

# MICROSOFT STORE ON WINDOWS AWARDS 2024

## OFFICIAL RULES

### 1. SPONSOR

These Official Rules ("Rules") govern the operation of the Microsoft Store Awards 2024 ("Sweepstakes"). Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052, USA, is the Sweepstakes sponsor ("Sponsor").

### 2. DEFINITIONS

In these Rules, "Microsoft", "we", "our", and "us" refer to Sponsor and "you" and "yourself" refers to a Sweepstakes participant, or the parent/legal guardian of any Sweepstakes entrant who has not reached the age of majority to contractually obligate themselves in their legal place of residence. By entering you (your parent/legal guardian if you are not the age of majority in your legal place of residence) agree to be bound by these Rules.

### 3. OVERVIEW

The purpose of the Microsoft Store Awards is to recognize outstanding Microsoft Apps and Games available within the Microsoft Store.

### 4. NOMINATION ENTRY PERIOD

The Nomination Period begins at 12:00 a.m. Pacific Time (PT) on August 6, 2024, and ends at 11:59 p.m. PT on September 15, 2024 ("Nomination Period").

All nominations must be received during the Nomination Period to be eligible for judging.

### 5. ELIGIBILITY

This is a trade Sweepstakes open only to eligible developers who have publicly available apps within the Microsoft Store as of September 15, 2024.

To nominate an app for consideration, you must be 18 years of age or older.

To be eligible to be nominated, you must be a developer who has an active app or game published within the Microsoft Store in at least one market no later than September 15, 2024 and be 18 years of age or older. Store publishing policies can be found here: [Microsoft Store Policies - Windows apps | Microsoft Learn](#).

If you are 18 years of age or older but have not reached the age of majority in your legal place of residence, then you must have consent of a parent/legal guardian.

Employees and directors of Microsoft Corporation and its subsidiaries, affiliates, advertising agencies, and Sweepstakes 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). Void in Cuba, Iran, North Korea, Sudan, Syria, Region of Crimea, Russia, and where prohibited.

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. Microsoft is committed to complying with government gift and ethics rules and therefore **government and public sector employees are not eligible** to enter.

## 6. HOW TO ENTER

To nominate an app for consideration, visit [Store Awards 2024: Nominate your favorite apps & games in the Microsoft Store on Windows \(office.com\)](#) to submit a nomination form for your favorite active app or game published within the Microsoft Store.

Use of any automated system to submit nominations is prohibited. Nomination forms that contain irrelevant information or lack completion of all the required questions will be disqualified.

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. The "authorized account holder" is the natural person assigned to an email address by an internet or online service provider, or other organization responsible for assigning email addresses.

## 7. ELIGIBLE NOMINATIONS

To be eligible, nominated apps and games must meet the following content/technical requirements:

- The app/game must be publicly listed in the Microsoft Store; **and**
- The app/game must be the original work of the developer; **and**
- The app cannot be created by a Microsoft Employee; **and**
- The app/game 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.

## 8. WINNER SELECTION AND NOTIFICATION

At the end of the Nomination Period, Microsoft or their Agent will evaluate all nominations received as well as any additional apps that may not have been nominated but warrant an opportunity to be recognized at the sole discretion of Microsoft.

Apps will be generally reviewed based on user experience, innovation, uniqueness, and integration with the latest hardware and technologies, including AI but may be reviewed against additional factors at the sole discretion of Microsoft.

A minimum of 10 potential winners will be selected. At least one (1) winner will be selected from among newly published apps that went live in the store between August 6, 2024 and September 15, 2024.

Potential winners will be contacted within 30 days via the email address associated with their app/game to be informed they are in the running and to affirmatively accept they would like to advance. If they choose to continue, their eligibility will be validated and they will be sent a second email with prize claim instructions, including submission deadlines (if any). 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 we do not receive enough entries meeting the nomination requirements, we may, at our discretion, select fewer winners than the number of Prizes described below.

## **9. PRIZES**

### **Minimum 10 Grand Prizes:**

- A Surface Pro Limited Edition Copilot Plus PC. Approximate Retail Value (ARV) \$1,500.00.
- An exclusive digital badge to display on your app product page for one year

The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. We will determine the value of the prize to be the fair market value at the time of prize award.

We will only award one (1) prize per person/company. 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 or not certified for distribution in your country of residence. Microsoft products awarded as prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose); you assume the entire risk of quality and performance, and should the prizes prove defective, you assume the entire cost of all necessary servicing or repair. This is so even if the Microsoft product mentions a warranty on its packaging, in a manual, or in marketing materials; no warranty applies to Microsoft products awarded as prizes. Microsoft does not give any warranty of any kind, express or implied (including any implied warranty of merchantability or fitness for a particular purpose) on products made by a company other than Microsoft that are awarded as prizes. Please contact the manufacturer to see if it is covered by that company's warranty.

Prizes will be sent no later than 28 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. If you are a potential winner and you are 18 or older but have not reached the age of majority in your place of legal residence, we may require your parent/legal guardian to sign all required forms on your behalf. By accepting a prize, you agree that Microsoft may use your nomination information, app information, name, image and hometown 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.

## **10. ODDS**

The odds of winning are based on the number of active apps within the Microsoft Store.

## **11. GENERAL CONDITIONS AND RELEASE OF LIABILITY**

To the extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss, or damage of any kind arising in connection with this Sweepstakes or any prize won.

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

We reserve the right to cancel, change, or suspend this Sweepstakes for any reason, including cheating, technology failure, catastrophe, war, or any other unforeseen or unexpected event that affects the integrity of this Sweepstakes, whether human or mechanical. If the integrity of the Sweepstakes cannot be restored, we may 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 full extent of the law and you may be banned from participation in future Microsoft promotions.

## **12. GOVERNING LAW**

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.

## **13. USE OF YOUR NOMINATION**

Personal data you provide while entering this Sweepstakes will be used by Microsoft and/or its agents and prize fulfillers acting on Microsoft's behalf only for the administration and operation of this Sweepstakes and in accordance with the [Microsoft Privacy Statement](#).

## **14. WINNERS LIST**

Send an email to [mazipers@microsoft.com](mailto:mazipers@microsoft.com) with the subject line "Microsoft Store Awards 2024 winners" within 30 days of final announcement to receive a list of winners.