

Terms and Conditions for the Microsoft Khushi Ki Khidkiyan Campaign

The following terms and conditions shall apply to the Khushi Ki Khidkiyan (hereinafter referred to as “the Campaign”).

1. These terms and conditions are applicable on the Campaign which shall begin from 9:00 AM , on 28th October 2015 till 9:00 AM, on 1st December 2015 (“the Campaign Period”) and is available throughout India.
2. Legal residents of India who meet the following eligibility criteria (“Criteria”) shall be eligible to participate in the Campaign (“Participant”):
 - a. Is 18 years and above; and
 - b. Is not an employee or intern of Microsoft Corporation (India) Private Limited (hereinafter referred to as ‘**Microsoft**’) or any other Microsoft Corporation subsidiary; and
 - c. Is not involved in any part of the execution or administration of this Campaign; and
 - d. Is 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 Campaign.
3. These terms and conditions for the Khushi ki Khidkiyan contemplates two contests, the ‘Share Your Story’ Contest and the ‘Upgrade your Seat’ Contest.

Conditions for participation in the ‘Share Your Story’ Contest

4. Persons intending to participate in the ‘Share Your Story’ Contest shall be responsible to log on to www.diwaliupgrade.com, follow the on-screen instructions and share their story/experience about how they helped someone they know to upgrade to a Windows 10 device. Each story shall be referred to as an ‘**entry**’.
5. Forty winners shall be selected from the Eligible Participants giving best stories during the campaign period as decided by the independent social media agency appointed by Microsoft for this Campaign. Each winner shall be entitled to one Windows device. There are a total of 40 Windows device to be won under this Campaign.
6. The decision of the independent social agency shall be final and binding on all the participants.
7. Each winner shall be notified through a private message and must provide a valid ID and their PAN card number to claim the prize, at the time of prize delivery including the address where the reward shall be delivered.

General Conditions applicable to 'Share your Story' and 'Upgrade your Seat' Contests.

8. Microsoft reserves the right to disqualify anyone who violates these Terms and Conditions.
9. By participating in this Contest the Participant consents to the right of the Microsoft's duly authorized delivery team to take their Photograph at the time of delivery of the reward and its use for marketing purposes.
10. The Campaign winners will be notified through a private message by 15th November, 2015 before 10:00 pm. The winners must provide a valid ID and their PAN card number to claim the prize, at the time of prize delivery, and also provide Microsoft a release from all liability relating to the Campaign.
11. Microsoft reserves the right to forfeit or deny prizes to any winner who does not provide the required details to Microsoft within the stipulated time. Microsoft reserves the right to appoint a third party to conduct the verification of winners and to fulfill the delivery of prizes and Participant agrees that Microsoft may provide necessary personal information of theirs to such third party only for the operation of this Campaign.
12. If Microsoft does not receive a sufficient number of entries meeting the entry requirements, it may, at its discretion, select fewer than the designated number of qualifiers or winners.
13. No purchase or other fee is required to be paid for participating in the Campaign.
14. The Participant agrees to provide Microsoft current, complete and accurate eligibility information or such other information as reasonably requested. Microsoft is not responsible for lost, corrupted or delayed entries.
15. An incomplete entry form or on-line registration by a Participant shall be rejected.
16. Registrations through by a script, macro, other automated or impropriety means will be void and Microsoft reserves the right to reject any entry form without assigning any reason thereof.
17. Microsoft's decisions with regard to this Campaign shall be final and binding and not subject to any dispute or challenge.

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18. Microsoft does not make any commitment, express or implied, to respond to any feedback, suggestion and/or queries of the Participants or furnish reasons for inclusion and/or exclusion of any particular submission of the Participant at any stage of the Campaign.
19. Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of the Participants.
20. The Microsoft officials engaged in the organization and management of the Campaign, including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Campaign.
24. Where the Benefits under the Contest are any goods, these shall be subject to availability. Microsoft at its discretion can provide alternate items of equivalent value. Pictures of the goods shown in the Contest website may differ from the items given.
25. The Campaign shall be governed by and construed in accordance with the laws of India. Any disputes, differences and, or, any other matters in relation to and arising out of the Contest and, or, pertaining to the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by Microsoft. The venue of arbitration shall be New Delhi.
26. Microsoft reserves all rights with respect to, withdrawing, altering terms and conditions, benefits, and discontinuing the Campaign at any stage without any liability whatsoever.