

**IMAGINE CUP 2011  
OFFICIAL RULES & REGULATIONS**

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**Note: Local Software Design competitions are subject to country/region specific laws. Please refer to their local website for the competition's official rules prior to entering.**

### **GENERAL CONDITIONS**

These are the Official Rules that govern how Imagine Cup 2011 will operate its Competitions and Challenges (the "Competition"). In these Official Rules **(i)** "Organizer," "we," "our," and "us" means Microsoft Corporation, the organizer of this Competition; **(ii)** "Sponsor" means each company and organization referenced in the "Sponsor" section of the Competition website that supports and contributes to the organization of this Competition; and **(iii)** "You," and "yourself" means an eligible Competition entrant.

If you meet the eligibility criteria stated below, but are considered a minor in your place of residence, then you should ask your parents or legal guardian's permission prior to submitting an entry.

By entering this Competition, you are agreeing **(i)** that you will abide by the Official Rules written and referenced below; **(ii)** that this Competition is governed by the laws of the State of Washington, USA, and that you consent to the exclusive jurisdiction and venue of the courts of the State of Washington, USA, for any disputes arising out of this Competition, and **(iii)** that Microsoft's Privacy Policy will apply to this Competition and to all information that we receive from you, including your entry and supporting materials, and that by accepting the Official Rules and submitting an entry, you are also accepting the terms of the Privacy Policy. Please read the Privacy Policy on the Competition entry page before accepting the Official Rules and submitting an entry.

If you do not agree to abide by these Official Rules, please do not enter this Competition.

## **COMPETITION DESCRIPTION**

The Imagine Cup is the world's premier student technology competition. While competing with their peers from around the world, students gain real life experiences, make new friends, and turn their ideas into reality. The brightest young minds join together and, using technology, take on the world's toughest problems. Open to students around the world, the competition spans one year, beginning with local, regional and online competitions, and seeks innovative Competition entries that address the Imagine Cup Theme: **Imagine a world where technology helps solve the toughest problems**. The finalists go on to compete at the Worldwide Finals, which is hosted in a different country every year.

We encourage you to carefully review the details for each Competition before registering or submitting an entry since each Competition may have unique eligibility requirements, methods of entry, content and technical requirements.

All Competitions offered as part of Imagine Cup 2011 are governed by these Official Rules. If there are any inconsistencies between these Official Rules, and the Specific Competition Rules, these Official Rules will govern.

## **IMPORTANT DATES**

The dates in these Official Rules and in the specific Competition Rules are subject to change at any time, at our sole discretion. Therefore, you must have a flexible schedule.

### **Competition Sign Up**

Competition sign up opens on July 9, 2010 at 12:01 A.M. Greenwich Mean Time (GMT). Sign Up end dates and other deadlines vary by Competition. Please carefully review the details for each Competition before signing up. All entries must be received within the period designated in the Specific Competition Rules.

### **Worldwide Finals**

It is anticipated that the Worldwide Finals will take place in New York City, USA, in July, 2011.

## **ELIGIBILITY CRITERIA**

Unless otherwise indicated in the specific Competition Rules, you are eligible to enter any specific Competition that is a part of this overall Competition if you meet the following requirements at the time of competition sign up:

- **You are** 16 years of age or older; **and**
- **You are** actively enrolled as a student at an accredited educational institution that grants high-school or college/university (or equivalent) degrees (including home schools) at any time between January 1, 2010 and May 31, 2011; **and**
- **You are not** an employee or intern of Microsoft Corporation, or an employee of a Microsoft subsidiary; **and**
- **You are not** involved in any part of the execution or administration of this Competition; **and**
- **You are not** an immediate family member of (parent, sibling, spouse, 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 Competition; **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.

If you are a Microsoft campus representative (e.g. a Microsoft Student Partner <http://student-partners.com>) and you meet the eligibility criteria set forth above, you may enter the competition, but you are prohibited from using Microsoft property or resources, including without limitation: Microsoft networks, hardware tools and technology resources and/or the counsel of Microsoft employees, in connection with the creation or execution of an entry. Very simply, you cannot use any resources which are not also broadly available to all other students. If you have any questions, please contact us.

If you have previously placed first in the Worldwide Finals of a Competition, you are not eligible to enter that same Competition again, but you may enter any of the other Competitions.

This Competition is void in Cuba, Iran, North Korea, Sudan, and Syria and where prohibited by law.

### **ELIGIBILITY STATUS VERIFICATION**

If you advance to compete in the local/regional round of the Software Design Competition, or you advance to the second round of any other Competition, you will be required to verify your eligibility status (including enrollment status) in a form satisfactory to us before we will allow you to advance to the next round.

### **CHANGES IN ELIGIBILITY STATUS**

If, at any time after we verify your eligibility status, you experience a change in eligibility status due to special circumstances such as acceptance of an internship or offer of employment from Microsoft, a Microsoft subsidiary, or anyone else that is involved in the execution and administration of this Competition, you must contact us immediately and explain the circumstances. If you fail to notify us of a change in eligibility status, you may be disqualified from this Competition and will not be allowed to win any prizes.

