



## **Official Rules & Regulations**

**2013 Season**

**Version 1.1 • October 8 2012**

## COMMON TERMS USED IN THESE RULES

These are the Official Rules that govern how the Microsoft Imagine Cup Competitions operate (the "Competition"). In these rules, "we," "our," and "us" refer to Microsoft Corporation, the sponsor of this Competition. "You" and "Yourself" refer to an eligible entrant.

## COMPETITION DESCRIPTION

The Imagine Cup is a skill-based competition comprised of 3 competitions and multiple challenges. The object of this competition is to create innovative and original software applications. Open to students around the world, the competition spans one year, beginning with local, regional, and online competitions, and culminates at the Worldwide Finals, which is hosted in a different country every year.

We encourage you to carefully review the details for each Competition before registering or submitting an entry since each Competition may have unique eligibility requirements, methods of entry, content, and technical requirements.

All Competitions offered as part of Imagine Cup are governed by these Official Rules. If there are any inconsistencies between the clauses in these Official Rules, and the similar companion clause in Specific Competition Rules, these Official Rules will govern.

## CAN I ENTER?

Unless otherwise indicated in the specific Competition Rules, you are eligible to enter if you meet the following requirements at time of entry:

- **You are** at least 16 years of age as of August 30 2012 and are actively enrolled as a student at an accredited educational institution that grants high-school or college/university (or equivalent) degrees (including home schools) at any time between 1 January 2012 and 31 May 2013; **and**
  - If you are considered a minor in your place of residence, then you should ask your parent's or legal guardian's permission prior to submitting an entry into this Competition.
- **You are NOT** a resident of Cuba, Iran, North Korea, Sudan, or Syria; **and**
  - U.S. export regulations prohibit the export of goods and services to Cuba, Iran, North Korea, Sudan and Syria. Therefore residents of these countries/regions are not eligible to participate.
- **You are not** an employee or intern of Microsoft Corporation, or an employee of a Microsoft subsidiary; **and**
- **You are not** involved in any part of the execution or administration of this Competition; **and**
- **You are not** an immediate family member of (parent, sibling, spouse, child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Competition.

**If you are a Microsoft campus representative** (e.g. a Microsoft Student Partner <http://student-partners.com>) and you meet the eligibility criteria set forth above, you may enter the Competition, but you are prohibited from using Microsoft property or resources, including without limitation: Microsoft networks, hardware tools and technology resources and/or the counsel of Microsoft employees, in connection with the creation or execution of an entry. Very simply, you cannot use any resources which are not also broadly available to all other students. If you have any questions, please [contact us](#).

**If you have previously won an Imagine Cup Competition**, you are eligible to enter but any entry submitted must be substantially new, unique, and different from anything you've submitted before.

This Competition is void outside the geographic area described above and wherever else prohibited by law.

### **TEAMS AND MENTORS**

Up to four (4) eligible students may submit a single entry as a team. It is recommended that each team (or individual if competing alone) enlist the services of a mentor. Mentors may be from academic institutions, not-for-profit organizations or private companies.

- Team members may come from different academic institutions and from different countries
- Each team is allowed only one mentor.
- Each competitor may belong to multiple teams, but not within a single Competition or Challenge. (So for example, a given competitor could be on a Games team, an Innovation team, and a Windows 8 App team, but could not be on three Games teams.)
- Teams are locked at the close of submissions on April 15, 2013, and no further changes to team membership and mentors can be made after that date.
- To register, one of the team members creates a new team and invites the remaining team members (and mentor) to join. The remaining team members must accept the invitations during the designated sign up period to be recognized as qualified members of the team.
- As part of the registration process, each team must choose a country/region which it will represent. At least one member of the team must be a legal resident of the country the team is representing.
- If your Team is invited to participate in the Worldwide Finals, we will provide travel and accommodations for each registered member, and your Team must send at least one member to compete at the Worldwide Finals. If your Team is unable to send at least one member for any reason, then we may disqualify your entire Team and invite the next highest scoring Team to participate.
- Each Team is solely responsible for its own cooperation and teamwork. In no event will Sponsor officiate in any dispute regarding the conduct or cooperation of any Team or its members.

## **HOW DO I ENTER?**

To participate in Imagine Cup 2013, you must first register. You can register at [www.imaginecup.com](http://www.imaginecup.com) by clicking the button "[Get Started](#)" available on most pages. Once you have registered you can sign up for the Competition(s) or Challenge(s) that you would like to compete in and start building your team.

## **HOW MANY ENTRIES CAN I SUBMIT?**

You may submit entries to as many Competitions and Challenges as you like, but you must create unique entries for each one and you can only make one entry per Competition or Challenge. That means creating a whole new software application for each Competition and/or Challenge you or your team enters.

