

Standard Terms and Conditions for Festive Bonanza

Following terms and conditions (the "**Terms and Conditions**") shall apply to the scheme (detailed below). For the purposes of these Terms and Conditions, the term Microsoft, when used with reference to a legal entity, shall mean [Microsoft Corporation India Pvt. Ltd] and include its Affiliates, as defined hereunder. The scheme is detailed below (the "**Festive Bonanza**"):

1. The Scheme shall run from 16th Oct till 31st Oct 2007 ("the Scheme Period"). Microsoft can curtail or extend the Scheme duration, as it deems necessary.
2. The Scheme shall be valid in India only.
3. Following shall be entitled to participate in the Scheme ("**Participant**"): All resellers acquiring COEM version of Microsoft Office 2007 – Home & Student / Basic / SBE / Pro Editions and Windows XP Pro ("Eligible Products") directly from Microsoft Authorized distributors in India during the Scheme Period.
4. An employee, agent or a relative of an employee of Microsoft, or its parent company Microsoft Corporation, USA shall not be eligible to participate in the Scheme.
5. Each Participant must ensure that his/her participation in the Scheme is lawful and is in accordance with the applicable laws.

A Participant must ensure that his/her duly filled up valid entry form in English language, where it is necessary to fill the same, reach the office of **Microsoft Festive Bonanza Claim Cell at:**

**Program Manager,
Microsoft Festive Bonanza claim cell,
C/o SurfGold.com India Pvt. Ltd.
S-10, 1st Floor,
Green Park Extension
New Delhi - 110016
E-mail: festivebonanza@surfgold.com**

on or before [5 PM, 16TH Nov, 2007], Microsoft shall not be responsible for any postal delays, transit losses or mutilation of entry forms. Claim form can be downloaded from <http://www.gogenuine.in/festivebonanza>

6. No participation or other fee is required to be paid for participating in the Scheme.
7. The Participant agrees to provide Microsoft current, complete and accurate information.
8. An incomplete entry form or on-line registration by a Participant shall be rejected.
9. Microsoft reserves the right to reject any entry form without assigning any reason thereof. Any decision taken in this regard shall be final and binding and not subject to any dispute or challenge.
10. The Participants hereby waive all rights and grant to Microsoft, a royalty-free, non-exclusive, perpetual worldwide license to copy, modify and otherwise use and distribute their submission entry and, or, any element of the submission, in any and all media and in any publication whether online, offline or on the Internet. Microsoft shall also be free to use any ideas, concepts, know-how or techniques contained in such submissions or materials for any purpose.
11. 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 Scheme.
12. Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of the Participants.
13. Participation in the Scheme shall be construed as an acceptance of the Terms and Conditions stipulated herein. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
14. The Participant undertakes and declares that for participating in the Scheme, he/she shall not use any unauthorized or pirated software. In the event, a Participant is found to be doing so, such Participant shall forthwith be disqualified from participating in the Scheme.
15. The Microsoft officials engaged in the organization and management of the Scheme, 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 Scheme.
16. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Scheme is a violation of Criminal and Civil Laws and should such an attempt be made, Microsoft reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
17. Following will be the prize or benefits ("**Benefits**") under the Scheme:

- 17.1 Participants obtaining Eligible Products from Microsoft Authorized Distributors in India during the Scheme Period will be eligible to earn points, only on net purchases made, at the end of the Scheme Period as per the slabs given below.

Units of Windows XP Pro	Points
3 to 8	7
9 to 25	8
26 to 50	9
51 to 90	10

Units of Office 2007	Points
1 to 9	15
10 to 25	17
26 to 50	20

- 17.2 The points earned as per the clause (17.1) can be redeemed against Centurion Gift Cards worth 10 times the value of points earned
- 17.3 For the calculation of Benefits, only the parent company as per the Microsoft Partner Program would be considered. Purchases by all sister concerns of Resellers would be treated under the relevant parent Reseller Company.
- 17.4 All Participants who qualify for Benefits should send in their claims as per the registration cum claim form. Claim form can be obtained at <http://www.gogenuine.in/festivebonanza>
- 17.5 Participants participating in another promotion for the same period and same Eligible Products would not qualify for any rewards in this scheme
18. The name(s) of the selected Participant(s) shall be announced through -mail]. All selected Participants shall be informed individually by mail (e-mail or normal post). However, there shall be no liability on Microsoft in the event such mail does not reach such Participants on any account whatsoever.
19. The decision on the Participants selected by Microsoft shall be final and binding and no correspondence or communication shall be entertained in this regard.
20. Microsoft or its Affiliates shall be entitled to use, in any manner, the name, photographs and other details of the Participant or any other participating person, likeness and status in any publication including the Benefits awarded to them, if any. By participating in the Scheme, all Participants hereby agree to the same. Microsoft may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants.
21. Benefits shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Scheme shall not entitle a Participant to the Benefits. No other person or agent can claim the Benefits on behalf of the Participant.
22. In the event the Benefits involve manufactured items, these shall be subject to manufacturer's terms and conditions for warranty, service and maintenance, and Microsoft does not accept any responsibility for the same.
23. Where the Benefits under the Scheme are items/goods, these shall be subject to availability. Microsoft at its discretion can provide alternate items of equivalent value. Pictures of the items/goods shown in the Scheme brochure may differ from the items/goods given.
24. In the event Benefits involve travel, the selected Participant shall be responsible for procuring and paying the cost of all the legal documents and procedures in order to travel, including passports, visas, taxes and any other documents. All travel arrangements relating to the Benefits are subject to availability, as determined in Microsoft's sole discretion.
25. Any Microsoft Product under the Scheme shall also be available without the Scheme.
26. 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 Benefits shall be fully borne by the selected Participants. All cash Benefits shall be subject to deduction of applicable withholding taxes.
27. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Microsoft including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any Scheme, or the delivery, quality, quantity, merchantability, fitness for use or non infringement in respect of any goods, services, benefits or awards acquired or obtained through the Scheme or any transactions effected through the Scheme; (b) The Participant expressly agrees that his/her participation in the Scheme offered by Microsoft is at the Participant's sole risk and is governed by the Terms and Conditions herein; and(c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Scheme shall be construed to mean the giving of any warranty of any kind by Microsoft.
28. Nothing in the Scheme shall affect any intellectual property rights of Microsoft in any product or service, which may be the subject matter of the Scheme.
29. All perpetual and worldwide intellectual property rights, including any copyright in the applications developed by the Participants and, or, their submissions, feedback, material and the like shall be owned by Microsoft. Microsoft shall be entitled to exploit the same in any manner whatsoever.

30. The Scheme 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 Scheme and, or, pertaining to the rules and regulations and, or, 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.
31. The Participant undertakes to indemnify and keep Microsoft harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Microsoft due to breach of any Terms and Conditions contained herein by the Participant and, or, arising from the participation of the Participant in the Scheme.
32. In addition to these Terms and Conditions, other specific terms may be imposed by Microsoft any time to deal with any unforeseen situation. Microsoft also reserves the absolute right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect of the Scheme at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately as Microsoft considers fit. However, no obligation is cast on Microsoft to separately intimate each individual Participant with regard to such additional terms and conditions.
33. Microsoft also reserves the right to withdraw or discontinue with the Scheme at any stage without any liability whatsoever to the Participant and, or, anyone.
34. An 'Affiliate' means any legal entity owned or control by Microsoft, which owns or controls Microsoft or which is under common ownership or control with Microsoft. The term 'ownership' means more than 50% direct or indirect ownership/shareholding and the term 'control' means direct or indirect control of the management or the board of directors.