

**TERMS AND CONDITIONS**  
**“Journey to the Websummit Startup Challenge” Program**

By taking part in this program, you accept these “Terms and Conditions” and agree to be bound by them.

**INFORMATION ON THE PROMOTOR:**

1. MSFT – Software para microcomputadores, Lda. (a Subsidiary of Microsoft Corp. and hereafter referred to as “MICROSOFT”), is a company registered under Portuguese taxpayer number 502586745, with registered offices at Rua do Fogo de Santelmo, Lote 2.07.02, 1990-110 Lisbon.
2. MICROSOFT is the organizing entity for the **“Journey to the Websummit Startup Challenge” Program** (the “Program”) and is responsible for all administrative matters regarding the Program.
3. Any questions or comments you may have can be sent by e-mail to [thejourney@microsoft.com](mailto:thejourney@microsoft.com).

**WHO CAN PARTICIPATE:**

4. The Program is open to all start-up companies with registered offices in Portugal and which are a part of the [Microsoft BizSpark Program](#).
5. The following may not participate or win any prizes within the Program: (a) employees of MICROSOFT, of any company within the MICROSOFT group or of MICROSOFT agents, nor their direct first-degree or second-degree relatives, as well as (b) any persons which are directly or indirectly professionally associated to MICROSOFT, nor their direct first-degree or second-degree relatives.

**HOW TO PARTICIPATE:**

6. Participation is free, with no purchase of any products/services necessary, but participants must have access to the Internet.
7. To apply for the Program, participants must fill out the application form available at [\(Link to be added\)](#), between **00h00 of 19 September 2016** and **23h59 of 2 October 2016 (GMT)**.
8. Only one application is allowed per start-up company.
9. After the application period has ended, applications which are considered valid will be analysed by a jury of entrepreneurship experts, which will select 8 finalists by 5 October 2016. These finalists will be contacted by e-mail so as to participate in an event which will take place on 18 October 2016, at MICROSOFT’s registered offices in Lisbon, where the winner will be selected. In this event, finalists must pitch their solutions to the jury. This jury will select the winner on this date, and that winner will be awarded this Program’s prizes.

**RULES ON CONTENT FOR APPLICATIONS AND PARTICIPANTS:**

10. By participating in this Program, you warrant, declare and acknowledge the following:

- a. That you are the holder of all intellectual property rights related to your application;
- b. That your application is an original work of your authorship, which does not violate any third party rights;
- c. That your application complies with the applicable law.

#### **SELECTION AND NOTIFICATION OF THE WINNERS:**

11. MICROSOFT and the jury's decisions will be final and binding in all aspects to all participants, and no exchanges of correspondence regarding those decisions will be accepted.
12. MICROSOFT reserves the right to not award any prizes in the event that it considers that the applications received do not meet a minimum reasonable standard of quality.

#### **PRIZES:**

13. The winner will receive the following prizes:
  - a. Entrance into the Websummit event, to be held from 7 to 10 November 2016 in Lisbon, for up to 3 employees of the winning start-up company;
  - b. Showcase space at MICROSOFT's stand, for promotion of the winning start-up company's solution;
  - c. Inclusion in MICROSOFT's European Start-up Booklet, to be promoted before and after the event;
  - d. Networking opportunities with key clients, investors and start-up accelerators at an invitation-only event promoted by MICROSOFT during the Websummit.
14. Additional prizes will be announced before the 5<sup>th</sup> of October 2016.
15. MICROSOFT reserves the right to replace these prizes (or any part of these prizes) by a prize or prizes of an equivalent or greater value, if such is deemed necessary for reasons reasonably beyond its control. There will be no monetary or cash alternative to the prizes (or to part of the prizes), and the prizes are not reimbursable or transferable.

#### **LIABILITY:**

16. MICROSOFT is not permitted by law to exclude or limit its liability regarding damages such as death or personal injury resulting from its own negligence, or regarding damages caused by false statements when made fraudulently. MICROSOFT accepts full liability regarding these matters and all other matters for which it cannot legally exclude or limit its liability.
17. MICROSOFT will not be held liable for (and will have no liabilities related to) any of the following events, whenever these occur for reasons reasonably beyond MICROSOFT's control:
  - a. any delay or cancellation of the Program; and
  - b. any changes to the prizes or the way in which those prizes may be used.
18. MICROSOFT accepts no liability for network, computer, hardware or software faults which may affect the sending, receiving or processing of your application.
19. MICROSOFT equally accepts no liability for any damages or losses incurred due to distributed denial-of-service attacks, viruses or malicious codes which may infect its computing equipment, computer programs, data or other exclusive materials, due to its use

in MICROSOFT's online domains or due to the transfer of any materials published in those domains or any Internet pages associated to those domains.

**PERSONAL INFORMATION AND DATA PROTECTION:**

20. By participating in this Program, participants accept, in the event that they become winners:
  - a. to grant to MICROSOFT the right to use their name and image for promotional and advertising purposes and for no additional compensation (and, if requested by MICROSOFT, to sign a written statement to that end);
  - b. to take part in advertising and public relations activities, to a reasonable extent, at MICROSOFT's request.
21. Any personal information which participants supply to MICROSOFT during the Program will be used by MICROSOFT and its authorised agents, affiliates and subcontractors to assess the applications and manage the Program. This information may be revealed to third parties for purposes related to the management of the Program, and may be made available to the public over the Internet and/or other media. This disclosure or publication may entail the transfer of your personal information to countries outside of the European Economic Area.
22. When authorised to that end, MICROSOFT and its affiliates may also use your personal information to periodically send you information on their products.
23. For more information on how to manage and protect your personal information, please read our Privacy Policy, available at <http://privacy.microsoft.com/pt-pt/default.mspx>.

**MISCELLANEOUS:**

24. MICROSOFT reserves the right to change these "Terms and Conditions" at any moment.
25. These "Terms and Conditions" will be governed by Portuguese law, and all related disputes will be exclusively settled by the Portuguese courts.