

TERMS & CONDITIONS FOR THE MICROSOFT Great Family Time Contest (the "Contest")
IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS") BEFORE ENTERING THE CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICROSOFT (MALAYSIA) SDN BHD ("MICROSOFT") ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE CONTEST. BY ENTERING THE CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. Organiser. The Contest is organised by Microsoft.
 2. Eligibility.
 - 2.1. General Eligibility Requirements: All residents of Malaysia aged 18 years and above and holding a valid Malaysian (new) National Registration Identity Card (NRIC) are eligible to participate in the Contest.
 - 2.2. Not eligible: The following are not eligible to participate in the Contest:
 - 2.2.1. Employees of Microsoft and its related corporations and their immediate family members.
 - 2.2.2. Employees of any party which is directly involved in organising, promoting or conducting the Contest.
 - 2.2.3. Employees of external auditors who are directly involved in the Contest.
 3. Specific Eligibility Requirements:
 - 3.1. In order to participate in the Contest, you must purchase any of the following genuine Microsoft software from any vendor during the contest period, except Windows® 7 Starter:
 - Windows® 7 Home Basic, Windows® 7 Home Premium, Windows® 7 Professional, Windows® 7 Ultimate, (Full Packaged Product (FPP) or pre-installed on a new PC or Commercial Original Equipment Manufacturers (COEM) product)
 - Office® 2010 Home and Student, Office® 2010 Home and Business and Office® 2010 Professional (FPP, pre-installed on a new PC or PKC)
 4. Contest Specifics.
 - 4.1. Contest period: 15th October 2011 to 15th January 2012.
 - 4.2. Eligible product must be purchased within the contest period as indicated in the proof of purchase.
 - 4.3. To enter the Contest, Customer will need to "Count the number of family members" in the flyer / contest form available at the retail outlets. This same form will also be uploaded on the Microsoft Office Malaysia Facebook site www.facebook.com/microsoftofficemalaysia.
 - 4.4. Contest Submission must be made before the contest Submission deadline, 20th January 2012 by 9PM via any one of these 4 methods:
 - i. By SMS to 39993 by texting : MS <space> Customer Name <space> IC# <Space> Product Purchased <space> COA Sticker # <space> Answer
<SMS Eg: MS Peter Chin 701112-10-1234 Windows 7 Home Premium 12345-123-123-123 99>
 - ii. By Facebook Entry at www.facebook.com/microsoftofficemalaysia
 - iii. By Hand at Plaza Low Yat, Ground Floor Entrance (from 15th Oct 2011 to January 15th 2012)
 - iv. By Post to : Microsoft Great Family Time Contest
c/o Apostrophe Marketing Communications Sdn Bhd,
36-1, Jalan PJU8/5B, Bandar Damansara Perdana, 47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
 - 4.5. You must provide the requested personal information, and the answer to the question. Incomplete Submissions will be discarded without prior notice.
 - 4.6. Each eligible purchase entitles you to one (1) entry for each copy of Microsoft Software purchased, e.g. if you buy one (1) copy of Windows® 7 and two (2) copies of Microsoft™ Office 2010, you may submit 3 entries.
 - 4.7. You must retain your original paid invoice and/or receipt as proof of purchase. Winners will be required to present original proof of purchase of Microsoft Genuine Software when collecting their prize.
 5. How prize winners will be selected.
 - 5.1. Winners will be selected based on the accuracy of their answers. In the event of a tie, earliest entry received by the Organizer with the correct answer will be the winner.
 - 5.2. Microsoft reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
 6. Prizes.

GRAND PRIZE: Nissan Grand Livina 1.6L (A) Comfort | 1st PRIZE: RM15,000 Travel Voucher | 2nd PRIZE: Sony 40" 3D Full HD TV | 3rd PRIZE Nikon Digital SLR Camera | SPECIAL PRIZES: Windows® Phone 7 (3 units) | CONSOLATION PRIZES: Microsoft Express Mouse (100 units).
 7. How prize winners will be notified.
 - 7.1. Winners will be informed by phone or email.
 8. Claiming a prize.
 - 8.1. The Grand Prize, 1st Prize, 2nd Prize, 3rd Prize and Special Prizes will be awarded to the winner at a prize giving ceremony on a date to be determined by Microsoft.
 - 8.2. All other prizes must be self-collected, on the dates and times notified to the winners, from the Microsoft Program Management Agency:
Microsoft Great Family Time Contest
c/o Apostrophe Marketing Communications Sdn Bhd,
36-1, Jalan PJU8/5B, Bandar Damansara Perdana, 47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia. Tel: +603 7710 1312 | Fax: +603 7710 7312
 - 8.3. Prize Winners will be required to sign and return a Declaration and Release Form which, among other things, releases the sponsor of the prize, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Contest and acceptance and/or use of the prize and confirms his/her compliance with the terms and conditions applicable to the prize.
 9. Entry forms.
 - 9.1. Microsoft is not responsible for printing or typographical errors in any Contest-related materials or for registrations, entry forms or Submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Contest. Proof of Submission shall not constitute proof of receipt by Microsoft.
 - 9.2. If any information provided on an entry form is found to be misleading or inaccurate, that entry shall be deemed invalid.
 10. Goods as prizes. Where the prizes under the Contest are items/goods, they shall be subject to availability and may not be substituted for cash. Microsoft reserves the right to offer an alternative prize of equivalent monetary value, without prior notice. If prizes involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Microsoft does not accept any responsibility for them. In particular, prizes are provided by Microsoft "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
 11. Taxes, etc. Taxes and their levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the prizes shall be fully borne by the prize winner.
