

## **Surface in the Classroom Accessory Design Contest Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**PLEASE NOTE:** It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions. If you are participating in violation of your employer's policies, you may be disqualified from entering or receiving prizes. Microsoft disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this matter, and prizes will only be awarded in compliance with the employer's policies. **GOVERNMENT / PUBLIC SECTOR EMPLOYEES:** If you are a public sector employee (including education), all prize awards will be awarded directly to your public sector organization and subject to receipt of a gift letter signed by your educational institution's ethics officer, attorney, or designated executive/office responsible for your organization's gifts/ethics policy. Microsoft seeks to ensure that by offering items of value at no charge in promotional settings it does not create any violation of the letter or spirit of the customer's/entrant's applicable gifts and ethics rules.

**1. Eligibility:** Surface in the Classroom Accessory Design Contest (the "Promotion") is open to students, professionals and enthusiasts fourteen (14) years of age or older who have experience, knowledge or interest in designing hardware and software tools for educational settings and who did not purchase any equipment for the purpose of entering this Promotion. Any minor entrant must have a parent or legal guardian's permission to enter, and the parent or legal guardian must agree to be bound by these Official Rules on the entrant's behalf. Employees of Microsoft Corporation, ePrize, Inc., and any of their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void in Cuba, Iran, North Korea, Sudan, Syria and where prohibited. The Promotion contains a contest ("Contest") and a sweepstakes ("Sweepstakes").

**2. Sponsor:** Microsoft Corporation, One Microsoft Way, Redmond, WA 98052.  
**Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Agreement to Official Rules:** By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Promotion begins on November 19, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on January 24, 2014 at 11:59 p.m. ET (the "Promotion Period"). The Promotion consists of a Sweepstakes that runs the entire length of the Promotion Period and three (3) Contest phases as set forth in the chart below.

<b>Phase</b>	<b>Start Date (at 12:00 a.m. ET)</b>	<b>End Date (at 11:59 p.m. ET)</b>
Submission	November 19, 2013	December 31, 2013
Voting	January 1, 2014	January 17, 2014
Judging	January 18, 2014	January 24, 2014

Administrator's computer is the official time-keeping device for the Promotion.

**5. How to Enter:** During the Promotion Period, visit <http://www.surfaceclassroomchallenge.com/>, and complete and submit the registration form, including a valid home address. P.O. Boxes are not permitted. You will automatically receive one (1) Sweepstakes entry.

Then, if you entered during the Submission Phase, you may also proceed to the Contest entry page where you will be provided directions on how to upload one (1) .JPG file that displays your own graphical design for a Surface accessory that displays how the Surface will shape the Classroom of the Future, a 100 word short description of the design 100 words or fewer and a title of the design (not to exceed 15 words collectively referred to as your submission ("Submission")). By uploading your Submission, you agree that your Submission conforms to the Design Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Promotion if it believes that your Submission fails to conform to the Guidelines and Restrictions.

Design Guidelines:

- The Submission must be in .JPG format;
- The Submission must not exceed 5 MB in size;
- The Submission must contain a title and description;
- The Submission's title and description must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to confidentiality, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Promotion;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may receive one (1) Sweepstakes entry during the Promotion Period; each entrant may also upload one (1) substantially unique (in the judge's sole opinion) Submission per day during the Submission Phase. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries/Submissions by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries/Submission and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Entrants must have permission from all individuals that appear in a Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and

display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. By entering the Contest, you acknowledge that Sponsor may obtain other Submissions, content or materials that are similar or identical in theme, format or other respects to that uploaded by you. You acknowledge that, by uploading a Submission, Sponsor does not waive any rights to use similar or related ideas, themes, or concepts previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries/ Submissions, which will be disqualified. In the event of a dispute as to any entry/Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY/ENTRY AND IS VOID AND WILL NOT BE HONORED.**

#### **7. Winner Determination:**

**a. Sweepstakes:** Administrator will randomly select the potential Sweepstakes winners, from all eligible entries received during the Promotion Period, on or around January 27, 2014. The potential Sweepstakes winner will be notified by mail, email or phone after the date of the random drawing.