### **TEAM AND INDIVIDUAL COMPETITIONS**

Each Competition will be designated as a Team Competition or as an Individual Competition in the specific Competition Rules. If you wish to participate in a Competition, you must sign up as instructed in the Specific Competition Rules during the designated sign up period.

If you compete in more than one Competition either as an individual or as a member of a Team, and you and/or your Team is invited to compete in the Worldwide Finals in more than one Competition, you may only compete in one Competition at the Worldwide Finals. In other words, you will be required to choose one Competition in which to compete at the Worldwide Finals. If the Competition is designated as a Team Competition, then the following additional rules and regulations apply:

- The size of your Team must not exceed the limits designated in the Specific Competition Rules.
- At least one (1) of the Team members must be a legal resident of the country/region the Team is representing. The remaining team members do not need to be legal residents of the same country/region, but your Team can only represent one (1) country.
- Your Team does not need to consist of members from the same academic institution.

- One of the registered team members must create a new team and invite the remaining team members. Each remaining team member must accept the invitation in order to be a qualified member of that team during the designated sign up period.
- To participate in a team competition as a single team member, you must create a new team and join it as an individual during the designated sign up period.
- Once you sign up as part of a Team for a Competition, you cannot change Teams or otherwise remove yourself or anyone else from your Team after the close of Round 1 of that Competition.
- Unless otherwise indicated in the Specific Competition Rules, limit one (1) Team per person per Competition. In other words, you may not attempt to gain more than one entry in a Competition by signing up and competing as a member of multiple Teams.
- If your Team is invited to participate in the Worldwide Finals, we will provide travel for each registered member, and your Team must send at least one member to compete at the Worldwide Finals. If your Team is unable to send at least one member for any reason, then we may disqualify your entire Team and invite the next highest scoring Team to participate in the Worldwide Finals instead.
- Each Team is solely responsible for its own cooperation and teamwork. In no event will Sponsor officiate in any dispute regarding the conduct or cooperation of any Team or its members.

### **HOW MANY ENTRIES CAN I SUBMIT?**

Entry limits vary by Competition. Please see the specific Competition Rules for requirements.

Unless otherwise indicated in the specific Competition Rules, if you submit multiple entries in a single-entry Competition, then we will consider the last entry received your official entry, and we will disqualify all previous entries. We will also disqualify any incomplete or illegible entries that we receive. 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.

### **GENERAL STANDARDS FOR ENTRIES**

Please note that the intent and spirit of the Competition is to test the skills and creativity of the student entrants. Anyone acting as a team mentor, or in an mentorship role, where allowed (for example, local, regional, or global sponsors), must limit the level of support provided to student entrants to general guidance and must not contribute in any way that may be considered original authorship, or in a way that may enable claims of rights or ownership to the submitted entries. In no event will work-on-behalf of teams or individuals be allowed.

In addition to any Competition-specific requirements and unless otherwise indicated in the specific Competition Rules, to be eligible for judging, an entry must meet the following general standards:

- All entry materials must be presented and/or submitted in the English Language with the exception of the local/regional specific Competition Rules for Software Design and/or Embedded Development which may specify otherwise.
- If you are required to make an oral presentation or provide supporting materials, these presentations and materials must be presented and/or submitted in the English Language with the exception of the local/regional specific Competition Rules for Software Design and/or Embedded Development which may specify otherwise.
- You are responsible for providing your own translator if you need one.

- The content of your entry and any supporting materials must be acceptable for all viewing audiences. We will automatically disqualify any entrant that submits any entry or supporting materials that contain text, sound or images that we, in our sole opinion and for any reason, find vulgar, offensive, or inappropriate for public viewing, or that presents us and the Sponsors in a negative light.

By submitting an entry in this Competition, you confirm that, to the best of your knowledge:

- Your entry must meet the content and technical requirements set forth above and in the applicable Specific Competition Rules; and
- Your entry is your/your teams original work; and
- Your/your teams entry only includes material (including music, video or images) that you own or that you have permission from the copyright/trademark owner to use; and
- You/your team has obtained permission from any recognizable person (parent/guardian, if a minor) that appears in the entry to submit your entry in this Competition and to use their personal data in the entry for the purposes of the Competition (if applicable); and
- Your entry has not been selected as a prize winner in any other Competition.

We will disqualify any entries that we, in our sole discretion, find to be a duplicate, or the result of collaborative work contrary to these Official Rules, the applicable Specific Competition Rules and to the spirit of the Competition. If, in any Competition, we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer than the designated number of winners. The decisions of the judges are final and binding in all matters related to the Competition.

#### **PRIZE CONDITIONS**

Your odds of winning a prize will depend on the number of eligible entries received and the level of skill of each entrant. All prizes will be awarded provided a qualified number of entries are received. If for any reason an advertised prize is unavailable, unless to do so would be prohibited by law, we reserve the right to substitute a prize(s) of equal or greater value.

