

Terms and Conditions for the Photo360 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 SINGAPORE (“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:**
 - 2.1 **General Eligibility Requirements**
 - All residents of Singapore are eligible to participate in the Contest.
 - If you are below 21 years of age, you must obtain the appropriate permissions and releases from your parent or legal guardian in order to participate in the Contest.
 - 2.2 **Not eligible:** The following are not eligible to participate in the Contest:
 - Employees of Microsoft and its related corporations and their immediate family members.
 - Employees of any party which is directly involved in organizing, promoting or conducting the Contest.
 - Employees of external auditors who are directly involved in the Contest.
 - 2.2 **Specific Eligibility Requirements**
 - Students studying at any Institute of Higher Learning or Junior Colleges in Singapore are eligible to participate in the ‘Student’ category of the Contest.
 - Everyone else can participate in the ‘Open’ category of the Contest.
3. **Contest Specifics:**
 - 3.1 The Contest requires contestants to take pictures of 2 sites in Singapore and to use Microsoft® PhotoSynth to create 3D views of them (synths).
 - 3.2 Contestants must upload their pictures onto <http://www.photosynth.net> (the “Microsoft® PhotoSynth site”) during the Contest Period.
 - 3.3 **Contest Period:** From 2:00 p.m. on 13th March 2010 to 12:00 p.m. on 18th March 2010.
 - 3.4 **How to enter:**
 - Step1** Form a team of up to 3 members and register with complete team details at <http://tinyurl.com/photo360> (the “Contest site”) by 12:00 a.m. on 12th March 2010.
 - Step 2** Attend the kickoff event to be held at 10:00 a.m. on 13th March at Microsoft’s auditorium at 1 Marina Boulevard #22-01, One Marina Boulevard, Singapore 018989, where you will be allocated the sites to take pictures of. In the ‘Student’ category, each team will be allocated 2 specific sites. In the ‘Open’ category, each team will be allocated with one specific site and must also synth one site of their personal choice.
 - Step 3** Between 2:00 p.m. on 13th March 2:00PM and 12:00 p.m. on 18th March, take photos of the relevant sites. You must upload your photos to the Microsoft® PhotoSynth site before 12:00 p.m. on 18th March 12:00, and email us the link to your synths at photo360@crystaledge.net.

To be eligible for judging, your entry must meet the following requirements:

- Photos must be taken with a camera with an image resolution of at least 5 megapixels.
- A minimum of 150 photos must be taken and submitted (we recommend that you upload less than 300 photos due to performance issues).
- The synthy of your photos must be greater than 90%. Please refer to <http://photosynth.net/faq.aspx> to understand what “synthy” means.
- Each synth must be tagged “Photo360”.
- Each of your synths must be accompanied by a written description of the site shown in your synth of a minimum of 70 words.

4. **How prize winners will be selected:**

- All entries will be judged by a panel of experts from Microsoft and other related industries. Entries will be judged based on the following criteria:
 - Location and orientation (20%) - The choice of locations within a particular site and their orientation
 - Detail (20%) - Emphasis on things that make your site unique
 - Coverage (20%) - The degree of coverage of the site in your synth (synth as much as you can to provide a more captivating experience for online visitors)
 - Photo Quality (15%)
 - Judges Discretion (15%)
 - Description (10%) - The quality of your metadata about the sites.
- The contestant with the highest score will be the winner.
- From 20th March to 19th May, all entries will be available at the Microsoft® PhotoSynth site (<http://www.photosynth.net>) for the public to indicate as their favorite. The entry that is indicated as favorite the most number of times will win the Voters’ Choice prize.
- If there is a tie in scores, the tied entries will be reviewed by a second similarly constituted panel of judges to determine the sole winner.
- The decisions of the judges will be final and binding.

5. **Prizes:**

‘Student’ category:

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| Best Heritage Site | – SGD\$1,000 cash prize |
| Best Tourist Site | – SGD\$1,000 cash prize |
| Best Sports Venue | – SGD\$1,000 cash prize |
| Voters’ Choice | – SGD\$1,500 cash prize |

‘Open’ category:

- | | |
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| Best Natural or Architectural Site | – approximately SGD\$1,500 worth of cash and prizes |
| Best Personal Choice Location | – approximately SGD\$1,500 worth of cash and prizes |
| Voters’ Choice | – approximately SGD\$2,000 worth of cash and prizes |

6. **How prize winners will be notified:**

- Prizes (other than the Voters’ Choice prizes) will be announced at the Awards Ceremony to be held at Microsoft’s office at One Marina Boulevard #22-01, 1 Marina Boulevard, Singapore 018989, on 20th March 2010.
- The Voters’ Choice winners will be announced at the Contest Site on 20th May 2010.
- Microsoft reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
- If Microsoft cannot locate or contact any winner, Microsoft reserves the right to give the prize to a runner-up.