 12. Your Submission's fitness for publication. By entering the Contest, you expressly agree that your completed Contest form ("Submission") does not contain any image or content that is unlawful, libelous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity, or that Microsoft may reasonably deem harmful, vulgar, obscene, derogatory, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, national origin or gender, or otherwise unfit for publication. Microsoft shall not be liable in any way for any Submission. Microsoft shall have no obligation to monitor your Submission, but may do so at its own discretion. If Microsoft, in its sole and absolute discretion, considers your Submission inappropriate or unsuitable for publication, Microsoft may remove your Submission from the Contest.
13. Representations and warranties relating to your Submission(s).
 - 13.1. You represent and warrant to Microsoft that
 - 13.1.1. you are the sole and exclusive owner of your Submission(s), or you have all right and authority to grant the rights in your Submission(s) to Microsoft, its affiliates and/or its agents and contractors;
 - 13.1.2. if your Submission(s) contains a photograph or a video, you have obtained any and all releases necessary from all persons depicted in the photograph or video, including, without limitation, releases in the context of rights of privacy and rights of publicity; and
 - 13.1.3. if a person depicted in the photograph or video is under the age of 18 years, you have obtained all appropriate permissions and releases from the parent or legal guardian of the person in question, to submit the Submission(s) for the Contest.
 14. Promotional activities. You agree to have your name, age, occupation and photo used for promotional purposes at Microsoft's sole discretion. If you are a prize winner, except where prohibited by law, you consent to the use of your name, photo and/or likeness, biographical information, winning entry, Submission(s) and statements attributed to you (if true) for advertising and promotional purposes without any compensation or notice to you.
 15. Microsoft's rights in your Submission.
 - 15.1. Microsoft will not return any of your Submissions, and your Submissions become the property of Microsoft.
 - 15.2. You grant to Microsoft and/or its affiliates a non-exclusive, fully transferable, perpetual, irrevocable, royalty-free, fully paid-up right and license:
 - 15.2.1. to adapt, edit, modify, publish, promote, reproduce, distribute, publicly display your Submission and make derivative works based on it in any and all media, including any compilation, as Microsoft and/or its affiliates see fit for any reason,
 - 15.2.2. to identify you as the author of the Submission, and
 - 15.2.3. to authorise others to do any of the things described above without any obligation to notify or compensate you.
 - 15.3. Without limiting the generality of the provisions above, Microsoft and/or any of its affiliates shall have an exclusive right to publish and use any winning Submission(s) in print and/or electronic form for advertising and promotion of Microsoft's products, for exhibition, and for both commercial and non-commercial products and publications, including without limitation, using, downloading, adapting, reformatting, editing and/or resizing the winning Submission(S) as may be necessary and to authorize others to do any of the above without any obligation to notify or compensate the prize winner(s).
 - 15.4. You agree to do and sign any further acts, deeds and documents to enable us and our affiliates to exercise the rights granted to us above.
 16. Limitation of liability. To the maximum extent permitted by law, Microsoft and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents accepts no responsibility whatsoever for any damage, loss, death or personal injury that may occur as a consequence of your participation in the Contest.
 17. Indemnity. To the maximum extent permitted by law, you undertake to indemnify and keep Microsoft and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by any or each of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Contest and/or your use of any prize.
 18. Microsoft's decision is final and binding. In the event of any dispute arising from the Contest or relating to the interpretation of these Terms and Conditions, the decision of Microsoft on all matters pertaining to the Contest shall be final and binding on all parties. No correspondence will be entertained.
 19. Privacy. The information submitted by you during the registration process or otherwise when participating in the Contest may include your email address, ID number and other personal information ("Personal Information"). Except as provided elsewhere in these Terms and Conditions, your personal information will only be used by Microsoft in accordance with applicable data protection laws and regulations and Microsoft's privacy policy referred to below, for the purposes of administering your participation in the Contest. For more details on Microsoft's privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>
 20. No warranties.
 - 20.1. Microsoft and any agents or contractors (if any) that it may use in the execution and management of the Contest do not warrant or represent (either directly or indirectly):
 - 20.1.1. that participation in and/or access to the whole or any part of the Contest, Contest materials, content, information and/or functions contained in them will be provided on an uninterrupted, timely, secure and error-free basis; or
 - 20.1.2. that no computer viruses shall be transmitted or that no damage shall occur to your computer system as a result of any online activity of the Contest (if any).
 - 20.2. Any material downloaded or otherwise obtained through the internet is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting from such download.
 - 20.3. Microsoft does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise in respect of the materials on the Contest site (if any) or any sites linked to the Contest site (if any).
 21. No use of unlicensed software. You declare and warrant to Microsoft that in participating in the contest, you shall not use any unauthorised or unlicensed software. If you are found doing so, you shall be disqualified from the Contest.
 22. Microsoft's IP rights not affected. Nothing in the Contest shall affect any intellectual property rights of Microsoft in any product or service which may be the subject matter of the Contest.
 23. No cheating tolerated. You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Microsoft, you will immediately be disqualified from the Contest. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest site (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined rules of the Contest, attempting to disable or overwhelm any of Microsoft's websites or the Contest site (if any), attempting to disrupt any portion of the Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process.
- ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF MICROSOFT'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, MICROSOFT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
24. Communication from Microsoft. You will receive promotional materials from Microsoft from time to time should you agree to receive updates from us; of which you can opt out at anytime by following the instructions in the electronic communication that you receive.
 25. No waiver. Microsoft's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
 26. Modification of these Terms and Conditions, etc.. Microsoft may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
 27. Severability. Each of the provisions of these Terms and Conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
 28. Laws. The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest is void where prohibited or restricted by law, and is subject to all applicable laws.