

**Microsoft Small Business Contest  
Official Rules**

**PLEASE NOTE:** It is your sole responsibility to comply with your employer’s gift policies. If your participation violates your employer’s policies, you may be disqualified. Microsoft disclaims any and all liability and will not be party to any disputes or actions related to this matter.

**GOVERNMENT EMPLOYEES:** Microsoft is committed to complying with government gift and ethics rules and therefore government employees are not eligible.

**COMMON TERMS USED IN THESE RULES:**

These are the official rules that govern how the Microsoft Small Business Contest promotion will operate (“Contest”). In these rules, “we,” “our,” and “us” refer to Microsoft Corporation, the sponsor of this Contest. “You” refers to an eligible Contest entrant.

**CONTEST DESCRIPTION:**

This is a skill-based Contest. The object of this to recognize the best, most inspirational and original video that showcases a small business start-up story and that also inspires other entrepreneurs, new or existing, and motivates them to excel. For purposes of this Contest, each video you create and submit in the Contest will be called an “entry.” All eligible entries received will be judged using the criteria described below to determine the winners of the prizes described below.

**WHAT ARE THE START AND END DATES?**

This Contest starts at 12:01 a.m. Pacific Time (PT) on November 10, 2014, and ends at 11:59 p.m. PT on January 30, 2015 (“Entry Period”) and will consist of multiple phases as follows:

Phase	Start Date (all times 12:01 AM PT)	End Date (all times 11:59 PM PT)
Submission Phase	November 10, 2014	January 11, 2015
Judging Phase	Variable; Entries will be preliminarily reviewed as they are received	January 19, 2015
Public Voting Phase	January 20, 2015	January 30, 2015

Entries must be received during the submission phase to be eligible.

**CAN I ENTER?**

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

- **You are** a privately held company legally domiciled in the 50 United States (including the District of Columbia) with no more than 250 employees and a minimum of 6 months of operations; **and**
- **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 Contest; **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 Contest.

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

## HOW DO I ENTER?

You can enter Contest through visiting the application on the “*Microsoft Small Business Contest*” tab on the “*Microsoft For Work*” page on Facebook (URL: <http://aka.ms/smallbizcontest>). From this page, follow the links and instructions to register for the promotion, which includes providing your contact information and a link to your video. You will advance to the application authorization page where you will be required to authorize the Sponsor to pull your profile information and other content that the application will require to work in order to participate in the Contest.

This promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for administering the Promotion and to contact you if you are a winner.

We will only accept one (1) entry per company.

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.

## WHAT CONSTITUTES AN ELIGIBLE ENTRY?

To be eligible for judging an entry must meet the following content / technical requirements:

- Your video must be 2 minutes or less.
- Your video must be in Color (not black & white)
- Your video must be uploaded to your YouTube account and the share link used for entry

In addition:

- your entry must be your own original work; **and**
  - NOTE: the video must be solely the work of the team, including but not limited to, the actual filming, editing, graphic design, etc. of the video.
- your entry cannot have been selected as a winner in any other contest; **and**
- you must have obtained any and all consents, approvals or licenses required for you to submit your entry; **and**
- your entry 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. You may

include Microsoft trademarks, logos, and designs, for which Microsoft grants you a limited license to use for the sole purposes of submitting an entry into this Contest.

Entries 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; 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;

We reserve the right to reject any entry, 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; and (ii) feature your entry and all content in connection with the marketing, sale, or promotion of this Contest or Microsoft Small Business resources (including but not limited to internal and external sales meetings, social media properties, conference presentations, tradeshow, and informational websites 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;
- understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules

Please note that following the end of this Contest your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

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

## **WINNER DETERMINATION AND PRIZES**

**Judging Phase:** Throughout the judging, a panel of judges will review all eligible entries received and select ten (10) semi-finalists based upon judging criteria described below. Finalists will be contacted by email between January 12 – 19, and must affirmatively accept they are eligible to continue on in the contest. If you do not respond within the stated timelines or the notification is returned as undeliverable, you will be disqualified and we will select the next runner up.

