

## **MICROSOFT WINDOWS PHONE AND PHONEGAP PORTING CHALLENGE**

### **OFFICIAL RULES**

#### **COMMON TERMS USED IN THESE RULES:**

These are the official rules that govern how the Microsoft Windows Phone and PhoneGap Porting Challenge ("Contest") will operate. In these rules, "we," "our," and "us" refer to Microsoft Corporation, the sponsor of this Contest. "You" refers to an eligible Contest entrant.

#### **CONTEST DESCRIPTION:**

The objective of this Contest is to encourage developers using the Apache Cordova (aka PhoneGap) technology to port to Windows Phone 8 the existing PhoneGap apps they have published already on other app stores (Apple iTunes, Google Play, Blackberry World, Bada, Symbian, or Palm OS).

#### **ENTRY PERIOD:**

This Contest starts at 12:01 a.m. PT on May 20, 2013, and ends at 11:59 p.m. PT on June 30, 2013 ("Entry Period").

#### **ELIGIBILITY**

You are eligible to enter this Contest if you meet the following requirements at time Entry:

- You are a student, hobbyist, or professional developer in the field of software technology with a valid\* Windows Phone Dev Center account; and

\*If you do not already have a valid account, follow these steps to obtain one:

1. If you are a student you can join for no charge by signing up for DreamSpark (<http://www.dreamspark.com>).
2. If you are a member of BizSpark or MSDN at the Pro, Premium and Ultimate levels, your benefits include a free, one-time, 12-month Windows Phone Store account. For MSDN members, visit <http://msdn.microsoft.com/en-us/subscriptions/dd364989.aspx> for details. For BizSpark members, visit <http://www.microsoft.com/bizspark/> for details.
3. Otherwise, you can use the free token which will be sent to you upon validation of your entry, and sign up by visiting the Windows Phone Dev Center <https://dev.windowsphone.com>.

- 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.

- You are NOT an employee of Microsoft Corporation or an employee of a Microsoft subsidiary; and
- You are NOT involved in any part of the administration and execution of this Contest; and
- You are NOT an immediate family (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 Contest.

This Contest is void within the geographic area described above and wherever else prohibited by law.

### **APPLICATION ENTRY CRITERIA**

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

- The original app was developed using Apache Cordova (aka PhoneGap)
- The original app is available for public download in a non-Windows Phone app stores (ex, Apple iTunes, Google Play, Blackberry World, Bada, Symbian, or Palm OS) as of 11:59 pm PT on May 15, 2013
- The app was ported from non-Windows Phone app stores listed above to Windows Phone 8 platform using Apache Cordova (aka PhoneGap) and published to the Windows Phone store during the Entry Period
- The app complies with the app certification requirements for Windows Phone Store, which are listed at [http://msdn.microsoft.com/en-us/library/windowsphone/develop/hh184843\(v=VS.105\).aspx](http://msdn.microsoft.com/en-us/library/windowsphone/develop/hh184843(v=VS.105).aspx)
- The app is your own original work; and
- You have obtained any and all consents, approvals or licenses required for you to submit the app; and
- The app must not require app ratings, or reduce functionality for users who do not give your app a rating; and
- The app may not include any third party trademarks (logos, names) or copyrighted materials (music, images, video, recognizable people) unless you have obtained permission to use the materials.

Apps may NOT contain, as determined by us, in our sole and absolute discretion, any content that:

- is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- is profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
- is obscene or offensive;
- defames, misrepresents or contains disparaging remarks about other people or companies; communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or violates any law;

Those apps that meet the criteria will be considered an Eligible App.

The following types of apps are NOT Eligible Apps:

- Apps published by Microsoft Corporation or a subsidiary of Microsoft Corporation;
- Apps published by a mobile operator or device manufacturer.

We reserve the right to reject any app, in our sole and absolute discretion, that we determine does not meet the above criteria.

## **HOW TO ENTER**

To participate you must have a Microsoft account ID (Hotmail, SkyDrive, Xbox LIVE or Outlook). To obtain one for free visit <https://signup.live.com/>

The registration information you provide together with the Eligible App will be considered your Entry. To submit an Entry do the following within the Entry Period:

1. Visit <http://www.phonegapwpchallenge.com/> and login with a Microsoft account ID
2. Complete the registration form including a hyperlink to the Eligible Application. Once verified, we will email a 12-month Windows Phone Developer Center (WPDC) membership token to the email listed on the registration form.
3. Login to the WPDC <https://dev.windowsphone.com>, or use the token to activate your membership, and follow instructions to publish your Eligible App(s) to the Windows Phone store
4. Return to <http://www.phonegapwpchallenge.com/>, login with a Microsoft account ID and update your registration form to include a link to your Eligible App on the Windows Phone Store

Please consider the time it takes for your app to be approved. All apps must be published and live on Windows Phone Store within the Entry Period to qualify.

