



"i unlock joy" Program

Terms & Conditions

Following terms and conditions (the "**Terms and Conditions**") shall apply to the Windows Phone "i unlock joy" Program (the "**Program**") detailed below. 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 Program shall run from 1st August 2011 to 18th December 2011 ("the **Program Period**"). Microsoft can curtail or extend the Program Period, as it deems necessary.
2. The Program shall be valid in India only & is void where prohibited by law.
3. Following shall be entitled to participate in Program ("**Participant**"): Students legally residing in India and meeting all the conditions of Eligibility Criteria mentioned below:
 - You are 18 years of age or older; and
 - You have been actively enrolled as a student at an accredited educational institution that grants high-school or college/university (or equivalent) degrees for at least 3 months between 1st January 2011 and 18th November 2011; and
 - You are not an employee or intern of Microsoft Corporation (India) Pvt. Ltd. or Microsoft Corporation, or any of their affiliates; and
 - You are not involved in any part of the execution or administration of this Program; 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 affiliate, or a person involved in any part of the administration and execution of this Program.
 - You are a registered member of Microsoft DreamSpark Program for students.
4. A Participant may submit Windows Phone applications that are genuinely created by him/her into AppHub using a DreamSpark student account. Windows Phone Application ("Application") development must adhere to the Application Certification Requirements for Windows Phone mentioned at [http://msdn.microsoft.com/en-us/library/hh184843\(v=VS.92\).aspx](http://msdn.microsoft.com/en-us/library/hh184843(v=VS.92).aspx). Submission of Applications created using sites like <http://www.appmakr.com> is permitted, but restricted to a maximum of one per Participant.
5. A Participant should submit the Program **Registration Form** at <http://www.iunlockjoy.com> on or before **18th November 2011**.
6. Since the AppHub certification process could take several weeks, it is advisable to submit Windows Phone applications into AppHub at least one month before the Program end-date. To be eligible to receive a Windows Phone as a developer device, as per clause 21, the application created by a Participant should be certified in AppHub and published on Microsoft Corporation's Windows Phone Marketplace during the **Program Period**.
7. After the application(s) are published to the Windows Phone Marketplace, a Participant should submit the Program **Claim Form** at <http://www.iunlockjoy.com> on or before **18th December 2011**.
8. A Participant must ensure that his/her participation in the Program is lawful and is in accordance with the applicable laws.
9. No participation or other fee is required to be paid for participating in the Program.
10. The Participant agrees to provide Microsoft current, complete and accurate information.
11. An incomplete on-line registration form or submission by a Participant shall be rejected.
12. Microsoft reserves the right to reject any registration or submission without assigning any reason thereof. Any decision taken by Microsoft for rejecting any registration or submission shall be final and binding and not subject to any dispute or challenge.
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.
14. Microsoft does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reasons or explanation at any stage.
15. Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of the Participants.
16. Participation in the Program shall be construed as an acceptance of the Terms and Conditions stipulated herein. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
17. The Participant undertakes and declares that for participating in the Program, he/she shall not use any unauthorized or pirated software. In the event, a Participant is found to be doing so, such Participant shall forthwith be disqualified from participating in the Program.

