

Microsoft Virtual Academy for Developers Promotion

1. Instructions on how to enter 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.
3. Entry is open to Australian residents who have an active Microsoft account and are registered with the Microsoft Virtual Academy. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the promoter to enter into a further agreement as evidence of consent to this promotion.
4. Employees and their immediate families of the promoter, its retailers, suppliers and associated companies and agencies are not eligible to enter.
5. The promotion commences at 12.00am AEDST on Wednesday 21st May 2014 and closes at 11.59pm AEST on Friday 21st June 2014 (**Promotional Period**).
6. To enter, an entrant must, during the Promotional Period:
 - a) visit one of the following URLs using their Microsoft account's username and password:
 - <http://www.microsoftvirtualacademy.com/training-courses/enterprise-developer-camp-jump-start>;
 - <http://www.microsoftvirtualacademy.com/training-courses/building-modern-web-apps-jump-start>,together (the "**URLs**");
 - b) complete one of the following courses:
 - Enterprise Developer Camp Jump Start; or
 - Building Modern Web Apps Jump Starttogether (the "**Courses**") and ;
 - c) on completion of one of the Courses, send a screenshot of the page which confirms completion of a Course, to jumpstartandwin@promtel.com.au, along with their name, address, age, phone number and email address.
7. 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.

8. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
9. Incomplete, indecipherable or illegal entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
10. All entries become the property of the promoter. 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.
11. A maximum of two entries are permitted per person. .
12. The prizes will be drawn at 12.00pm (AEST) on Monday 24th June 2014 at Microsoft Australia, 1 Epping Road, North Ryde NSW 2113.
13. The first entry randomly drawn from all valid entries received will win one (1) Xbox One with Titanfall pack valued at \$599.00 (AUD) RRP and one (1) Nokia Lumia 925 Windows Phone valued at \$450.00 (AUD) RRP.
14. Total number prizes = 1. Total prize pool value = \$1049.00.
15. Prizes are not transferable or exchangeable and are not redeemable for cash.
16. If the promoter is unable to supply the nominated prize, or part of any nominated prize, the promoter reserves the right, subject to the written direction of any competent authority, to supply another prize of greater or equal value.
17. The winner is responsible for making connection with mobile and internet service providers as necessary to use their prize, and all associated access, call, internet and other charges.
18. Subject to the unclaimed prize draw clause, in the event that, for any reason whatsoever, 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.
19. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. Any costs associated with entering the promotion, downloading the software programs via one of the URLs listed in clause 6(a), and accessing the URLs are the responsibility of the entrant.
21. 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.
22. Each valid entry has an equal probability of winning.

23. The winner will be notified in writing via email within two (2) business days of the draw and the winner's name will be published online at both of the URLs listed in clause 6(a) and <http://aka.ms/msdeveloper> on Friday 27th June 2014.
24. If necessary, a second draw will be conducted at 12.00pm (AEST) on 26 September 2014 at Microsoft Australia, 1 Epping Road, North Ryde NSW 2113, subject to any directions given by any relevant authority. Any unclaimed prize winner will be notified in writing via email within two (2) business days of the unclaimed prize draw. The winner's name will be published online at both of the URLs listed in clause 6(a) and <http://aka.ms/msdeveloper>.
25. The promoter's decision is final and no correspondence will be entered into.
26. If any winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on their behalf.
27. The promoter assumes no responsibility for, and the entrant releases the promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.
28. 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.
29. The following applies to goods and services supplied by the promoter (including prizes) in accordance with these conditions of entry which provide a warranty against defects: Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
30. 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.

31. 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, subject to any directions given by any relevant authority. 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.
32. 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.
33. Permit Numbers: NSW PERMIT NO. LTPS/14/03593 , ACT PERMIT NO. TP 14/01635