

Terms and Conditions for the Around the World with Genuine Microsoft Software 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. **Organizer.** The Contest is organized by Microsoft.

2. **Contest Period:**

2.1 11 March 2011 – 30 June 2011.

2.2 Contest submission deadline is within 2-weeks from purchase date as stated on the invoice / receipt.

3. **Eligibility.**

3.1 **General Eligibility Requirements**

- All residents of Malaysia are eligible to participate in the Contest.
- If you are a minor, you must obtain the appropriate permissions and releases from your parent or legal guardian in order to participate in the Contest.

3.2 **Not eligible:** The following are not eligible to participate in the Contest:

- Employees of Microsoft and its related corporations and their immediate family members.
- Employees of any party which is directly involved in organizing, promoting or conducting the Contest.
- Employees of external auditors who are directly involved in the Contest.

3.3 **Specific Eligibility Requirements**

In order to participate in the Contest, you must:

- a. Purchase any of the following genuine Microsoft software
 - i. Windows® 7 Home Basic, Windows® 7 Home Premium, Windows® 7 Professional or Windows® 7 Ultimate (Full Packaged Product (FPP), Commercial Original Equipment Manufacturer (COEM) or pre-installed on a new PC).
 - ii. Office® 2010 Home and Student, Office® 2010 Home and Business, Office® 2010 Professional (Full Packaged Product (FPP) or Product Key Card (PKC) or Office pre-installed on a new PC).
- b. Purchase applicable products above during the Contest Period. Submission must be made within 2-week from invoice/receipt date.

4. **Contest Specifics.**

4.1 **Contest Mechanics**

a. **Facebook as Contest Platform**

Step 1 : Purchase any of the eligible genuine Microsoft software during the Contest Period.

Step 2: Log on to Office® 2010 Malaysia or Windows® 7 Malaysia Facebook fanpage.

Step 3: Click ‘LIKE’ on the page.

Step 4: Submit personal details [Name, IC no., Phone no., Email address, Reseller Shop Name, Receipt no., No. of Office 2010 or Windows 7 copies purchased].
You will receive an acknowledgement within 24 hours once your contest submission has been received.

Step 5: The **Xth** entry of the week will be notified. Contestant will be required to submit the proof of purchase (receipt or invoice) which tallies with the information given earlier in Step 4.

Step 6 : Upon verification, winner will be rewarded with an e-travel voucher corresponding to the weekly destination.

b. SMS as Contest Platform

- Step 1: Purchase any of the eligible genuine Microsoft software during the Contest Period.
- Step 2: Send a SMS by keying in MICROSOFT <space> FULL NAME <space> IC NO. <space> RESELLER SHOP NAME <space> RECEIPT NO <space> PRODUCT PURCHASE <space> NO. OF UNITS PURCHASED and send to 39993.
<eg : MICROSOFT Emily Tan 761008055567 IT Shop A12345 Windows 7 HP 2>
You will receive an acknowledgement within 4 hours once your contest submission has been received. (Note : Depending on your mobile network, some auto-response SMS may not reach recipients who have subscribed to anti-spamming services).
- Step 3: The Xth entry of the week will be notified. Contestant will be required to submit the proof of purchase (receipt or invoice) which tallies with the information given earlier in Step 2.
- Step 4: Upon verification, winner will be rewarded with an e-travel voucher corresponding to the weekly destination.

c. Defining the Xth entry and the Winning Prize “World Destination”

- i. Refer to chart to determine the weekly entry winner and the winning prize.
- ii. Each Prize consists of a Trip-for-2 to the “World Destination” enlisted below.

