

**ADVANTA(I)GE INDIA skilling program for developers
TERMS AND CONDITIONS**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THE PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICROSOFT CORPORATION (INDIA) PRIVATE LIMITED (“MICROSOFT”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE PROMOTION. BY ENTERING THE PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. SPONSOR

These Terms and Conditions (“Terms and Conditions”) govern the operation of the **ADVANTA(I)GE INDIA skilling program for developers** Promotion (“Promotion”). Microsoft Corporation (India) Private Limited located at 70 Nehru Place, New Delhi, 110019, India is the Promotion Sponsor (“Sponsor”).

2. DEFINITIONS

In these Terms and Conditions, "Microsoft", "we", "our", and "us" refer to Sponsor and “you” and "yourself" refers to a Promotion participant, or the parent/legal guardian of any minor Promotion entrant. By entering you (your parent/legal guardian if you are a minor) agree to be bound by these Terms and Conditions.

3. ENTRY PERIOD

The Promotion starts at 9:00 am IST on 2nd December 2024 (Monday), and ends at 11:30 pm IST on 31st December 2024 (Tuesday) (“Entry Period”).

4. ELIGIBILITY

You must legally reside in India and be 16 years or older to be eligible. Minors must have consent of a parent or legal guardian.

If you are participating in your capacity as an employee, it is your sole responsibility to comply with your employer’s gift policies. Microsoft will not be party to any disputes or actions related to this matter.

Employees and directors of Microsoft Corporation and its subsidiaries, affiliates, advertising agencies, and Promotion Parties are not eligible, nor are persons involved in the execution or administration of this Promotion, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household).

GOVERNMENT GIFT AND ETHICS POLICIES: Microsoft is committed to complying with Government gift and ethics policies. Employees and independent contractors of the Government (including education) must adhere to gift and ethics policies applicable to them when entering the Promotion or accepting any prize.

5. HOW TO ENTER:

You will receive one entry by completing **all** items below during the Entry Period.

There are 4 topics of technology area to choose from. You are required to complete the steps below and win the exciting prizes

- A. Data and AI
- B. Copilot
- C. Azure
- D. Security

What you can win	To be eligible	Winning Criteria
Digital Badge (Fluency, Explorer and Mastery)	Complete the topics to earn the Digital Badge(s) in the respective category within 4 technology areas	<p>To get a/an</p> <ul style="list-style-type: none"> • Explorer badge: Complete the topics under the Explorer category • Fluency badge: Complete the topics under the Fluency category • Mastery badge: Complete the topics under the Mastery category <p>A learner can earn maximum of 12 badges across 4 technology areas and 3 badges within 1 technology area.</p>
An VIP pass to attend the AI Tour	Complete the maximum number of training sessions/new cloud certifications/ certification renewal/ Microsoft applied skills	Top 10 learners completing maximum number of training sessions/new cloud certifications / certification renewal / Microsoft applied skills.
Photo Opportunity (including the VIP pass to attend the AI Tour)	Complete the most number of credentials, including new cloud certifications, certification renewal, or Microsoft applied skills)	Top 5 learners completing maximum number of credentials (new cloud certifications, certification renewal, or Microsoft applied skills)

Submit the details through the link <https://forms.office.com/r/uqPfk4kr5c>

We are not responsible for excess, lost, late, or incomplete entries. If disputed, entries will be deemed submitted by the authorized account holder of the email address, social media account, or other method used to enter.

6. ELIGIBLE ENTRY:

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

- Your entry must be your own original work; **and**
- You must have obtained all consents, approvals, or licenses required for you to submit your entry; **and**
- To the extent that entry requires the submission of user-generated contents such as software, photos, videos, music, artwork, essays, etc., entrants warrant that their entry is their original work, has not been copied from others without permission or apparent rights, and does not violate the privacy, intellectual property rights, or other rights of any other person or entity. 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 Promotion; **and**
- Your entry may NOT contain, as determined by us in our sole and absolute discretion, any content that is obscene or offensive, violent, defamatory, disparaging or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of Microsoft.

7. USE OF ENTRIES

We are not claiming ownership rights to your submission. However, by submitting an entry, you grant us an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze your entry and all its content in connection with this Promotion and use your entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, including, but not limited to, the marketing, sale or promotion of Microsoft products or services, without further permission from you. You will not receive any compensation or credit for the use of your entry, other than what is described in these Terms and Conditions. You consent to us doing (or omitting to do) any acts in respect of your entry which may otherwise constitute an infringement of your moral rights.

By entering you acknowledge that we may have developed or commissioned materials similar or identical to your entry and you waive any claims resulting from any similarities to your entry. Further you understand that we will not restrict the work assignments of representatives who have had access to your entry, and you agree that the 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.

