

MICROSOFT FALL CREATORS RELEASE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY.

COMMON TERMS USED IN THESE RULES:

These are the official rules that govern how the Microsoft Windows 10 Fall Creators Release Sweepstakes promotion will operate. This promotion will be simply referred to as the “Sweepstakes” throughout the rest of these rules.

In these rules, “we,” “our,” and “us” refer to Microsoft Corporation, the sponsor of the Sweepstakes. “You” refers to an eligible Sweepstakes entrant.

WHAT ARE THE START AND END DATES?

This Sweepstakes starts at 12:01 p.m. Pacific Time (PT) on October 10, 2017, and ends at 11:59 p.m. PT on November 17, 2017 (“Entry Period”). Entries must be received within the Entry Period to be eligible.

CAN I ENTER?

You are eligible to enter this Sweepstakes if you meet the following requirements at time of entry:

- **You are 18 years of age or older** and reside in a country that supports Universal Windows Apps; **and**
 - If you are 18 of age or older, but are considered a minor in your place of residence, you should ask your parent’s or legal guardian’s permission prior to submitting an entry into this Sweepstakes; **and**
- **You are NOT** a resident of any of the following countries: Cuba, Iran, North Korea, Sudan, and Syria.
 - **PLEASE NOTE:** U.S. export regulations prohibit the export of goods and services to Cuba, Iran, North Korea, Sudan and Syria. Therefore residents of these countries / regions are not eligible to participate.
- **You are NOT** an employee of Microsoft Corporation or an employee of a Microsoft subsidiary; **and**
- **You are NOT** involved in any part of the administration and execution of this Sweepstakes; **and**
- **You are NOT** an immediate family (parent, sibling, spouse/domestic partner, child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Sweepstakes.

This Sweepstakes is void outside of the geographic area described above and wherever else prohibited by law.

HOW DO I ENTER?

To enter, you must do all of the following:

1. Visit <https://developer.microsoft.com/en-us/windows/projects/campaigns/windows-developer-day-sweepstakes> to register for the promotion. The Microsoft Account you use to register must be the same Microsoft Account associated with your Dev Center account.
2. Create/Update your application’s target version to Windows 10 Fall Creators Update; Build 16299. This is found in the project’s property window.

3. Publish your updated app or new app to the Windows Dev Center at:

<https://developer.microsoft.com/windows>.

To be eligible, your app must be submitted to the Microsoft Store on or after October 10, 2017 and must be live on the Microsoft Store no later than the end of the contest. Please allow sufficient time for your app or game to be reviewed and certified through the Windows Store process, before it is published and live on the Windows Store. The time required for the process will vary and could be lengthy.

By completing all of these steps, you will receive one (1) entry into the Sweepstakes drawing. You will receive one (1) additional entry per unique app that is created or updated, however each submission must be substantially unique and different.

We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

- Any incomplete or illegible entry; **and**
- Any entries that we receive from you that are in excess of the entry limit described above.

ENTRY CRITERIA

To be eligible for entry, a entry must meet the following content / technical requirements:

- The app complies with the app developer agreement and the app certification requirements for the applicable Windows Store; and
- Your app or game must follow the Universal Windows Platform (UWP) design guidelines: <https://developer.microsoft.com/en-us/windows/apps/design> and guidelines for font: <https://docs.microsoft.com/en-us/windows/uwp/style/fonts>.
- The app is your own original work; and
- You have obtained any and all consents, approvals or licenses required for you to submit the game; and
- Your app or game must include a feedback mechanism for your users, such as your contact information (via email and/or website) within your app. The app may not include any third party trademarks (logos, names) or copyrighted materials (music, images, video, recognizable people) unless you have obtained permission to use the materials.

The entry may NOT contain, 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 particular 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 to which we wish to associate; and/or violates any law;

The following types of apps are NOT eligible:

- Static Apps
- Apps with two (2) or less screens
- Apps that only provide information about or advertise a business, individual, or website

- Apps published by Microsoft Corporation or a subsidiary of Microsoft Corporation;
- Apps published by a mobile operator or device manufacturer.

We reserve the right to reject any app, in our sole and absolute discretion, that we determine does not meet the above criteria.

HOW WILL MY ENTRY BE POTENTIALLY USED?

