

Terms and Conditions: I Unlock Joy

Following terms and conditions (the “Terms and Conditions”) shall apply to 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. The program (“Program”) is detailed below:

1. A Windows Phone application development and submission program shall run from 1st October, 2011 to 31st March, 2012 (both days inclusive the “Program Period”). Microsoft can curtail or extend the Program Period, as it deems necessary.
2. The “I Unlock Joy” program for professional developers shall be held from 1st October, 2011 to 31st March, 2012, as mentioned in the announcement page of the Program website: <http://www.microsoft.com/india/developer/windowsphone>, and announcement mails and banners.
3. The Program is strictly restricted to Technology Professionals over 18 years age from India only. Following shall be entitled to participate in the Program (“Participant”):
 - a. Software Developers
 - b. Project Managers
 - c. Software Architects

Please Note: This Program is not applicable to Students

4. A participant must ensure that his/her duly filled up valid Registration Form in English language, where it is necessary to fill the same, is posted in the website: <http://www.microsoft.com/india/developer/windowsphone> on or before the stipulated date as mentioned for the Program in the Program website. Microsoft shall not be responsible for any delays, losses or mutation of Registration Forms.
5. The Participant should also be successfully registered in the App Hub (at: <http://create.msdn.com/en-us/home/membership>), certified and submitted a qualified Windows Phone application in the Marketplace. The submissions by the Participants must be original and not copied from other sources.
6. To qualify to participate in the Program, all applications must pass certification testing before being published to Windows Phone Marketplace.
 - a. You can find the application policies and technical certification requirements in [Windows Phone 7 Application Certification Requirements](#).
 - b. All applications must pass certification testing before being published to Windows Phone Marketplace.
 - c. There's no cost for app/game certification or application updates.

7. 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 Program.

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

8. The Participant agrees to provide Microsoft current, complete and accurate information.
9. An incomplete online Registration Form by a Participant shall be rejected.
10. Microsoft reserves the right to reject any Registration Form without assigning any reason thereof. Any decision taken in this regard shall be final and binding, and not subject to any dispute or challenge.
11. The Participants hereby waive all rights and grant to Microsoft, Microsoft Corporation, USA or its Affiliates a royalty-free, non-exclusive, perpetual worldwide license to copy, modify and otherwise use and distribute their submission entry 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, know-how or techniques contained in such submissions or materials for any purpose. Microsoft shall be free to use the submissions in any of its current, future similar programs or for any case study purposes without paying any fees or royalty.
12. 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 of the Program.
13. Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without the consent of the Participants.
14. 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.
15. The Participant undertakes and declares that for participation in the Program, 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 Program.
16. The Microsoft officials engaged in the organization 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.
17. 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.

18. To encourage participants to develop new Windows Phone 7 applications and to recognize their efforts Microsoft will provide one seeding device (i.e. Windows Phone 7 device – model and make as decided by Microsoft) to Participants for the purposes of testing their future applications that they are developing, as follows.

Participants	No of applications to be developed
For all Developers	Three (3) new Windows Phone 7.x applications that get certified in <u>AppHub</u> and are published to the Windows Phone Marketplace within the Program Period
For Developers porting from other platforms	Two (2) new ported Windows Phone 7.x applications that get certified in <u>AppHub</u> and are published to the Windows Phone Marketplace within the Program Period
For Women Developers (First 100 Qualified Applications only)	One (1) new ported Windows Phone 7.x applications that get certified in <u>AppHub</u> and is published to the Windows Phone Marketplace - focused on either Entertainment, Fashion, Leisure, Game, Recreation or Travel themes - within the Program Period

Participants may have to enter a separate agreement with Microsoft for receipt and usage of the seeding device for testing future applications.

19. The name(s) of the selected Participants will be announced through Program website: <http://www.microsoft.com/india/developer/windowsphone>. All selected Participants shall be informed individually by email. However, there shall be no liability on Microsoft in the event such mail does not reach such Participants on any account whatsoever.
20. The selected Participants shall have thirty (30) days from the date of notification of their selection to respond at the notified place. Failure to respond within this period shall result in forfeiture of the Benefits.
21. The decision on the Participant Submissions selected by Microsoft shall be final and binding, and no correspondence or communication shall be entertained in this regard.
22. Microsoft or its Affiliates shall be entitled to use, in any manner, photographs and other details of the Participants or any other participating person, likeness and status in any publication including the Benefits 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 selected Participant to other Participants.
23. Benefits shall neither be transferable nor exchangeable for cash or otherwise. More participation in the Program shall not entitle a Participant to the Benefits. No other person or agent can claim the Benefits on behalf of the Participant(s).
24. In the event the Benefits 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.

25. Where the Benefits under the current 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 website and/or announcement mailers may differ from the items/goods given.
26. In the event Benefits involve travel, the selected Participant(s) shall be responsible for procuring and paying the cost of all legal documents and procedures in order to travel, including passports, visas, taxes and any other documents. All travel arrangements relating to the Benefits are subject to availability, as determined in Microsoft's sole discretion.
27. 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 or recovery of applicable withholding taxes.
28. 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.
29. All perpetual and worldwide intellectual property rights, including any copyright in the applications developed by the Participants and, or, their submissions, feedback, material and the like shall be owned by Microsoft, Microsoft Corporation USA or its Affiliates. Microsoft shall be entitled to exploit the same in any manner whatsoever.
30. 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.
31. The Program shall be governed by and construed in accordance with the laws of India. Any disputes, differences and, or, any other matters in relation to and arising out of the Program and, or, pertaining to 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.
32. The Participant 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 participation in the Program.

33. 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 right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect to 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.
34. 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.
35. 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.