

# .NET Codex 2012 Terms and Conditions | TechNet Bangladesh

<http://www.tech.net.bd/net-codex-terms-and-conditions/>

November 6, 2011

## Terms and Conditions for the .NET Codex 2012 Contest (the “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 BANGLADESH LIMITED (“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. **Eligibility.**
  1. General Eligibility Requirements
    - All legal citizens of Bangladesh who are at least 18 years of age are eligible to participate in the Contest.
    - Not eligible: The following are not eligible to participate in the Contest:
      - Employees of Microsoft and its related corporations;
      - Employees of any party (including, without limitation, external auditors) which is directly involved in organizing, promoting or conducting the Contest;
      - The immediate family members (parent, sibling, spouse or child) and household members of any of the parties mentioned above.
  - **Contest Specifics.**
    1. **Software design.** To enter the Contest, you must, or must for a team, to develop a software application that meets the following requirements:
- **Round One: 1 October 2011 – 31 January 2012**
  - If you have not already done so, register at [CodePlex](#) and [Create Project](#), accepting CodePlex’s [Terms of Use](#) and [Code of Conduct](#).
  - Publish your Project.
  - Ask your friends to download and test your Project (before you enter Round Two) and based on their feedback, fix your Project (if there is a bug or other problem) and/or improve your Project or enhance its functionality.
- **Round Two: 1 February 2012 – 30 April 2012**
  - Submit your Project for the Contest through our [Project Submission Page](#).
  - Promote your Project (through social media or any other means) and get as many downloads as possible from [CodePlex](#).
  - Encourage users to vote for your Project at [CodePlex](#).
- Individuals and teams are permitted to submit multiple applications that comply with the

requirements of Section 3.1 above.

- Any and all costs associated with entering the Contest and accessing any website mentioned in these Terms and Conditions are your responsibility.

- **How prize winners will be selected.**

1. Prizes will be awarded based on the following criteria:

- Highest number of downloads from [CodePlex](#); and

- Highest number of ratings on [CodePlex](#).

In the event of a tie, the winner(s) will be determined by a panel of judges, comprising Microsoft Most Valuable Professionals, empanelled by Microsoft.

- Microsoft reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.

- **Prizes.** There will be a total of 10 prizes:

- Champion's prize: A laptop computer worth ₳50,000.00\*

- 1st Runner-up's prize: A laptop computer worth ₳35,000.00\*

- 2nd Runner-up's prize: A Windows Phone 7 worth ₳30,000.00\*

- 3rd to 10th prizes: A WiMax modem worth ₳2,000.00\* each.

\*Recommended retail price as at the original date of publication of these Terms and Conditions.

- **How prize winners will be notified.** Prize winners will be announced on <http://tech.NET.bd> on 31 May 2012. Winners will also be notified by email.

- **Claiming a prize.**

1. Prizes will be notified by email of how to claim their prize (which may include by courier to a valid address in Bangladesh or by self-collection). Microsoft and any agents or contractors that it may use in the execution and management of the Contest exclude all liability for prizes which are damaged or lost in transit.

2. The prize winners may 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.

- **Entry forms.**

1. 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.

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

- **Goods as prizes.**

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.

2. 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.

- **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 prize winner.
- **Promotional activities.** If you are a prize winner, except where prohibited by law, you consent to the use of your name, photo and/or likeness, biographical information, town/city, Project(s) and statements attributed to you (if true) for advertising and promotional purposes without any compensation or notice you. This may include publication on the [TechNet](#) and [MSDN Bangladesh](#) websites and in [Bangladesh TechNet Flash Newsletters](#).
- **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 and/or your use of any prize.
- **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 and/or your use of any prize.
- **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.
- **Consent to receiving communications from Microsoft.** By entering the Contest, you also agree to Microsoft sending you occasional communications and/or updates in relation to TechNet Flash BD newsletters. You may opt out of these additional communications at any time by following the procedures at <https://profile.microsoft.com/RegSysProfileCenter/default.aspx?lcid=1033>.
- **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>.
- **No warranties.**
  1. Microsoft and any agents or contractors that it may use in the execution and management of the Contest do not warrant or represent (either directly or indirectly):
    - 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
    - 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).

- 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.
- 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.
- **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.
- **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.
- **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.
- **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.
- **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, without any liability towards anyone.
- **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.
- **Laws.** The Contest shall be governed by and interpreted in accordance with the laws of Bangladesh, and is subject to all applicable laws.

You can download the PDF version of the Terms and Conditions from [here](#).