



BRITISH ACADEMY
OF FILM AND TELEVISION ARTS
Cymru



NOKIA
Developer

The Windows 8 “Power Up” Game App competition Terms & Conditions

1. **ELIGIBILITY.** This promotion is open to any person resident in the United Kingdom who is registered to publish Apps on the UK Windows 8 Store and is eighteen (18) years of age or older at the time of entry. Employees of BAFTA or Microsoft or their affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees’ families (defined as parents, children, siblings, spouse and life partners).

2. **AN ENTRANT.** An entrant may be an individual or a team. If entering as a team, a Team Captain must be elected. A maximum of 5 people are permitted in each team including the Team Captain. The individual, or if a team, the majority of the team, must be based in Wales, either by way of permanent residence or by way of attendance at a Welsh Further Education or Higher Education establishment.

2. **ENTRY.** All entrants must register their intention to enter the competition by completing the registration form on the BAFTA Cymru website www.bafta.org/wales . Entry to the competition is then dependent on the successful self-publication of your Windows 8 game app to the Windows 8 Store by 18:00 Sunday, September 15th 2013. Upon successful publication please send an email to Andrew@microsoft.com confirming the following: your name, your studio name, your contact details, the name of your game app and a forward of the Store Certification email for the game app. There is no limit to the number of game apps you can submit to the Windows 8 or Windows Phone 8 Store for the competition.

Please be aware that there is an annual registration fee required to register as a publisher of Apps on the Windows 8 and Windows Phone 8 Store. You will need to be registered to successfully submit a game app.

To the extent that entry requires the submission of user-generated content such as photos, videos, music, artwork, essays, etc., entrants warrant that their entry is their original work, has not been copied from others, and does not violate the privacy, intellectual property rights or other rights of any other person or entity.

Entries will be ineligible for the prize draw if they:

- are incomplete;
- violate the rights of any other person or entity; or
- are received outside of the Promotion Period set out below.

Entry constitutes full and unconditional acceptance of these Terms and Conditions. Neither BAFTA Cymru or Microsoft are responsible for lost, corrupted or delayed entries. BAFTA Cymru and Microsoft reserve the right to disqualify anyone who violates these Terms and Conditions.

3. **TIMING.** This promotion runs from Wednesday, 26th June 2013 until 11.59:59 p.m. GMT on Sunday, September 15th 2013 (inclusive) (the "Promotion Period").

4. **USE OF YOUR ENTRY.** Personal data which you provide when you enter may be used for future BAFTA Wales and Microsoft marketing activity if you indicate your consent on the entry form (if applicable). Otherwise your personal data will be used by BAFTA Cymru and Microsoft and agents acting on their behalf only for the operation of this promotion.

5. **SELECTION OF WINNERS.** All valid entries will be initially reviewed by a BAFTA Cymru / Microsoft panel of judges and a shortlist of 10 games will be submitted to the final judging panel of BAFTA Cymru , Microsoft and independent judges. The judging criteria are detailed below along with the percentage of points applicable to each element. Total score per game is a potential 100 points out of 100 points.

The final judging decision will be made by Monday, September 23rd 2013.

Judging will be based on the criteria below and will be scored out of 10 for each category:

- Innovation & Feasibility – 33%
- Solution Design, Architecture & Functionality – 33%
- Utility & Design – 34%

A maximum of one prize per eligible entry is allowed. Winners will be notified by telephone and email to the contact details provided by the potential winner by Wednesday, September 25th. If a potential winner has not confirmed receipt of the notification within TWENTY FOUR (24) hours after the first attempt, an alternative winner will be selected on the same basis as described above (either at random for prize draws or according to the same judging criteria for competitions). Winners may be asked to provide identification proving their eligibility before they are entitled to receive the prize. Winners may be required to participate in further publicity or advertising.

6. **PRIZE(S).** There will be first and second prizes as detailed below. The shortlisted finalists will be invited to an Awards Ceremony hosted at Dolby's London HQ in October 2013. In addition to the awards ceremony itself; there will be a chance to discover the latest audio technologies and listen to a guest speaker discussing the challenges involved in delivering a great audio experience. The prize(s) will be as follows:

1st Prize

A maximum number of 5 prize packs will be offered.

The Prize Pack contains

- 1 x Windows 8 Smartphone
- 1 x Microsoft Kinect
- 1 x Xbox Games Bundle
- 1 x Nokia Developer Account

2nd Prize

A maximum number of 5 prize packs will be offered.

The Prize Pack contains:

1 x Nokia Developer Account

1 x Microsoft Kinect

Prizes are as stated and are not transferable. No cash alternatives available. Microsoft reserves the right to substitute the prizes with prizes of equal or greater value. All prizes will be sent by Microsoft or its agent no later than 28 days after the prize draw has been made by Microsoft. Unless otherwise stated, all prizes are subject to their manufacturer's warranty and/or terms and conditions.

Prizes may be considered as a taxable benefit to the winners. Winners will be directly responsible for accounting for and paying to HMRC, or other relevant tax authority, any tax liability arising on their prize. Please contact ukstat@microsoft.com for any query related to the taxable amount for reporting to HMRC, or other relevant tax authority.

7. **WINNERS LIST.** Each winner consents to his/her surname being made publicly available upon request. Winners' names will be available for a period of 28 days after the selection of winners by written request to clairehe@bafta.org

8. **OTHER.** No correspondence will be entered into regarding either this promotion or these Terms and Conditions. In the unlikely event of a dispute, BAFTA Cymru and Microsoft's decision shall be final. BAFTA Cymru and Microsoft reserve the right to amend, modify, cancel or withdraw this promotion at any time but only before the delivery of prizes, without notice.

Participants in this promotion agree that neither BAFTA Cymru nor Microsoft will be liable whatsoever for any injuries, costs, damage, disappointment or losses of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in this promotion. Nothing in this clause shall limit BAFTA Cymru or Microsoft's liability in respect of death or personal injury arising out of its own negligence or liability arising out of BAFTA Cymru's or Microsoft's fraud.

Neither BAFTA Cymru nor Microsoft cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

9. **SPIRIT OF THE COMPETITION.** If an entrant attempts to compromise the integrity or the legitimate operation of this promotion by hacking or by cheating or committing fraud in ANY way, we may seek damages from that entrant to the fullest extent permitted by law. Further, we will disqualify that entrant's entry to this promotion and may ban the entrant from participating in any of our future promotions, so please play fairly.

Promoter: Microsoft Limited ("Microsoft"), Microsoft Campus, Thames Valley Park, Reading, RG6 1WG, England