

***The Ultrabook™ Experience Software Contest* (Skills Contest) - Terms and Conditions.**

1. How to Enter

Invitations to participate in the ***Ultrabook™ Experience Software Contest*** will be sent to developers enrolled in the Intel Software Partner Program, the Intel Software Network and additionally promoted through widely available online advertisement.

2. Contest Description

Phase I: “Nominees Selection”

4th June 2012 – 6th of September 2012

31st August 2012: submission period for Phase I closes

To be considered for the contest, entrants will be asked to submit:

- Personal Data (Business Card level)
- Description of Software (With OS, Development Language, Software type)
- Description of Software differentiation on Ultrabooks™
- Description of how the software influences the Ultrabook™ user experience

Based on the content of the above submissions thirty (30) Nominees will be selected by a panel of three (3) Intel Judges to enter the contest based on the following criteria:

- Passion and interest in winning this competition,
- Skill, expertise, and artistry in building great consumer applications optimized for Ultrabook™,
- Best description of Software offering a good user experience on Ultrabooks™

1st September 2012 - 5th of September 2012: Judging takes place to identify 30 Nominees.

6th of September 2012: Nominees will be notified via e-mail.

Phase II: “Winners Selection” - open to Nominees only

6th of September 2012 – 6th of November 2012

31st of October 2012: submission period for Phase II closes

In the second phase Nominees must submit a demo version of their software applications for Intel engineers to validate on Ultrabooks™. Such demo can be uploaded through a secure FTP server on the contest registration website or be sent in to the Intel office at:

Intel GmbH
Att: Florian Piroth
Dornacherstrasse 1
85622 Feldkirchen

GermanyLimitations:

- Only one demo per participant possible
- The software application must be commercially available
- Intel is not responsible for any lost or delayed shipments

1st of November 2012 to 05th of November 2012: Judging takes place to identify three (3) Winners

6th of November 2012: Winners will be notified via e-mail.

3. Selection of the Winners

For final judging, an Engineer will validate the entries and provide a report to the Panel of four (4) Intel judges, who will review the Nominee's submission and grade them according to the following criteria.

- Optimization for Ultrabook™ (ported or optimized existing app that runs on an Ultrabook)
- App Design
- Software must excel the criteria in three vectors:
 - User Experience
 - Physical
 - Social
 - Temporal
 - Infrastructural
 - Technical Innovation
 - Adaption of latest Intel Hardware
 - Power consumption
 - Sensor adaption
 - Entertainment
 - Fun factor
 - User retention

Based on these criteria the Panel will select the Winners.

4. Prize(s)

Phase I

The 30 Nominees will receive the following Prizes:

- An Ultrabook™ system worth approx. 1500\$
 - Will be sent by Intel 1 week after nomination
- A Wooden Plaque stating their Nomination.

Phase II

Each of the 3 Winners will receive the following Prizes:

- A 6 day trip to Munich Germany
 - Invitation to Board of Advisors Meeting in Munich Germany
 - ****Hotel accommodation for 5 nights in Munich. **Intel will organize your accommodation**
 - A return flight to Munich. **Intel will organize your travel.**
 - An award statuette stating your Win.
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- **NO CASH REFUNDS (Cash alternatives) OR OTHER SUBSTITUTIONS is available.**
 - **Intel will organize your travel and accommodation as defined above but will not reimburse you for any further costs you may have to pay because of the trip like meals or any other subsistence costs**

5. List of Winner(s)

The list of the Nominees and Winners will be posted on the Intel Software Network site, the Intel Software Network Facebook fan page, the Intel Software Partner program newsletter and Intel Chipshot.

6. Delivery of the Prizes to the Prize Winner(s)

Physical prizes awarded for the winning contributions will be sent to participants within one (1) week from the date of the notification email or confirmation of the winning participant's physical address, whichever is later. Intel will be responsible for coordinating the date of the Board of Advisor Meeting and will book the flights and the Hotel accommodation for the three (3) winning Nominees.

Legal Documents

[Privacy Policy](http://www.intel.com/sites/sitewide/en_US/privacy/privacy.htm?iid=ftr+privacy), http://www.intel.com/sites/sitewide/en_US/privacy/privacy.htm?iid=ftr+privacy
[Terms of Use](http://www.intel.com/sites/corporate/termsfuse.htm), <http://www.intel.com/sites/corporate/termsfuse.htm>

The Ultrabook™ Experience Contest Rules

1. These rules (including the [Intel Privacy Policy](http://www.intel.com/sites/sitewide/en_US/privacy/privacy.htm?iid=ftr+privacy) and the [Terms of Use](http://www.intel.com/sites/corporate/termsfuse.htm)) govern the Ultrabook™ Experience Software Contest (skills contest; the “Contest”) and set out the terms and conditions between Intel Corporation and its affiliates (“Intel” or “us/we”) and each participant (“participant” or “you”).
2. You are eligible to participate in the contest if you meet the entering requirements
3. No purchase necessary. Purchase does not increase your chance of winning. Void wherever prohibited.
4. You must speak, read and understand English and you must be aged 18 years or over to participate in the contest. If you apply to register for the contest, if you contribute to the contest, once you are registered or if you accept any contest prizes, you accept these rules.
5. Employees of Intel Corporation, its affiliates, subsidiaries, advertising and promotion agencies, and the immediate families of each may not enter. This limitation is void where prohibited.
6. The contest is open to participants in all EMEA regions. All national and local laws and regulations of the resident's country of residence apply. Residents of countries under U.S. embargo are not eligible to enter. The contest is void wherever else it is restricted or prohibited by law.
7. We may refuse your contribution for any good reason.
8. We may alter the number of nominees for any good reason
9. Intel provides you with access to a variety of resources on Intel® Software Network including communication forums, documentation, download areas, code samples, videos, blogs, articles and contests (the “resources”).
10. You agree to submit contributions to the contest (“contributions”) under the following conditions:
 - A. Intel does not claim ownership of your contributions to the contest in form of sample code, content, videos, articles or any other contributions you submit

Intel Independent Development. You understand and acknowledge that Intel may be independently creating applications that may be similar to your contributions, and Intel is not restricted or prevented from creating and fully exploiting such applications without any obligation to you.