If you make multiple submissions to the same Competition or Challenge, we will only use the last one you submitted and earlier ones will be disqualified. This does allow you to throw out and replace your project, for example, if you decide your initial approach isn't working.

We will disqualify any incomplete or illegible entries that we receive. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

## **GENERAL STANDARDS FOR ENTRIES**

The intent and spirit of the Competition is to test the skills and creativity of the student entrants. Anyone acting as a team Mentor, or in any mentorship role, where allowed (for example, local, regional, or global sponsors), must limit the level of support provided to student entrants to general guidance and must not contribute in any way that may be considered original authorship, or in a way that may enable claims of rights or ownership to the submitted entries. In no event will work-on-behalf of teams or individuals be allowed.

Each Competition and Challenge has its own rules and requirements. In addition to those rules and requirements, to be eligible for judging, all entries must meet the following general standards:

- All entry materials must be presented and/or submitted in the English language unless otherwise specified.
- If you are required to make an oral presentation or provide supporting materials, these presentations and materials must be presented and/or submitted in the English language unless otherwise specified.
- You are responsible for providing your own translator if you need one.
- The content of your entry and any supporting materials must be acceptable for all viewing audiences. We will automatically disqualify any entrant that submits any entry or supporting materials that contain text, sound or images that we, in our sole opinion and for any reason, find vulgar, offensive, or inappropriate for public viewing, or that presents us in a negative light.

By submitting an entry in this Competition, you confirm that, to the best of your knowledge:

- Your entry meets the requirements set forth above and in any applicable specific Competition Rules; **and**
- The entirety of the entry is your/your teams original work; **and**
  - For Competitions which require a video entry, please note the video must be solely the work of the team, including but not limited to, the actual filming, editing, graphic design, etc. of the video.
- You/your teams have obtained any and all consents, approvals, or licenses required for you to submit your entry.

**Important note about Copyright:** Your team's entire entry must only include material (including source code – both open source and third party sourced, user interface, music, video or images) that you own or that you have permission from the copyright/trademark owner to use. Your team's entry may not include copyrighted materials (such as source code, user interface, background music, images or video) unless you own or have permission to use the materials. Ownership is not defined as purchasing a CD at a music store for replay, playing a copyright recording on your guitar or repurposing an application's user interface - your team's entry will be disqualified if copyrighted materials, including but not limited to these examples, are a part of your entry without appropriate licensing or permissions. If you do use permissible copyrighted materials, you must include the permissions information by citing the artist/creator and license information as per the respective Competition Rules. Note that even material released under sites such as Creative Commons, common open source code licenses, and other similar licensing may need permission or acknowledgement as per the specific license. Note: your team's entry will be disqualified if permissions information is not included as per the requirements in the specific Competition Rules.

**Important note about Hardware:** If your project includes a hardware component, you are not expected to provide that hardware for judging unless you are competing in the Worldwide Finals event at which point your solution must be complete and functional for on-site evaluation by the judges. In earlier rounds, you may demonstrate your complete solution through the video portion of your submission. Your submitted software, however, should simulate hardware-related data and functionality so that your software can at least be evaluated for user experience design, platform compatibility, and so forth. If elements of your solution cannot reasonably be simulated, describe those omissions in your submission and work around those areas as best you can to enable the judges to evaluate as much of your software as is possible.

**Important note about Connectivity/Authentication Requirements:** If your project incorporates some form of remote connectivity requiring authentication that our judges cannot perform then attempt to simulate as much of your functionality as is reasonable to enable the judges in early rounds to evaluate your software. You should also describe any simulations and omissions in your submission so the judges understand and can evaluate accordingly. If you compete in the Worldwide Finals, however, it is imperative that the judges on site be able to evaluate your solution hands-on so please make arrangements and preparations as necessary to support that evaluation should your team become a worldwide finalist.

We reserve the right to disqualify or reject any entry that we, in our sole and absolute discretion, determine does not meet the above criteria. If, in any Competition, we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer than the designated number of winners. The decisions of the judges are final and binding in all matters related to the Competition

### **PRIZE CONDITIONS**

Your odds of winning a prize will depend on the number of eligible entries received and the level of skill of each entrant.

All cash prizes are stated in US dollars, but we, or our local subsidiary or designated agent (on our behalf), may actually award a cash prize in the official currency of the winners country of residence based on the exchange rate on the date of payment. Unless otherwise indicated in the Specific Competition Rules, all cash prizes will be divided equally among all officially registered members of a Team.

If you are confirmed as a winner:

- You may not exchange non-cash prizes for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value; **and**
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we may award it to the next highest scoring Team/entrant; **and**
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; **and**
- If you are otherwise eligible, but are considered a minor in your place of residence, then we may award the prize to your parent/legal guardian on your behalf; **and**
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and/or terms and conditions; **and**
- Mentors of winning teams are not awarded any cash prizes in association with their participation in Imagine Cup.