**b. Contest:** The Contest winners will be determined through the process outlined below:

**i. Voting Phase:** During the Voting Phase, the Submissions will be posted in an online gallery for public voting at <http://www.surfaceclassroomchallenge.com/>. Persons who meet the eligibility criteria as set forth in Section 1, will be invited to vote for the Submission they believe is best based on the Judging Criteria outlined below. Limit: Each person may vote one (1) time per day during the Voting Phase. Votes received from any person or email address in excess of the stated number will be void. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Subject to the entrants' compliance with these Official Rules, the ten (10) entrants whose Submission receives the highest number of valid votes during the Voting Phase will be deemed the potential finalists ("Finalists"). In case of a tie, the entrant whose Submission received the highest number of votes first, as determined by the Sponsor, will be deemed the Finalist. Sponsor reserves the right to select fewer than ten (10) Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

**ii. Judging Phase:** During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will review the Submissions of the ten (10) Finalists and select the Contest Grand Prize Winner who has the highest scoring Submission from among all eligible Finalists Submissions, based on the following criteria (“Judging Criteria”):

- Creativity/Originality (33%);
- Quality of Submission (33%); and
- Impact of Design on shaping the Classroom of the Future (34%)

The remaining nine (9) Finalists will be deemed Runner-Up Prize winners. Potential Contest winners will be notified by mail, email or phone on or around January 27, 2014. In the event of a tie, the entrant whose Submission received the highest score for the Fit to Contest Theme category during the Judging Phase, will be deemed the potential Contest Grand Prize winner. Sponsor reserves the right to award fewer than the stated number of Contest prizes, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor also reserves the right, in its sole discretion, to select an alternate Grand Prize or Runner-Up Prize winner should the voting appear to have been tampered with or manipulated in any way.

**8. Winner Requirements:** Except where prohibited, each potential Contest Prize winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. If a potential Contest winner is disqualified for any reason, an alternate winner will be selected by the qualified judges based on the Judging Criteria. If the school selected by the Contest Grand Prize winner to receive the donation of is a public educational institution the donation is subject to the requirements described in the Prize section below. If a potential Sweepstakes or Contest winner is a public sector employee (including education), all prize awards will be awarded directly to the public sector organization at which they’re employed, and will be subject to receipt of a gift letter signed by the organizations ethics officer, attorney, or designated executive/office responsible for the organization’s gifts/ethics policy. If a potential Sweepstakes winner is disqualified for any reason, an alternate winner will be selected through a random drawing from among all eligible entries. Only three (3) alternate winners will be determined for any prize, after which the applicable prize may remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. Acceptance of any prize shall constitute and signify winner’s agreement and consent that Sponsor and its designees may use the winner’s name, city, state, likeness, photo, Submission and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each Contest winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each Contest winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the

right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

## **9. Prizes:**

**a. Sweepstakes:** TEN (10) SWEEPSTAKES GRAND PRIZES: a Surface 2 device. Approximate Retail Value ("ARV"): \$449. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Total ARV of Sweepstakes Prizes: \$4,490.

**b. Contest:** ONE (1) CONTEST GRAND PRIZE: A Surface Pro 2 device for the winner and the opportunity to select a school for Sponsor to donate thirty two (32) Surface 2 devices, thirty two (32) touch covers, and one (1) Anthro charging cart. Select school must be an accredited institution approved by Sponsor, and may be subject to receipt of a gift acceptance letter from the institution described more fully below. Approximate Retail Value ("ARV"): \$899. NINE (9) RUNNER-UP PRIZES: A Surface Pro 2 Device. ARV: \$899. Total ARV of Contest Prizes: \$8,990.

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize or a portion thereof for one of equal or greater value if the prize is not available in the winner's country or region of residence, or should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. All prize details are at Sponsor's sole discretion. If the school selected to receive the donation of is a public educational institution, the items will be donated directly to the school and subject to Microsoft's receipt of a gift letter signed by the school's ethics officer, attorney, or designated executive/office responsible for the school's gifts/ethics policy. Microsoft seeks to ensure that by making donations in promotional settings it does not create any violation of the letter or spirit of any applicable gifts and ethics rules.

**10. Release:** By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent and affiliate companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor may, in its sole discretion, determine the Contest winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above, and Sponsor reserves the right to award the Sweepstakes and Instant Win Game Prizes at random from among the eligible entries received up to the time of the impairment. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or those of any other

promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Promotion-related materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Released Parties are not responsible for any unauthorized third party use of any Submission. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes entry or Instant Win Game play, if it is possible. If the Sweepstakes or Instant Win Game, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrant is subject to Administrator's Privacy Policy <http://www.eprize.com/privacy-policy> and Sponsor's Privacy Policy <http://privacy.microsoft.com/en-us/fullnotice.mspx>.

**15. Winner List:** For a winner list, visit <http://bit.ly/175lSku>. The winner list will be posted after winner confirmation is complete.

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