Nokia Asha Wiki Competition 2013H2 Terms and Conditions

This article provides the terms and conditions for the Nokia Asha Wiki Competition 2013H2

1. Acceptance

These terms for the Nokia Asha Wiki Competition 2013H2 ("Competition Terms") are additional terms and conditions to Nokia Developer service terms and Privacy Policy (collectively "Terms") and govern your participation in the Nokia Asha Wiki Competition 2013H2 ("Competition"). If there is any conflict between these Competition Terms and any other service terms, the provisions of these Competition Terms shall prevail when participating in the Competition.

By registering for or participating in the Competition you accept these Competition Terms. You are not allowed to participate in the Competition if you do not agree to these Competition Terms.

The Competition Terms constitute an agreement between you (either an individual or an entity) and Nokia Corporation, Keilalahdentie 2-4, 02150 Espoo, Finland including its affiliates and suppliers (collectively "Nokia"), defining your and Nokia's rights and responsibilities with respect to the Competition.

2. Competition

The Competition is designed to motivate and reward Nokia developers who create a great tutorial, guide, or article with code that shows how to use the features of the Nokia Asha software platform to address health issues in useful, imaginative, and innovative ways. You acknowledge and agree that the Competition is one of skill, not chance. Prizes will be awarded to five Entrants (as defined in Section 3 herein) who submit the best entries ("Entry") as determined in the sole discretion of the judges. No purchase is necessary to enter, participate or receive a prize. A purchase will not increase chances of winning a prize.

The Competition will be conducted in two segments. The first segment begins at 12:01 AM GMT on 26 September 2013 and closes at 11:59 PM GMT on 17 November 2013 (the “First Segment”). The second segment begins at 12:01 AM on 18 November 2013 and closes at 11:59 PM GMT on 15 December 2013 (the “Second Segment”).

You understand and agree that you are solely and fully responsible for any and all aspects of the Entry submitted, including but not limited to its legality, appropriateness and non-infringement of third party intellectual property rights, and Nokia shall not be liable in any way for such Entry. The Competition is void wherever prohibited or restricted by any mandatory national, state or other government laws in form and language as provided herein and is subject to all applicable mandatory federal (national), state and local laws.

By participating, you agree to the decisions of the judges, whose decisions are final and binding in all respects. To the maximum extent permitted by applicable law, Nokia reserves the right at its sole discretion to amend, withdraw or revise these Competition Terms and the prizes at any time without notice and in such event Nokia shall not have any liability whatsoever.

3. Eligibility

This Competition is open to individuals, teams of individuals and business entities in all countries where participation is not otherwise void as a matter of law (each individual, each team, each individual member of a team, and each entity is referred to as an "Entrant" in these Competition Terms). You must be age 18 or older as of the date of submitting the Entry.

Employees and directors of Nokia, and Nokia's respective parents, affiliates, subsidiaries, retailers, distributors, agencies and their respective officers, directors, employees and agents (collectively, "Released Parties") are not eligible to enter or win. Furthermore, household members of any Released Parties are also not eligible to enter or win.

If you enter the Competition as a member of a team, you understand and agree that, in order for a team to be eligible to participate, all of the members of the team must meet the eligibility criteria contained herein and agree to these Competition Terms. By entering, you warrant that you have obtained the appropriate agreement and/or approval by your team members. In addition, you understand and agree that if the team is selected to receive a prize, the team is responsible for ensuring that the prize will be appropriately distributed or shared between team members and each member of the team must agree upon the payment or prize distribution method or, alternatively, the team must designate an individual on the team to receive a prize in the event the prize may not be apportioned between the team members. The eligibility of an Entrant is tied to the eligibility of the team. So if one member of a team does not comply with these Competition Terms or is disqualified, the team as a whole will be disqualified.

If you enter the Competition as part of a corporation or other legal entity (hereinafter collectively "Entity"), you warrant that the appropriate corporate officers, executives, managers or other persons having the authority to approve Entity’s Entry into this Competition have approved the Entrant's Entry and you understand that these Competition Terms will be binding on both you and

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the Entity. If such Entity is selected to receive a prize, a corporate officer or person entitled to bind the Entity will be required to validate that you are entitled to receive the prize on the behalf of the Entity and the corporate officer or person entitled to bind the Entity must provide the appropriate information for receiving the prize.