Your entry may be posted on a public website. We are not responsible for any unauthorized use of your entry by visitors to this website. We are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

8. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, potential prize winners will be selected by Microsoft or their Agent at or around 5:00 pm IST on 3 January 2025 (Friday) at the ADVANTA(I)GE INDIA skilling program for developers website from all eligible entries received.

Winners will be selected within two (2) days following the Entry Period. The first ten (10) entries selected from all eligible entries received will potentially win a pass to AI Tour in India . The number of entries selected may increase or decrease depending on the availability of VIP passes to the AI Tour. The confirmed number of winning entries to be selected (i.e. the confirmed number of VIP passes to be awarded to winners for the AI Tour) will be announced on 3 January 2025 (Friday) at the ADVANTA(I)GE INDIA skilling program for developers website at <https://www.microsoft.com/en-in/Odyssey/>

Winners will be notified via the contact information provided during entry no more than five (5) days following the drawing with prize claim instructions, including submission deadlines. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any Forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. If you are a potential winner and you are 18 years of age 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. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

A list of prize winners will be published on ADVANTA(I)GE INDIA skilling program for developers website on 3 January 2025 (Friday), or in any event within five (5) days of the selection of the winners.

9. PRIZES

The following prizes will be awarded:

Ten (10) Grand Prize(s). Each winner will receive **a VIP pass to attend the AI Tour scheduled on 7 January 2025 (Tuesday) at Bangalore**, amongst which five (5) out of the ten (10) winners who completed / passed the maximum number of credentials (new cloud certifications, certification renewal, or Microsoft applied skills) will have the **Photo Opportunity**

*As stated in Clause 8 above, the number of Grand Prizes may increase or decrease depending on the availability of seats to the AI Tour . The confirmed number of winning entries to be selected (i.e. the confirmed number of

VIP passes to be awarded to the winners for the AI Tour) will be announced on 3 January 2025 (Friday) at the ADVANTA(I)GE INDIA skilling program for developers website at <https://www.microsoft.com/en-in/Odyssey/>

We will only award one (1) prize per person/company during the Entry Period. No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that Microsoft reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Prizes will be sent no later than five (5) days after winner selection. Prize winners may be required to complete and return prize claim and / or tax forms (“Forms”) within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize.

Microsoft accepts no responsibility for prizes damaged or lost in transit.

In the event the winner does not take an element of the prize at the time stipulated by Microsoft then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

By accepting a prize, you agree that Microsoft may use your entry, name, image and other details online and in print, or in any other media, in connection with this Promotion without payment or compensation to you, except where prohibited by law.

10. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the maximum extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability or any damage, loss, death or personal injury that may occur as a result of your participation in the Promotion. You undertake to indemnify and keep Microsoft and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by each or any of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Promotion.

All local laws apply. The decisions of Microsoft are final and binding

We reserve the right to cancel, change or suspend this Promotion for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Promotion, whether human or mechanical. If the integrity of the Promotion cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Promotion. Violators will be prosecuted to the full extent of the law and may be banned from participation in future Microsoft Promotions.

11. PRIVACY

Details from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for publicity purposes surrounding this Promotion. The information submitted by you during the registration process or otherwise when participating in the Promotion may include your email address, ID number and other personal information (“**Personal Information**”). By entering this Promotion you consent to the use of your information as described. 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 Promotion. For more details on Microsoft’s privacy policy, please see: [Microsoft Privacy Statement](#).

12. TAXES

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 prize winner.

13. NO WARRANTIES

To the maximum extent permitted by law:

- a. Microsoft and its agents or contractors (if any) that it may use in the execution and management of the Promotion do not warrant or represent (either directly or indirectly):
 - a. That participation in and/or access to the whole or any part of the Promotion, Promotion 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 Promotion (if any).
- b. 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.
- c. 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 Promotion site or any sites linked to the Promotion site.

14. MICROSOFT'S IP RIGHTS NOT AFFECTED

Nothing in the Promotion shall affect any intellectual property rights of Microsoft in any product or service which may be the subject matter of this Promotion.

15. 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 Promotion. Cheating includes, but is not limited to, using multiple identification numbers, tampering with, hacking of the Promotion site (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined Terms and Conditions of the Promotion, attempting to disable or overwhelm any of Microsoft's websites or the Promotion site (if any), attempting to disrupt any portion of the Promotion, 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 PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, MICROSOFT RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

16. 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.

17. MODIFICATION OF THESE TERMS AND CONDITIONS

To the maximum extent permitted by law, Microsoft may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without liability towards anyone.

18. GOVERNING LAW

This Promotion will be governed by the laws of India, and you consent to the exclusive jurisdiction and venue of the courts of New Delhi for any disputes arising out of this Promotion. The Promotion is void where prohibited or restricted by law, and is subject to all applicable laws.

(No Text Below)