B. By submitting your contributions, you are granting Intel and its affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights:

(1) to publicly perform or display, broadcast, transmit the contributions in whole or in part, for promotional and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the contributions to Intel affiliates, its marketing agencies and to third parties for these purposes, and

(2) to publish your name or alias in connection with this contest and your contributions for marketing and promotional purposes worldwide in any and all forms of media, whether now known or hereafter devised .

C. Your contributions to the contest will be available to other participants and to ensure they are safe and freely usable by other participants, you warrant that:

- you own or otherwise have all rights necessary for you to provide the contributions and grant the rights described above and you do not disclose any information which would constitute a violation of a confidentiality obligation;
- your contributions do not contain any viruses, worms, spy ware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer; and
- your contributions are not subject to license terms that require any software or documentation incorporating or being derived from your contributions to be licensed to others.

D. You further agree and warrant that you shall not submit any contribution:

- That is known by you to be false, inaccurate or misleading;
- That shows another person but yourself or an image created by another person if you submit any photos;
- that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;

E. Apart from prizes offered as part of the contest, no monetary compensation will be paid for any of your contest contributions.

11. Intel is not responsible for contest entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or other electronic malfunctions. Intel is not responsible for incorrect or inaccurate entry information, whether caused by you or any other persons or by any of the equipment or programming associated with or utilized in the contest.

12. You may be required to sign and return releases of liability, declarations of eligibility, and where lawful, publicity consent agreements, within five (5) days of acknowledged notification. If minors are allowed to enter and a prize is won by a minor, all required documentation must be signed by the parent/legal guardian. If a selected potential winner cannot be contacted, is ineligible (under these rules or due to a failure to comply with any of the other applicable policies, licenses, rules, and terms of service, fails to claim a prize, or fails to timely return the completed and executed releases/agreements as required), prize may be forfeited and an alternate potential winner may, at Intel's discretion, be selected. Physical prizes awarded for the winning contributions will be sent to participants within six (6) weeks from the date of the notification email or confirmation of the winning participant's physical address, whichever is later.
13. Prizes are personal to the participant submitting the winning contribution and cannot normally be transferred. All prizes are subject to availability and they may change at any time and Intel may award substitute prizes of equal or greater value. A cash alternative is not available. Odds of winning depend on the total number of eligible entries received.
14. The winner accepts responsibility for all federal, state and local taxes and fees in connection with the prizes. The winner shall be solely responsible to obtain all permissions and authorizations to collect and receive the prize in accordance with the laws of the participant's country of residence. This contest is void where prohibited or restricted by law, and subject to applicable federal, state provincial and local laws. If the winner is a resident of a country in Latin America, cash prizes will be replaced by goods and/or services of equal value in Intel's sole discretion.
15. Acceptance of the prize will constitute permission to use winner's name and/or likeness for promotional purposes without further compensation except where prohibited by law.
16. Intel does not provide any warranty on the prizes. To the fullest extent allowable by law, Intel specifically disclaims any representations or warranties, express or implied, regarding the prizes, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.
17. We may, on notifying you, immediately suspend or terminate your rights, if you breach these rules or if we reasonably believe that you have submitted a contribution in violation of these rules.
18. Intel reserves the right, in its sole discretion, to suspend or cancel the contest at any time for any reason.
19. You can withdraw your contribution at any time by notifying us. If a contribution is withdrawn your rights to win a prize in this contest are lost.
20. These rules apply to your contribution and the resources, unless we provide any items to you under more specific terms, in which case those more specific terms will apply to the relevant items. We may make changes to these rules at any time without notice to you. The most current version of the rules can be reviewed on the www.ultrabook-software-contest.com . Contributing to the contest or accepting prizes will constitute acceptance of the revised rules.
21. Our only responsibilities with respect to the contest are set out in these rules. These rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
22. For any feedback or questions regarding the contest or the prizes you can contact Intel by sending an email to the Florian Piroth EMEA Marketing Manager, florian.piroth@intel.com

23. If Intel improperly denies you any prizes, Intel's entire liability and your sole and exclusive remedy will be limited to a distribution of the equivalent amount of prizes as set forth above. By participating in the contest, you waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.
24. If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Intel which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Intel reserves the right at its sole discretion, to disqualify any individual who tampers with the entry or voting process, and to cancel, terminate, modify or suspend the contest.
25. Intel assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Intel is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Intel on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this contest or downloading any materials in this contest.
26. The promoter of this contest is Intel. The contest is administered by:
Intel Corporation
Software & Services Group - Intel Software Partner Program
Dornacherstrasse 1
85622 Feldkirchen
Germany

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