By entering, you agree to release, discharge, indemnify and hold harmless the Released Parties from any and all liability, claims, judgments, losses, injuries, demands, damages, actions, and/or causes of actions, whether direct or indirect, which may be due to or arise out of participation in the Competition or any portion thereof, or the acceptance, use/misuse or possession of any prize or Released Parties' use of any of the rights granted herein.

4. Entry Requirements

To enter the Competition you must publish a tutorial, guide, or article with code at www.developer.nokia.com during the First Segment and/or Second Segment that shows how to use the features of the Nokia Asha software platform to address health issues in useful, imaginative, and innovative ways. The Competition judges will then select the two Entrants who submitted the best Entries during the First Segment, and the three Entrants who submitted the best Entries during the entire Competition (e.g., the First and Second Segments) – for a total of five winning Entries throughout the entire Competition. Entrants may only win one prize during the Competition. However, Entrants who do not win a prize in the First Segment are still eligible to win a prize during the Second Segment.

Entrants must follow the instructions on the Competition website, and comply with any posted guidelines that apply when participating in the Competition. Nokia has the right at its sole discretion to add, change, amend, withdraw or revise any criteria and/or categories at any time without notice and in such event Nokia shall not have any liability whatsoever.

For a qualified Entry, you must submit all the information required on the Competition website. To qualify for a prize, all Entry materials, including supporting documentation, must be in the English language.

5. Your Entry Submission

You hereby represent and warrant that (i) Entry is your original work and was created by you, (ii) the Entry has not won previous awards granted by Nokia; (iii) the Entry does not violate or infringe the intellectual property, proprietary or other rights of any third party, (iv) you possess and control all rights necessary to submit the Entry irrevocably and without restriction to Nokia, and (v) that publication of the Entry via various media including web posting, will not infringe on the rights any third party rights. You will indemnify and hold harmless Nokia from any claims to the contrary.

6. Competition Judging and Prizes

Judging of Entry submissions will begin immediately after the First Segment ends, and Second Segment ends. Winners for the First Segment will be announced on or around 25 November 2013. The remaining winners will be announced after the Second Segment ends, on or around 6 January 2014. The panel of judges consists of representatives of Nokia or other people designated by Nokia.

All eligible Entries received will be judged based on the following criteria: the relevance, usefulness, quality, and presentation of their technical information. Additional criteria may also apply and will be posted on the Competition website.

Nokia reserves the right to not award all prizes listed below if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Throughout the Competition, Nokia specifically reserves the right, exercisable at its sole election, to screen any and all Entries and to disqualify from prize consideration any Entries that Nokia determines, in its sole discretion, to be inappropriate, obscene, not in keeping with Nokia's image or that otherwise do not comply with these Competition Terms.

The five (5) best Entries will be selected among all qualified Entries pursuant to the rules herein, and each will be awarded the following:

- Nokia Asha 501
- Coloud Knock for Nokia headphones
- Portable USB charger

The approximate retail value (“ARV”) of the overall winner prize package is 150 EUR. Actual value of the device and gear prize may vary based on the winner’s residence. Any difference between stated approximate retail value and actual value of prizes will not be awarded. Winner must sign and return a release before awarding of any prize. Winner must accept prizes as specified by Nokia or prizes may be forfeited. Prizes cannot be assigned, transferred, redeemed for cash, or substituted except by Nokia which may, at its sole discretion, substitute any prize with one of comparable value if the advertised prize becomes unavailable for any reason. The reporting and payment of any taxes for the prizes are the winner’s sole responsibility.

PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED BY THE

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RELEASED PARTIES. ALL PRIZE DETAILS ARE AT NOKIA'S SOLE DISCRETION.

7. Prize Awarding and Taxes

Prizes will only be awarded upon a potential winner's verification of eligibility and compliance with these Competition Terms, any other country specific legislation based on winner's domicile, and final approval by Nokia.