- Any prize which remains unclaimed 2 months after the prize winners have been announced will be forfeited.
7. **Claiming a prize:**
- All contestants are required to attend the Awards Ceremony to be held at Microsoft's office on 20th March 2010, where the prize winners (other than for the Voters' Choice prizes) will be announced and awarded.
 - The winners of the Voters' Choice prizes will be notified by e-mail regarding claiming their prizes at Microsoft's office.
 - The winners (or in the case of a minor, his/her parent or legal guardian) will 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.
8. **Entry forms:**
- 8.1 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.
- 8.2 If any information provided on an entry form is found to be misleading or inaccurate, that entry shall be deemed invalid.
9. **Goods as prizes:** Where the prizes under the Contest are items/goods, these 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. If prizes involve manufactured items, these 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.
10. **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.
11. **Your submission's fitness for publication:** By entering the Contest, you expressly agree that your photos, synths and written descriptions (together, "Submission") does not contain any image or content that is unlawful, libelous, slanderous, defamatory or invasive of another person's right of privacy or right of publicity, or that Microsoft may reasonably deem harmful, vulgar, obscene, derogatory, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, national origin or gender, or otherwise unfit for publication. Microsoft shall not be liable in any way for any Submission. Microsoft shall have no obligation to monitor your Submission, but may do so at its discretion. If, Microsoft, in its sole and absolute discretion, considers your Submission inappropriate or unsuitable for publication, Microsoft may remove your Submission from the Contest.
12. **Representations and warranties relating to your Submission(s):** You represent and warrant to Microsoft that (i) you are the sole and exclusive owner of your Submission(s), or you have all right and authority to grant the rights in your Submission(s) to Microsoft, its affiliates and/or its agents and

contractors; (ii) if your Submission(s) contains a photograph or a video, you have obtained any and all releases necessary from all persons depicted in the photograph or video, including, without limitation, releases in the context of rights of privacy and rights of publicity; and (iii) if a person depicted in the photograph or video is under the age of 21 years, you have obtained all appropriate permissions and releases from the parent or legal guardian of the person in question, to submit the Submission(s) for the Contest.

13. **Promotional activities:** You consent to the use of your name, photo and/or likeness, biographical information, Submission, video interview and statements attributed to you (if true) for advertising and promotional purposes, at Microsoft's sole discretion, without any compensation or notice you.
14. **Microsoft's rights in your Submission:**
 - 14.1 Microsoft will not return any of your Submissions, and your Submissions become the property of Microsoft.
 - 14.2 You grant to Microsoft and/or its affiliates a non-exclusive, fully transferable, perpetual, irrevocable, royalty free, fully paid-up right and license:
 - to adapt, edit, modify, publish, promote, reproduce, distribute, publicly display your Submission and make derivative works based on it in any and all media, including any compilation, as Microsoft and/or its affiliates see fit for any reason,
 - to identify you as the author of the Submission, and
 - to authorize others to do any of the things described above without any obligation to notify or compensate you.
 - 14.3 Without limiting the generality of the provisions above, Microsoft and/or any of its affiliates shall have an exclusive right to publish and use any winning Submission(s) in print and/or electronic form for advertising and promotion of Microsoft's products, for exhibition, and for both commercial and non-commercial products and publications, including without limitation, using, downloading, adapting, reformatting, editing and/or resizing the winning Submission(s) as may be necessary and to authorize others to do any of the above without any obligation to notify or compensate the prize winner(s).
 - 14.4 You agree to do and sign any further acts, deeds and documents to enable us and our affiliates to exercise the rights granted to us above.
15. **Limitation of liability; Indemnity:** 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. You undertake to indemnify and keep Microsoft and its parent company, affiliates, related corporations, subsidiaries, 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.
16. **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.
17. **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>.

18. **No warranties:**

18.1 Microsoft and any agents or contractors (if any) that it may use in the execution and management of the Contest do not warrant or represent (either directly or indirectly):

- (a) 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
- (b) 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).

18.2 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.

18.3 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.

19. **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.

20. **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.

21. **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, 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.

22. **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.

23. **Modification of these Terms and Conditions, etc.:** Microsoft may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.

24. **Laws:** The Contest shall be governed by and interpreted in accordance with the laws of Singapore. The Contest is void where prohibited or restricted by law, and is subject to all applicable laws.

25. **No third party rights.** A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms. For the purposes of this

paragraph, "person" shall mean a human being or a corporate entity (whether or not having a separate legal personality), as the case may be.