directions given by any relevant authority. All entrants participating in the promotion at the point of termination, modification or suspension of the promotion will be notified by the promoter in writing. In the event of modification or suspension of the promotion, the entrant may choose to terminate their participation in the promotion at no cost.
- 26) 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 ,subject to consent, used for the purposes of conducting publicity surrounding this promotion. Entrants may

access and/or change their data by following the procedures in the Promoter's privacy policy which is available at <a href="www.microsoft.com/australia/privacy">www.microsoft.com/australia/privacy</a>. The Promoter will only use your personal details for marketing purposes outside those described above if you "opt in" to join the mailing list when prompted.

Permit Numbers: NSW PERMIT NO. LTPS/12/10479, ACT PERMIT NO. TP12/4812.