Week No	Entry Winner	World Destination Trip for 2
1	1,000 th	3D2N Chiang Mai Package
2	1,000 th	4D3N Amazing Sydney
3	1,000 th	4D3N Seoul City Full Day Tour
4	1,000 th	4D3N Macau Experience
5	1,000 th	4D3N Bali Package
6	1,000 th	5D4N Cape Town Discovery
7	1,000 th	8D7N Turkey
8	1,000 th	4D3N Maldives Package
9	1,000 th	3D2N Free & Easy Hong Kong Package
10	1,000 th	6D5N Taipei Wulai Hot spring & shopping tour
11	1,000 th	8D7N Rome/Venice/Florence
12	1,000 th	5D4N England & Scotland
13	1,000 th	5D4N Tianjing/Beijing
14	1,000 th	4D3N Nepal Package
15	1,000 th	8D6N Mauritius Package
16	1,000 th	7D6N Los Angeles/Las Vegas
17	1,000 th	5D4N Phnom Penh & Siem Reap
18	1,000 th	4D3N Vietnam/Chu Chi Tunnel

- iii. In the event if the number of entry submission for each week is lesser than 1,000, following rule will be used to determine the prize winner:

Rule	Winning entry submission
Less than 1,000	800th
Less than 800	300th

d. Winning Prizes

- i. All Travel Prize and Packages excludes :
 - i. Gratuities to driver & guide
 - ii. Personal Incidental Expenses
 - iii. Visa application
 - iv. Peak Season surcharge
 - v. Travel Insurance
- ii. The trip-for-2 covers return air flight, accommodation, and local tours as arranged within a fixed budget.
- iii. Prizes will be given in the form of an e-voucher and is strictly not exchangeable for cash and not transferable.
- iv. This voucher is valid for **6 months** from e-voucher issuance date.
- v. Value for the travel arrangement must not exceed the amount stated in the voucher. In the event the cost exceeded the voucher value, the winner is to pay the difference directly to the assigned Travel Agency – Asia Experience.
- vi. This voucher cannot be used in conjunction with any other promotions.
- vii. This voucher has no refund value and it is only valid for one transaction.
- viii. Please produce the voucher upon reservation.
- ix. Booking must be made at least 21 days in advance & it is subject to availability. Winners are advised to contact the travel agency earliest possible to plan for your trip.
- x. Booking must be made via email or fax to Asia Experience Tours Sdn Bhd (Email: sales@asia-experience.com / Fax: 03 2731 9909)
- xi. Booking confirmation is subject to availability of the accommodations & flight availability.
- xii. Damaged, defaced, illegible, copied or altered voucher will not be accepted.

4.2 How are submissions submitted?

- a. Submissions can be submitted via Facebook or SMS platform. Refer Step 2 onwards from **clause 4.1 a. & 4.1 b.** above.
- b. Each eligible purchase entitles you to one (1) entry for each copy of the genuine Microsoft software purchased.
- c. Submission must be made within 2-week from invoice/receipt date.

<eg. If you buy two (2) copies of Windows® 7 Home Premium under 1 receipt, and two (2) copies of Office® 2010 Home and Business under another receipt, you are entitled for 2 submissions either via Facebook or SMS. Your number of entries will be deemed as 4.>

- d. Upon request, contestants must submit their purchase receipt, with the following details written clearly on the receipt; full name (as per IC), IC No. and phone no. attention to Ms. Trina via the following options :

- Fax: +603 7710 7312
- Email by scanning the purchase receipt to ms.aroundtheworld@apostrophe.com.my
- Post or dispatch to Microsoft Around the World Program Centre
c/o Apostrophe Marketing Communications Sdn Bhd
36-1, Jalan PJU8/5B, Bandar Damansara Perdana, 47820 Petaling Jaya, Selangor Darul
Ehsan, MALAYSIA

Ms Trina can be contacted at +603 7710 1312.

4.3 Are multiple submissions allowed?

- No multiple submissions are allowed.
- Each proof of purchase (receipt or invoice) is eligible for one (1) submission only.

<eg If you buys an Office 2010 Home & Business in one occasion, and then buy a Windows® 7 Ultimate in another occasion. Contestant A will therefore be eligible for 2 submissions.>

However, if Contestant A submits multiple entries but only purchased 1 copy, Contestant A will automatically be disqualified.