If a potential winner cannot be contacted, is ineligible, fails to timely respond, if notification is returned undeliverable, or if a potential attendee otherwise fails to fully comply with these Competition Terms, he/she will forfeit the potential prize and, at Nokia's sole discretion, the prize may be extended to a runner-up. Potential winners will have two (2) days from the date notification is issued to confirm that the notification has been received. Each prize winner grants Nokia and its agents an unlimited, worldwide and perpetual license and right to feature, market, publicly perform, or display their Entries in any way, in any and all media, without limitation, and without consideration to the participant, for the purposes of promoting the Entry in connection with the Competition, and for marketing and promotional purposes only (e.g., to advertise, display or otherwise promote Nokia's products and platforms by making screenshots and video clips available in any and all forms of media or website). However, by no means will your personally identifiable information be used for non-Competition related purposes.

Nokia is not responsible for decisions on the division or distribution of the prizes among or between any team members or Entity. Decisions on how to distribute or divide any prize among individual team members or within Entity is the sole responsibility of the participating team or Entity. All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner.

8. Disqualification from the Competition

In no event shall Released Parties be responsible for any late, lost, illegible, indecipherable, incomplete, stolen, garbled, delayed, inaccurate or misdirected Entries, all of which Entries are invalid and will not be able to be selected for any prize hereunder.

Users found tampering with or abusing any aspect of this Competition, as solely determined by the judges, will be disqualified and all associated entries will be void. If disqualified for any of the above abuses, Nokia reserves the right to terminate your eligibility to participate in the Competition. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be in violation of criminal and civil law, and, should such an attempt be made, Nokia reserves the right (among other causes of action and remedies) to seek damages (including attorneys' fees) from any such person to the fullest extent permitted by law. Nokia reserves the right to terminate, cancel, suspend and/or modify the Competition (or any portion thereof) if any fraud, bug, virus, non-authorized human intervention or other technical problem corrupts the administration, security, or proper play of the Competition, as determined by Nokia in its sole discretion. In such event, Nokia reserves the right to determine the winners from among the eligible entries received up to the time of the impairment using the judging procedures outlined above.

9. Release of Liability; Disclaimer of Warranty; Forum Selection Clause.

By participating in the Competition, Entrants and winners agree to release and hold harmless the Released Parties, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Competition, or possession, acceptance and/or use or misuse of the prize or participation in any Competition-related or prize-related activity and for any claims or causes of action based on publicity rights, copyright, trademark, defamation or invasion of privacy and merchandise delivery.

Entrants and winners acknowledge that Nokia has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize (or any component thereof) or their affiliates. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Entrant or Nokia in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Finland, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the laws of Finland. In addition, any dispute relating to the Competition (including these Terms) will be settled by arbitration under the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration will be conducted in Helsinki, Finland, in the English language. The award will be final and binding on the Parties. Entrants hereby irrevocably consent to the personal jurisdiction of arbitration proceeding and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

10. Other

Released Parties are not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software or website. Released Parties are not responsible for lost, interrupted or unavailable

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network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate Entry information, howsoever caused, the incorrect Entry or transmission, or other error of any kind whether human, mechanical or electronic, including but not limited to any injury or damage to your or any other person's computer related to or resulting from participation in the Competition; typographical, printing or other errors in these Competition Terms, in any Competition related advertisements or other materials; the administration of the Competition, the judging of entries, the announcement of the prizes; or any problems related to the administration of the Competition. This Competition is conducted in English (which will be given its everyday ordinary meaning).

Where Nokia has provided a translation of the English language version of the Competition website, then you agree that the translation is provided for your convenience only and that the English language version of the website alongside these Competition Terms will govern your relationship with Nokia. If there is any contradiction between what the English language version and a translation, then the English language version shall prevail.

11. Copy of Competition Terms/Names of the Winner(s)/Sponsor

For a copy of the Competition Terms or the names of the winners, send a self-addressed stamped envelope to: Nokia, Nokia Asha Wiki Competition 2013H2, Keilalahdentie 2-4, P.O. Box 100, FIN-00045 Nokia Group, Finland; please specify " Nokia Asha Wiki Competition 2013H2 Winners Announcement" or "Nokia Asha Wiki Competition 2013H2 Terms Request" in your correspondence.

Sponsor of the Nokia Asha Wiki Competition 2013H2: Nokia Corporation, Keilalahdentie 2-4, P.O. Box 100, FIN-00045 Nokia Group, Finland.

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