All cash prizes are stated in US dollars, but we, or our local subsidiary or designated agent (on our behalf), may actually award a cash prize in the official currency of the winners country of residence based on the exchange rate on the date of payment. Unless otherwise indicated in the Specific Competition Rules, all cash prizes will be divided equally among all officially registered members of a Team.

If you are selected as a potential winner:

- You may not exchange non-cash prizes for cash or any other merchandise or services.
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we may award it to the next highest scoring Team/entrant.
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize, as permitted.
- If you meet the eligibility criteria for the Competition, but you are a minor in your place of residence, then we may award the prize to your parent/legal guardian on your behalf.
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and/or terms and conditions.

We are not responsible for any dispute regarding prize dispersal.

## **TRAVEL PRIZE CONDITIONS**

Each Worldwide Finalist will be awarded a trip to New York, USA to compete in the Worldwide Finals. Trip includes round trip coach airfare from major airport closest to winners home, standard hotel accommodations, and select meals during the Worldwide Finals.

In addition to the general prize conditions described above, all travel prizes are subject to the following conditions:

- Actual value of travel prize depends on date/time/destination, and difference between actual value and stated value will not be awarded in cash. Any expenses not explicitly listed herein, are the sole responsibility of the entrant.
- If you meet the eligibility criteria for the Competition, but you are a minor in your place of residence, then your parent/legal guardian will be required to execute a Liability and Publicity Release on your behalf.
- You are responsible for providing all required travel documents, including, but not limited to any required travel visas and passports required for international travel.
- If you live within 250 miles of the travel destination, we reserve the right to substitute alternate transportation for air travel.
- Event dates and location are subject to change at our sole discretion. Therefore, you must have flexible travel capabilities.
- If the Worldwide Finals event is cancelled for any reason, we shall have no further obligation to you.
- Travel is subject to availability and must be completed on the dates we specify, or the prize will be forfeited and awarded to the next highest scoring Team/entrant. Some restrictions may apply. No cancellation of reservation or transfer of reservation to another date after reservation has been made.

## **NOTIFICATIONS**

If you/your Team is selected to advance in any Competition, we may notify you by sending a message to the e-mail address or mailing address (if any) you provided at time of sign up within the timelines designated in the specific Competition Rules.

If we require that you affirmatively accept an invitation to compete in a subsequent round of any Competition, and the notification that we send is returned as undeliverable for any reason, or you are otherwise unreachable for any reason, we may disqualify you and extend an invitation to the next highest scoring Team/entrant.

If there is a dispute as to the identity of a particular entrant, we will consider the entrant to be the authorized account holder of the e-mail address used register for the Competition.

If you are selected as a prize winner, we may require you to sign an Affidavit of Eligibility, Liability and Publicity Release and W-9 tax form (for U.S. residents) or W8-BEN tax form (for non-U.S. residents). If you are a winner and you meet the eligibility criteria for the Competition, but you are a minor in your place of residence, then 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 the next highest scoring Team/entrant.

## **WINNERS LIST**

A full list of all winners will be published within 30 days following the Worldwide Finals.

## **PRIZE OBLIGATIONS**

By accepting a prize you agree to participate in promotional events and activities that may include, but are not limited to, showcases of your entry on-stage at industry events, and allow us and the Sponsors to use your name, trademarks, image, comments and/or company logos on presentation slides and other marketing materials promoting the Competition.

You agree to assist us and the Sponsors in the creation of case studies or white papers (together "Studies") detailing your entry(ies). Studies will not include any confidential participant information. Upon your approval of the Studies' accuracy, you agree to give us and the Sponsors permission to display the Studies including trademarks, logos and other identifying information contained therein, on our and the Sponsors websites and in other documentation. This documentation may take various forms, including printed materials, on-line articles, video, audio, and other digital recordings.

## **HOW WILL MY ENTRY POTENTIALLY BE 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, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Competition; and (iii) feature your entry and all its content in connection with the promotion of this Competition 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 we, other Sponsors and other entrants 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 Competition, 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 Competition 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 Competition.

## **LIMITATIONS OF LIABILITY**

By entering this Competition you agree:

- To abide by the Official Rules; and
- To the extent allowable under applicable law, to release and hold us and our Sponsors, and our 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 Competition or any prize won; and
- That our decisions will be final and binding on all matters related to this Competition; and
- That, by accepting a prize, we may use your proper name and state, country, or region of residence online and in print, or in any other media, in connection with this Competition, without payment or compensation to you, except where prohibited by law.

This Competition 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 Competition.

**WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE COMPETITION CAN'T RUN AS IT WAS PLANNED?**

If someone cheats, or a virus, bug, 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 Competition, we reserve the right to cancel, change or suspend this Competition. 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 Competition, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Competition.

If you attempt to compromise the integrity or the legitimate operation of this Competition by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Competitions, so please play fairly.

**ORGANIZER**

The Organizer of this Competition is Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052 U.S.A.