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. We will automatically disqualify any incomplete or ineligible Entry.

By submitting an Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Contest if it believes that your Entry fails to conform to the Official Rules.

### **HOW WILL MY ENTRY BE POTENTIALLY 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, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your Entry and all its content in connection with this Contest or the promotion of Apps for Windows Phone; and (ii) feature your Entry and all content in connection with the marketing, sale, or promotion of this Contest or Windows Phone (including but not limited to internal and external sales meetings, conference presentations, tradeshow, and screen shots of the Contest Entry in press releases) 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 the Sponsor(s) 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 Contest, 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; and
- 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 Contest 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 or champion Entry.

If you do not want to grant us these rights to your Entry, please do not enter this Contest.

## **WINNER DETERMINATION AND PRIZES**

At the close of the Entry Period all Entries will be reviewed by a panel of judges from Microsoft, Adobe PhoneGap and industry experts, and three Grand Prize winners and 17 runner-up winners will be selected based on the following judging criteria:

40% - Is the application original or innovative?

30% - Is the application intuitive and easy to use?

30% - Is the look and feel of the app engaging and visually appealing?

The decisions of the judges are final and binding in all matters related to the Contest. In the event of a tie between any eligible Entries, an additional judge will break the tie based on app originality. The decisions of the judges are final and binding. If we do not receive a sufficient number of Entries meeting the Entry requirements, we may, at our discretion, select fewer winners than the number of Contest Prizes described below.

## **PRIZES**

Grand Prize: A prize package including

- A Nokia Lumia Windows 8 Phone. Approximate Retail Value, ARV, US\$300
- A Microsoft Surface Pro with a Type Keyboard. Approximate Retail Value, ARV, US\$1,130

(17) Runner-up:

- A Nokia Lumia Windows 8 Phone.

The total ARV) all prizes: \$9,390

All prizes are stated in US dollars. Wireless carrier and wireless service, including data plan, are not included in the prizes. Activation terms and conditions are at the sole discretion of the phone manufacturer and wireless carrier. Limit one prize per person. If you are a potential winner, we will notify you by sending an email to the email address that you use to register at [www.phonegapwpchallenge.com](http://www.phonegapwpchallenge.com) within seven (7) days following completion of judging. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award to a runner-up.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest. If you are a potential winner, we may require you to sign an Affidavit of Eligibility, Liability/Publicity Release

and a W-9 tax form or W-8 BEN tax form within 10 days of notification. If you are a potential winner and you are 18 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. 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 a runner-up.

If you are confirmed as a winner of this Contest:

- You may not exchange your prize for cash or any other merchandise or services unless mutually agreed upon by Sponsor. However, if for any reason an advertised prize is unavailable (for example, if the Nokia Lumia or Surface RT is not supported in your region), we reserve the right to substitute a cash prize or alternate item of equal or greater value; and
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we may award it to a runner up; and
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; and
- If you are otherwise eligible for this Contest, but are considered a minor in your place of residence, we may award the prize to your parent/legal guardian on your behalf; and
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and / or terms and conditions.

#### **WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?**

By entering this Contest you agree to abide by these Official Rules; and

To release and hold harmless Microsoft and its 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 Contest, or any prize won; and that Microsoft's decisions will be final and binding on all matters related to this Contest; and that, by accepting a prize, Microsoft may use your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.

#### **WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINISTRATED?**

This Contest 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 Contest.

## **WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS 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 Contest, we reserve the right to cancel, change or suspend this Contest. 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 Contest, we reserve the right to select winners from among all eligible Entries received before we had to cancel, change or suspend the Contest.

If you attempt to compromise the integrity or the legitimate operation of this Contest 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 Contest, so please play fairly.

## **HOW CAN I FIND OUT WHO WON?**

We will post the names of winners online at [www.phonegapwpchallenge.com](http://www.phonegapwpchallenge.com). This list will remain posted one month after winner selection.

## **WHO IS SPONSORING THIS CONTEST?**

Microsoft Corporation

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