Other than what is set forth below, we are not claiming any ownership rights to your Entry. However, by submitting your Entry, you:

- are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your Entry and all its content in connection with this Contest or the promotion of Microsoft goods and services; and (ii) feature your Entry and all content in connection with the marketing, sale, or promotion of this Contest or Microsoft goods and services (including but not limited to internal and external sales meetings, conference presentations, tradeshow, and screen shots of the Contest Entry in press releases) in all media (now known or later developed);
- agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- understand and acknowledge that the Sponsor(s) may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your Entry;
- understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law; and
- understand that you will not receive any compensation or credit for use of your Entry, other than what is described in these Official Rules.

While we reserve these rights, we are not obligated to use your Entry for any purpose, even if it has been selected as a winner.

If you do not want to grant us these rights to your Entry, please do not enter this Contest.

WINNER SELECTION AND PRIZES

On or around the close of the Entry Period, we will randomly select five (5) winners who will each win a prize package consisting of the following items:

1. One (1) Surface Studio – i7, 16GB RAM/2GB GPU. Approximate Retail Value (ARV) \$3,500
2. \$2,500 in advertising credit
3. One (1) Surface Pro. ARV \$1,200
4. One (1) Xbox One X. ARV \$500
5. One (1) Mixed Reality Headset. ARV \$300
6. One (1) Surface Dial. ARV \$99
7. One (1) Custom Xbox Controller. ARV \$80

The Total Approximate Retail Value (ARV) of this package per person is: \$8,179

NOTE: If you reside in a country where any of the prizes above are not certified for distribution, you will be provided with an alternate prize of equal or greater value.

The total Approximate Retail Value (ARV) of all prizes: **\$40,895**

Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded

If you are a potential winner, we will notify you by sending a message to the e-mail address provided in your sweepstakes entry within seven (7) days following the random drawing. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate, randomly selected winner. To claim prize, the recipient must respond within 72 hours from initial contact.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Sweepstakes. If you are a potential winner, we may require you to sign an Affidavit of Eligibility, Liability/Publicity Release and a W-9 tax form or W-8 BEN tax form within 10 days of notification. If you complete a tax form, you will be issued an IRS Form 1099 the following January, for the actual value of the prize. You are advised to seek independent counsel regarding the tax implications of accepting a prize. If you are a potential winner and you are 18 or older, but are considered a minor in your place of legal residence, we may require your parent or legal guardian to sign all required forms on your behalf. If you do not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate, randomly selected winner.

If you are confirmed as a winner of this Sweepstakes:

- You may not exchange your prize for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value; **and**
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner; **and**
- If you accept a prize, you will be solely responsible for all applicable federal, state, and local taxes related to accepting the prize; **and**
- If you are otherwise eligible for this Sweepstakes, but are considered a minor in your place of residence, we may award the prize to your parent/legal guardian on your behalf; **and**
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and / or terms and conditions.

WHAT ARE YOUR ODDS OF WINNING?

Your odds of winning this Sweepstakes depend on the number of eligible entries we receive.

WHAT OTHER CONDITIONS ARE YOU AGREEING TO BY ENTERING THIS SWEEPSTAKES?

By entering this Sweepstakes you agree:

- To abide by these Official Rules; **and**

- To release and hold harmless Microsoft, and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Sweepstakes or any prize won; **and**
- That Microsoft's decisions will be final and binding on all matters related to this Sweepstakes; **and**
- That by accepting a prize, Microsoft may use of your proper name and state of residence online and in print, or in any other media, in connection with this Sweepstakes, without payment or compensation to you, except where prohibited by law.

WHAT LAWS GOVERN THE WAY THIS SWEEPSTAKES IS EXECUTED AND ADMINISTRATED?

This Sweepstakes will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Sweepstakes.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE SWEEPSTAKES CAN'T RUN AS PLANNED?

If someone cheats, or a virus, bug, bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Sweepstakes, we reserve the right to cancel, change or suspend this Sweepstakes. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Sweepstakes, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Sweepstakes.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Sweepstakes 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 fullest extent permitted by law. Further, we may disqualify you, and ban you from participating in any of our future Sweepstakes, so please play fairly.

HOW CAN YOU FIND OUT WHO WON?

If you send an email to windexsweeps@microsoft.com within 30 days of winner selection, we will provide you with a list of winners that receive a prize worth \$25.00 or more.

WHO IS SPONSORING THIS SWEEPSTAKES?

Microsoft Corporation
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