# **Terms and Conditions**

Please review the official rules and visit http://aka.ms/learntogether-graph to learn more about the Learn Together: Building Apps with Microsoft Graph event.

#### 1. HOST

These Official Rules ("Rules") govern the operation of the Microsoft prize and swag at Learn Together: Building Apps with Microsoft Graph event. Contest ("Contest"). Microsoft Corporation, of One Microsoft Way, Redmond, Washington, USA, 98052 is the event host ("Host").

#### 2. DEFINITIONS

In these Rules, "Microsoft", "we", "our", and "us", refer to Host and "you" and "yourself" refers to a Contest participant. "Event" refers to the Learn Together: Building Apps with Microsoft Graph event held on Learn TV on April 14 2:00 PM AEST and 8:30 AM PDT. By entering you (your parent/legal guardian if you are a minor) agree to be bound by these Rules.

## 3. ENTRY PERIOD

The prize offering will operate at Learn Together during event and watch party hours ("Entry Period").

# 4. ELIGIBILITY

Open to any Event attendee 18 years of age or older that participate in the relevant event and watch party activities.

Minors must have consent of a parent or legal guardian. Employees and directors of Microsoft Corporation and its subsidiaries, persons involved in the execution or administration of this promotion, and the family members of each (dependents, immediate family members, and individuals residing in the same household) are not eligible. Void where prohibited.

For events: If you are attending the Event in your capacity as an employee, it is your sole responsibility to comply with your employer's gift policies. Microsoft will not be party to

any disputes or actions related to this matter. GOVERNMENT EMPLOYEES INCLUDING EDUCATORS: Microsoft is committed to complying with government gift and ethics rules and therefore government and public sector employees are not eligible for this promotion.

#### 5. HOW TO ENTER

To enter, you simply participate in the event and watch party experience during the entry period. Two participants will each receive a Sphero SPRK+ Robotic ball.

Participants may NOT engage or promote, as determined by us in our sole and absolute discretion, any content that:

- is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- is profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a political agenda;
- is obscene or offensive;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- communicates messages or images inconsistent with the positive images and/or good will with which we wish to associate; and/or
- violates any law.

We are not responsible for excess, lost, late, damaged, or incomplete entries. If disputed, entries will be deemed submitted by the authorised account holder of the email address, social media profile, or other method used to enter.

## 6. USE OF ENTRIES

We are not claiming ownership rights to your participation of the challenge. However, by submitting an entry, you grant us an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyse your entry and all its content in connection with this Contest and use your entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, including, but not limited to, the marketing, sale or promotion of Microsoft products or services, without further permission from you. You will not receive any compensation or credit for use of your entry, other than what is described in these Rules.

By entering you acknowledge that the we may contact you about your challenge participation and engage with you about relevant content and opportunities.

Your entry may be posted on a public website. We are not responsible for any unauthorised promotion of your participation by visitors to this website. We are not obligated to promote your entry for any purpose, even if it has been selected as a winning entry.

#### 7. WINNER SELECTION AND NOTIFICATION

The decisions of the hosts and event organizers are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer winners than the number of Prizes described below or provide them to others that engaged in the event either live or on-demand.

#### 8. PRIZES

Prizes include:

• Sphero SPRK+ Robotic ball: Educational STEM & Robot Toys for Kids | Sphero

No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted. Prize winners may be required to complete and return prize claim and / or tax forms ("Forms") within the deadline stated in the winner notification. The prize(s) may be considered a taxable benefit to the winner(s). Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize. By accepting a prize, you agree that Microsoft may use your entry, name, image and hometown online and in print, or in any other media, in connection with this Contest without payment or compensation to you, except where prohibited by law.

## 9. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising in connection with this Contest or any prize won.

All local laws apply. The decisions of Microsoft are final and binding. Failure by Microsoft to exercise any of its rights contained within these Rules at any time does not constitute a waiver of those rights.

These Rules 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.

We reserve the right to cancel, change or suspend this Contest for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Contest, whether human or mechanical. If the integrity of the Contest cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Contest by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the full extent of the law and you may be banned from participation in future Microsoft contests.

We reserve the right to verify the validity of entries and to disqualify any entrant whom we believe has either tampered with the entry process or has submitted an entry that is not in accordance with these Rules.

# **10. WINNERS LIST**

When prize recipients are identified, a message will be sent to you from the planning team to claim your prize. All prize communications will be complete by April 30, 2021. If you did not receive communication from the event team, then that means you were not granted a prize. We are not responsible for unread emails, spam email folders, accidently deleted mails, or other forms of loss.

## 11. PRIVACY

At Microsoft, we are committed to protecting your privacy. Microsoft uses the information you provide to notify you of important information about our products, upgrades and enhancements, and to send you information about other Microsoft products and services. Microsoft will not share the information you provide with third parties without your permission except where necessary to complete the services,

transactions, or prize delivery you have requested or participated in, or as required by law. Microsoft is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorised access, use, or disclosure. Your personal information is never shared outside the company without your permission, except under conditions explained above.

By entering this challenge, you consent to the use of your information as described in these Rules. You may access and/or change your data by following the procedures in Microsoft's privacy policy, which is available at <a href="https://www.microsoft.com/privacystatement">www.microsoft.com/privacystatement</a>.

If you believe that Microsoft has not adhered to this statement, please contact Microsoft by sending an email to <a href="mailto:privrc@microsoft.com">privrc@microsoft.com</a> or postal mail to Microsoft Privacy Response Center, Microsoft Corporation, One Microsoft Way, Redmond, Washington, USA, 98052.

#### 12. GOVERNING LAW

This Contest will be governed by the laws of the State of Washington in the United States of America, and you consent to the exclusive jurisdiction of the courts of the State of Washington in the United States of America for any disputes arising out of this Contest.