5. How are prize winners selected and notified?

- Contestant with the Xth entry of the week (refer to clause 4.1 c.) shall be notified via telephone call, email and/or SMS.
- Contestants will be required to submit the proof of purchase (receipt or invoice) which tallies with the information given earlier in clause 4.1 a. Step 4 or clause 4.1 b. Step 2. Upon verification, winners be given e-travel vouchers corresponding to the destination of the week.
- The entries shall be counted from submissions received from both the Facebook and SMS platforms combined.
- Microsoft reserves the right to select the next eligible prizewinner if the original prizewinner is subsequently disqualified from the Contest.

6. Claiming a prize.

Prize winners will receive the e- vouchers from Apostrophe [Microsoft Contest Agency on behalf of Microsoft] via emails. Prize winners need only to print out the e-vouchers that they have received to plan for the trip with an assigned travel agency. E-vouchers are valid for 6 month from issuance date. Prize winner is advised to plan for the trip in advance to avoid disappointment. <Refer to 4.1 d. for more details regarding the Prizes.>

The prize winners (or in the case of a minor, his/her parent or legal guardian) 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.

7. Entry forms.

- Microsoft is not responsible for printing or typographical errors in any Contest-related materials or for registrations, entry forms or submissions that are 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 online submission shall not constitute proof of receipt by Microsoft.

7.2 Microsoft is not responsible for registrations, entry forms or submissions that are incomplete, lost or misdirected, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Contest.

7.3 If any information provided on a registration or entry form is found to be misleading or inaccurate, that entry shall be deemed invalid.

8. Goods as prizes.

8.1 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.

8.2 Where the prizes to be awarded under the Contest are items/goods, and Microsoft is unable to deliver them to the winners, the cash equivalent of the prize, as it appears on the application form for the issuance of a permit to conduct the Contest, as approved by the Department of Trade and Industry, may be paid to the winner. Alternatively, Microsoft may choose to offer to deliver another product prize with the consent of the winner.

8.3 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.

9. Taxes, etc. Taxes and other 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 prizewinner.

10. Your submission's fitness for publication. By entering the Contest, you expressly agree that your submission ("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 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.

11. Representations and warranties relating to your Submission(s). You represent and warrant to Microsoft that (i) 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; (ii) 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 (iii) if a person depicted in the photograph or video is a minor, 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.

12. Promotional activities. You agree to have your submission and its details used for promotional purposes at Microsoft's sole discretion. If you are a prizewinner, except where prohibited by law, you consent to the use of your name, photo and/or likeness, biographical information, winning entry, Submissions(s) and statements attributed to you (if true) for advertising and promotional purposes without any compensation or notice you.

13. Microsoft's rights in your Submission.

13.1 Microsoft will not return any of your Submissions, and your Submissions become the property of Microsoft.

13.2 You grant to Microsoft and/or its affiliates a non-exclusive, fully transferable, perpetual, irrevocable, royalty free, fully paid-up right and license:

- 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,
- to identify you as the author of the Submission, and
- to authorize others to do any of the things described above without any obligation to notify or compensate you.

13.3 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 third parties to do any of the above without any obligation to notify or compensate the prizewinner(s). In the exercise of these rights, Microsoft and/or third parties authorized by Microsoft, shall identify you as the authority of your Submission.

13.4 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.

14. 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.

15. Indemnity. To the maximum extent permitted by law, you undertake to indemnify and keep Microsoft and its parent company, affiliates, related corporations, subsidiaries, commissioners, 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.

16. Microsoft's decision 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.

17. 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>.

18. No warranties.

18.1 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):

- (a) 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
 - (b) 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).
- 18.2 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.
- 18.3 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 or any sites linked to the Contest site.

- 19. **No use of unlicensed software.** You declare and warrant to Microsoft that in participating in the Contest, you shall not use any unauthorized or unlicensed software. If you are found doing so, you shall be disqualified from the Contest.

- 20. **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.

- 21. **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 the Microsoft, you will immediately be disqualified from the Contest. Cheating includes, but is not limited to, counterfeiting documents, 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.

- 22. **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.

- 23. **Modification of these Terms and Conditions, etc.** To the maximum extent permitted by applicable law, Microsoft may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage by reason of *force majeure* events beyond Microsoft's control, including but not limited to war, riot, fire, act of God, strikes or lockouts, without any liability towards anyone.

- 24. **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.

- 25. **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.