

Microsoft Australia Hack4Good terms and conditions

1. Instructions on how to enter this competition 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 ("**Promoter**").
3. Entry is open to Australian residents aged 18 and over who are registered participants of the Microsoft Hack 4 Good Hackathon. Employees and their immediate families of the Promoter, its retailers, suppliers and associated companies and agencies are not eligible to enter.
4. The competition commences at 10.00am (AEDT) on Monday 14th November 2016 and closes at 4:00pm (AEDT) on Tuesday 15th November 2016 ("**Promotion Period**").
5. To enter, entrants must, during the Promotion Period, be registered for, and attend the Microsoft Hack4Good event. Entrants must enter the competition in the form of a team with a maximum of 5 members "**Team**". The Team must create a technology solution/project that helps people living with disability. The Team must make a 4-minute presentation of their project/solution to a judging panel.
6. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the Promoter believes either has tampered with the entry process or has submitted an entry otherwise than in accordance with these conditions of entry.
7. All valid entries received during the Promotion Period will be reviewed by the judging panel. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on "Impact & Innovation" (50%), "Feasibility & Collaboration" (25%) and "Execution" (25%). ("**Judging Criteria**").
8. The top 2 entries deemed to be the best by the judging panel in reference to the Judging Criteria will win:
 - a) the opportunity to meet with Microsoft CEO Satya Nadella on 16 November in Sydney during the Microsoft Australia Developer Event;
 - b) support through Social Ventures Australia Pty Ltd until 17 February 2017, which includes mentoring, ideation, project implementation and will be determined with the winning team(s) (Valued at up \$25,000.00 per team)
 - c) one ticket per Team Member (with a maximum of 5 tickets provided) to Microsoft premier technical training event – Microsoft Ignite Australia (14-17 Feb 2017, Gold Coast) with access 150+ technical training sessions, access to 150 Microsoft staff and networking opportunity. Travel and other costs not included. (Ticket Value \$2,200 per person)
 - d) Opportunity to demonstrate your project at Microsoft Ignite Australia
9. Total number prizes = 2. Total prize value = \$36,000.00 per team. Prizes are not exchangeable, transferable or redeemable for cash.

10. If the Promoter is unable to supply the nominated or any element of the prize, the Promoter reserves the right to supply another prize of greater or equal value.
11. All meals, beverages, extra activities, spending money and all other ancillary costs (including travel insurance) not expressly provided, as well as obtaining any of these, are the responsibility of the winner. In the event that 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.
12. All entries and any associated intellectual property owned by the participants that make up part of the entries remain the property of the participant.
13. Entrants warrant that their entry in the competition as well as any presentation or project to be presented as part of the competition does not infringe the intellectual property rights of any third party. The entrant indemnifies and will keep the Promoter and its associated agencies indemnified against any loss, costs (including legal costs), expenses or liability the Promoter and its associated agencies may suffer arising out of a breach by the entrant of this clause.
14. The Promoter's decision on winners is final and no correspondence will be entered into. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.
15. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prize. The Promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.
16. Winners of all prizes will be notified in person during the Hack 4 Good Winners announcement at 6pm (AEDT) on Tuesday 15th November 2016.
17. In the event that a prize is not claimed by 6:15pm (AEST) on 15th November 2016, the judges will select an alternate winner on the basis of the Judging Criteria. In the event that the alternate winner does not claim their prize by 6:30pm (AEST) on 15th November 2016 then the prize will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu of that prize.
18. Before the prize is awarded, the winning teams will be required to sign a form to release the Promoter from, and indemnify the Promoter against, any and all liability arising from the use or participation in the prize.
19. The prize of tickets to, and the ability to showcase a project at Microsoft Ignite Australia is subject to the conditions of entry of Microsoft Pty Ltd to Microsoft Ignite Australia Promoter].
20. The prize of ongoing support by Social Ventures Australia Pty Ltd is subject to the winners entering into a subsequent agreement with Social Ventures Australia Pty Ltd and the Promoter and its related bodies corporate are not responsible or liable for any direct or indirect loss suffered by any entrant as a direct or indirect result of the conduct of Social Ventures Australia Pty Ltd.

21. Any costs associated with entering the competition are the responsibility of the entrant.
22. Failure by the Promoter to exercise any of its rights contained within these terms and conditions at any time does not constitute a waiver of those rights.
23. Entrants agree, at the Promoter's request, to participate in any promotional activity such as photography, blog posts and social media surrounding this competition or the winning of any prize. Entrants agree that they will not be remunerated for this participation. Entrants consent to the Promoter and its associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the entrant.
24. These terms and conditions do not, nor do they purport to, 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.
25. 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 or the use of the prizes.
26. 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. 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.
27. 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 for publicity purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described. Entrants may access and/or change their data by following the procedures in the Promoter's privacy policy which is available at www.microsoft.com/privacystatement. 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.