### Judging Criteria

- 25.00% - Originality
- 25.00% - Composition
- 50.00% - Adherence to Contest Theme

**Public Voting Phase:** After judging is complete and semi-finalists have been confirmed all semi-finalist entries will be posted at “*Microsoft Small Business Contest*” tab on the “*Microsoft For Work*” page on Facebook (URL: <http://aka.ms/smallbizcontest>) for public viewing. During the public voting phase, visitors to the website will be invited to vote once per day per Facebook address for their favorite entry. At the close of the voting phase, the five (5) entries with the most votes will be considered the winners of the prizes listed below.

Any attempt by any entrant to obtain more than the stated number of plays or votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public, use of any automated program, using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s plays or votes and that entrant may be disqualified as determined by Sponsor in its sole discretion.

In the event of a tie between any eligible entries, an additional judge will break the tie based on the judging criteria described above. The decisions of the judges 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 Contest Prizes described below.

### Contest Prizes

**One (1) Grand Prize.** A Prize Package consisting of the following items:

A check for \$20,000.00.

One copy of Office 365 Small Business Premium. Approximate Retail Value (ARV) \$150.00.

One (1) Supporting publicity package across Microsoft SMB social properties and one SMB influencer (Exact details will be determined at time of winner notification). Approximate Retail Value (ARV) \$0.00.

The total Approximate Retail Value (ARV) of this Package is \$20,150.

**One (1) First Prize.** A Prize Package consisting of the following items:

A check for \$10,000.00

One copy of Office 365 Small Business Premium. Approximate Retail Value (ARV) \$150.00

The total Approximate Retail Value (ARV) of this Package is \$10,150.

**One (1) Second Prize.** A Prize Package consisting of the following items:

A check for \$5,000

One copy of Office 365 Small Business Premium. Approximate Retail Value (ARV) \$150.00

The total Approximate Retail Value (ARV) of this Package is \$5,150.

**Two (2) Third Prizes.** A Prize Package consisting of the following items:

One (1) Surface Pro3 64GB / Intel i3. Approximate Retail Value (ARV) \$799.00.

One copy of Office 365 Small Business Premium. Approximate Retail Value (ARV) \$150.00

The total Approximate Retail Value (ARV) of this Package is \$949.

The total Approximate Retail Value (ARV) of all prizes: **\$37,348**

Limit one (1) prize package per company.

The prize will be awarded to the winning Company, not to the Authorized Representative of Company or to any other individual employee(s) making an acquisition or completing any entry materials on behalf of the winning Company. Further, the winning Company's CFO or other senior executive selected is responsible for determining any prize distribution within the winning Company's organization in accordance with its policies. We will not be responsible for any disputes arising between individual employees and their respective employers.

If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) provided at time of entry within seven (7) days following completion of judging. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award to a runner-up.

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 Contest. 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 do not return the required forms within the time period listed on the winner notification message, we may disqualify you and select a runner-up.

If you are confirmed as a winner of this Contest:

- 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 may award it to a runner up; **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 Contest, 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 OTHER CONDITIONS AM I AGREEING TO BY ENTERING?**

By entering this Contest 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 Contest, or any prize won; **and**
- That Microsoft's decisions will be final and binding on all matters related to this Contest; **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 Contest, without payment or compensation to you, except where prohibited by law.

#### **WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINISTRATED?**

This Contest 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 Contest.

#### **WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST 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 Contest, we reserve the right to cancel, change or suspend this Contest. 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 Contest, we reserve the right to 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 fullest extent permitted by law. Further, we may disqualify you, and ban you from participating in any of our future Contests, so please play fairly.

#### **HOW CAN I FIND OUT WHO WON?**

We will post the names of winners online at "*Microsoft Small Business Contest*" tab on the "*Microsoft For Work*" page on Facebook (URL: <http://aka.ms/smallbizcontest>). This list will remain posted one month after winner selection.

**WHO IS SPONSORING THIS CONTEST?**

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052