**Important note about cash prizes:** All cash or bank checks must be deposited within 90 days of the validity date printed on the check. If the check expires, you will not be reissued a new one.

We are not responsible for any dispute regarding prize dispersal.

### **TRAVEL PRIZE CONDITIONS**

Each Worldwide Finalist and one Mentor per team will be awarded a trip to Worldwide Finals. Trip includes round trip coach airfare from major airport closest to Competitor's home, standard hotel accommodations, and select meals during the Worldwide Finals.

In addition to the general prize conditions described above, all travel prizes are subject to the following conditions:

- Actual value of travel prize depends on date/time/destination, and difference between actual value and stated value will not be awarded in cash. Any expenses not explicitly listed herein, are the sole responsibility of the entrant.
- You are responsible for acquiring and providing all required travel documents, including, but not limited to any required Visa, passport, etc. along with any associated expenses
- If you live within 250 miles of the travel destination, we reserve the right to substitute alternate transportation for air travel.
- Event dates and location are subject to change at our sole discretion. Therefore, you must have flexible travel capabilities.
- Travel is subject to availability and must be completed on dates specified by sponsor or the prize will be forfeited and awarded to the next highest scoring Team/entrant. Some restrictions may apply. No cancellation of reservation or transfer of reservation to another date after reservation has been made.

## **NOTIFICATIONS**

All notifications we attempt to make to you/your Team are subject to the following conditions:

- If you/your Team is selected to advance in any Competition, we may notify you by sending a message to the e-mail address or mailing address (if any) you provided at time of sign up within the timelines designated in the specific Competition Rules.
- If we require that you affirmatively accept an invitation to further compete in any Competition, and the notification that we send is returned as undeliverable, or you are otherwise unreachable, we may disqualify your Team and extend an invitation to the next highest scoring Team/entrant.
- If there is a dispute as to the identity of a particular entrant, we will consider the entrant to be the authorized account holder of the e-mail provided at time of sign up.
- If you are selected as a potential winner, we may require you to sign an Affidavit of Eligibility, Liability and Publicity Release and W-9 tax form (for U.S. residents) or W-8BEN tax form (for non-U.S. residents).
- If you are a minor in your place of residence, we may require your parent or legal guardian to sign all required forms on your behalf.
- If you do not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, we may disqualify you and select the next highest scoring Team/entrant.

## **HOW WILL MY ENTRY POTENTIALLY BE USED?**

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you:

- Are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test, and otherwise analyze your entry and all its content in connection with this Competition; and (ii) feature your entry and all its content in connection with the marketing, sale, or promotion of this Competition (including but not limited to

internal and external presentations, tradeshow, and screen shots of the competition entry process in press releases) in all media (now known or later developed);

- Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- Agree to assist us and the Sponsors in the creation of case studies or white papers (together "Studies") detailing your entry or entries. Studies will not include any confidential participant information. Upon your approval of the Studies' accuracy, you agree to give us and the Sponsors permission to display the Studies including trademarks, logos, and other identifying information contained therein, on our and the Sponsors websites and in other documentation. This documentation may take various forms, including printed materials, online articles, video, audio, and other digital recordings;
- Understand and acknowledge that the Sponsor may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;
- Understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Competition, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;
- Understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules.

Please note that following the end of this Competition your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website.

While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

If you do not want to grant us these rights to your entry, please do not enter this Competition.

#### **WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?**

By entering this Competition you agree:

- To abide by the Official Rules; **and**
- To release and hold harmless Microsoft, and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Competition or any prize won; **and**
- That Microsoft's decisions will be final and binding on all matters related to this Competition; **and**



- That, by accepting a prize, Microsoft may use your proper name and state, country, or region of residence online and in print, or in any other media, in connection with this Competition, without payment or compensation to you, except where prohibited by law.

**WHAT LAWS GOVERN THE WAY THIS COMPETITION IS EXECUTED AND ADMINISTERED?**

This Competition will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Competition.

**WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE COMPETITION CAN'T RUN AS IT WAS PLANNED?**

If someone cheats, or a virus, bug, bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this Competition, we reserve the right to cancel, change, or suspend this Competition. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Competition, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Competition.

If you or your Team attempts to compromise the integrity or the legitimate operation of this Competition, or if we have reason to believe that you or your Team have compromised the integrity or the legitimate operation of this Competition by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the fullest extent permitted by law. Further, we may disqualify you, and ban you from participating in any of our future Competitions, so please play fairly.

**HOW CAN I FIND OUT WHO WON?**

A full list of all winners will be published within 30 days following the 2013 Worldwide Finals.

**WHO IS SPONSORING THIS COMPETITION?**

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
USA