18. The Microsoft officials engaged in the organization and management of the Program, 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 Program.
19. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Program 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.
20. To encourage participants to develop new Windows Phone applications and to recognize their efforts, Microsoft will give a **Merit certificate, a Windows Phone T shirt and a 2GB USB Flash drive** on development of **One** new Windows Phone application that gets certified in AppHub and published to the Windows Phone Marketplace within the Program Period. **Each Participant is eligible to claim this only once during the Program Period.**
21. If a Participant submits a minimum of **Four** new Windows Phone applications that get certified in AppHub and are published to the Windows Phone Marketplace within the Program Period, then Microsoft will provide a **developer device** (i.e. Windows Phone device – model and make as decided by Microsoft) to Participants for the purposes of testing future Windows Phone applications that they plan to develop. **Each Participant is eligible to claim this only once during the Program Period. Note that these Windows Phone applications must be distinct and should have non-trivial utility value for the application user. In case the submitted applications are found to be “Spam” or close replicas of existing applications, these will not qualify for the Program.** Participants may have to enter a separate agreement with Microsoft for receipt and usage of the developer device.
22. 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 items mentioned above..
23. All selected Participants shall also be informed individually by e-mail. However, there shall be no liability on Microsoft in the event such e-mail does not reach such Participants on any account whatsoever.
24. The decision on the Participants selected by Microsoft shall be final and binding and no correspondence or communication shall be entertained in this regard.
25. Microsoft or its Affiliates or Microsoft Corporation U.S. 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 Prize(s) awarded to them, if any. By participating in the Program, all Participants hereby agree to the same. Microsoft may, at its discretion, choose not to disclose the identity of the winning Participants to other Participants.
26. Items mentioned above in clauses 20 and 21 shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Program shall not entitle a Participant to the items. No other person or agent can claim the items on behalf of the Participant.
27. In the event the items involve manufactured items, these shall be subject to manufacturer's terms and conditions for warranty, service and maintenance, and Microsoft does not accept any responsibility for the same.
28. Where the items under the Program are items/goods, these shall be subject to availability. Microsoft at its discretion can provide alternate items of equivalent value. Pictures of the items/goods shown in the Program brochure may differ from the items/goods given.
29. 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 benefits shall be fully borne by the selected Participants. All benefits shall be subject to deduction of applicable withholding taxes.
30. 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 any Program, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Program or any transactions effected through the Program; (b) The Participant expressly agrees that his/her participation in the Program 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 Program shall be construed to mean the giving of any warranty of any kind by Microsoft.
31. Nothing in the Program shall affect any intellectual property rights of Microsoft in any product or service, which may be the subject matter of the Program.
32. Other than what is set forth below and in the Windows Phone Marketplace Application Provider Agreement, Microsoft does not claim any ownership rights to the Participants' entries. However, by submitting entries, the Participants:
 - grant Microsoft an irrevocable, worldwide right and license to: use, review, assess, test and otherwise analyze Participant's entry and all its content in connection with this Program; and feature Participant's entry and all its content in connection with the promotion of this Program in all media (now known or later developed);
 - agree to sign any necessary documentation that may be required for Microsoft and our designees to make use of the rights that Participants granted above;
 - understand and acknowledge that Microsoft, other Sponsors and other entrants may have developed or commissioned materials similar or identical to Participant's submission and Participants waive any claims they may have resulting from any similarities to their entry;
 - understand that Microsoft cannot control the incoming information that Participants will disclose to Microsoft's representatives in the course of entering, or what Microsoft's representatives will remember about Participant's entry. You also understand that Microsoft will not restrict work assignments of representatives who have had access to Participant's entry. By entering this Program, Participants agree that use of information in Microsoft's representatives unaided memories in the development or deployment of Microsoft's products or services does not create liability for Microsoft under this agreement or copyright or trade secret law;
 - understand that Participants will not receive any compensation or credit for use of Participant's entry, other than what is described in these Official Rules.

Please note that, following the end of this Program, Participant's entry may be posted on a website selected by Microsoft for viewing by visitors to that website. Microsoft is not responsible for any unauthorized use of Participant's entry by visitors to this website. While Microsoft reserves these rights, Microsoft is not obligated to use Participant's entry for any purpose, even if it has been selected as a valid entry.

33. The Program shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent Court at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Program 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.
34. The Participant agrees and undertakes to indemnify and keep Microsoft harmless and indemnified against any loss, damage, claims, costs and expenses 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 Program.
35. 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 Program 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.
36. Microsoft also reserves the right to withdraw or discontinue with the Program at any stage without any liability whatsoever to the Participant and, or, anyone.