

Nokia Original Imaging Effect Wiki Challenge 2014Q2 Terms and Conditions

This article provides the terms and conditions for the [Nokia_Original_Imaging_Effect_Wiki_Challenge_2014Q2](#).

Acceptance

These terms for the Nokia Original Imaging Effect Wiki Challenge 2014Q2 ("Challenge Terms") are additional terms and conditions to [Nokia Developer service terms and Privacy Policy](#) (collectively "Terms") and govern your participation in the Nokia Custom Effect Wiki Challenge 2014Q2 ("Challenge"). If there is any conflict between these Challenge Terms and any other service terms, the provisions of these Challenge Terms shall prevail when participating in the Challenge. By registering for or participating in the Challenge you accept these Challenge Terms. You are not allowed to participate in the Challenge if you do not agree to these Challenge Terms. The Challenge Terms constitute an agreement between you (either an individual or an entity) and Microsoft Mobile Oy, Espoo, Finland including its affiliates and suppliers (collectively "Microsoft Mobile Oy, Espoo Finland"), defining your and Microsoft Mobile Oy Espoo's rights and responsibilities with respect to the Challenge.

Challenge

The Challenge is designed to motivate and reward Nokia developers who create an original custom effect that can be used with the Nokia Imaging SDK. This effect can be written in C#, in C++, or created by combining two or more existing filters to create a new effect. Entries will be considered in one of the following three categories:

1. Recipes: An effect that combines multiple pre-existing filters
2. C#: Filters written from scratch in C#
3. C++: Filters written from scratch in C++

By entering you acknowledge and agree that the Challenge is one of skill, not chance. Prizes will be awarded to nine Entrants (as defined in Section 3 herein) who submit the best entries ("Entry") in each category as determined in the sole discretion of the judges. In addition, the authors of all qualifying entries (as defined in the instructions on the Challenge website) will receive 100 DVLUP Participation Points and XP. (XP contributes to your [DVLUP reputation](#), while points can be redeemed for [exciting DVLUP prizes](#)). No purchase is necessary to enter, participate or receive a prize. A purchase will not increase chances of winning a prize. The Challenge will begin when this article is publicly published on the Wiki and closes at 11:59 PM PST on 14 July 2014 (the "Challenge Period"). 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 Microsoft Mobile Oy Espoo, Finland shall not be liable in any way for such Entry. The Challenge 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, Microsoft Mobile Oy Espoo, Finland reserves the right at its sole discretion to amend, withdraw or revise these Challenge Terms and the prizes at any time without notice and in such event Microsoft Mobile Oy Espoo, Finland shall not have any liability whatsoever.

Eligibility

This Challenge 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 Challenge Terms). You must be age 18 or older as of the date of submitting the Entry. Employees and directors of Microsoft Mobile Oy Espoo, Finland, and Microsoft Mobile Oy Espoo, Finland'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 Challenge 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 Challenge 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. Similarly, the team must agree upon the distribution of

DVLUP Points and XP rewarded for a qualifying entry. The eligibility of an Entrant is tied to the eligibility of the team. If one member of a team does not comply with these Challenge Terms or is disqualified, the team as a whole will be disqualified. If you enter the Challenge 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 Challenge have approved the Entrant's Entry and you understand that these Challenge Terms will be binding on both you and 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 Challenge 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.

Entry Requirements

To enter the Challenge you must create an original custom effect that can be used with the Nokia Imaging SDK during the Challenge period. This effect can be written in C#, in C++, or created by combining two or more existing filters to create a new effect. The Challenge judges will then select the nine Entrants who submitted the best article Entries during the Challenge Period. The winning articles will be submitted to popular vote via Twitter, and the author of the top-voted article in each category (C#, C++, and combined filters) will win one additional prize. Each contestant may win a maximum of 500XP and one Nokia Lumia 630. Entrants must follow the instructions on the Challenge website, and comply with any posted guidelines that apply when participating in the Challenge. Microsoft Mobile Oy, Espoo Finland 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 Microsoft Mobile Oy, Espoo Finland shall not have any liability whatsoever. For a qualified Entry, you must submit all the information required on the Challenge website. To qualify for a prize, all Entry materials, including supporting documentation, must be in the English language.

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 Microsoft Mobile Oy, Espoo Finland; (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 Microsoft Mobile Oy, Espoo Finland from any claims to the contrary.

Challenge Judging and Prizes

The wiki competition will be broken into three segments. Judging of Entry submissions will begin as soon as each segment of the Challenge Period ends.

- **18th June (Monday)**. First segment ends (+3 weeks).
- **30th June (Monday)**. Second segment ends (+1.5 weeks)
- **14th July (Monday)**. Final segment ends (+2 weeks)

We will announce segment winners within the week following the end of each segment. There will be one winner per category per segment. The panel of judges consists of representatives of Microsoft Mobile Oy, Espoo Finland or other people designated by Microsoft Mobile Oy, Espoo Finland. 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 Challenge website. At the end of the last segment, the top winning article in each category will be submitted to popular vote via Twitter. This will work as follows: Microsoft Mobile Oy, Espoo Finland will create one unique Tweet for each of the nine winning articles, and will mention the article's author in the Tweet. The article's author is then responsible for convincing people in his/her network to Retweet and Favorite the original post. 48 hours after Microsoft Mobile Oy, Espoo Finland sends the original Tweet, the number of Retweets and Favorites for each article will be counted and totaled. Each Retweet and each Favorite qualifies as one point. The author of the article with the most Twitter points will win the grand prize. In the event of a tie, the winner will be the author who received the most "Favorites." If a tie still remains, a judge will select the winner based on the quality of the article. Contestants must have a Twitter account to compete for the Grand Prize. Microsoft Mobile Oy, Espoo Finland 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 Challenge, Microsoft Mobile Oy, Espoo Finland specifically reserves the right, exercisable at its sole election, to screen any and all Entries and to disqualify from prize consideration any Entries that Microsoft Mobile Oy, Espoo Finland determines, in its sole discretion, to be inappropriate, obscene, not in keeping with Microsoft Mobile Oy, Espoo Finland's image or

that otherwise do not comply with these Challenge Terms. The nine (9) best article Entries (the top three (3) in each category) will be selected from among all qualified article Entries pursuant to the rules herein. The creators of the three best custom effects submitted in each of the C# and C++ categories will receive an additional [400 DVLUP Points and XP](#). The creator of the three best filter recipes that combine existing filters to create a new effect will receive an additional [200 DVLUP Points and XP](#). The author of the most popular article in each category, as decided by Twitter vote, will win a grand prize of a [Nokia Lumia 630](#). The approximate retail value ("ARV") of 400 DVLUP Points and XP is \$40 USD. The approximate retail value ("ARV") of 200 DVLUP Points and XP is \$20 USD. The approximate retail value of the Nokia Lumia 630 is \$160 USD. Actual value of the prizes 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 may be required to sign and return a release before awarding of any prize. Winner must accept prizes as specified by Microsoft Mobile Oy, Espoo Finland or prizes may be forfeited. Prizes cannot be assigned, transferred, redeemed for cash, or substituted except by Microsoft Mobile Oy, Espoo Finland 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. There is no substitute available for DVLUP Points and XPs if you do not register with DVLUP, or DVLUP is not available as a program in your country of residence. PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED BY THE RELEASED PARTIES. ALL PRIZE DETAILS ARE AT MICROSOFT MOBILE OY, ESPOO, FINLAND'S SOLE DISCRETION.

Prize Awarding and Taxes

Prizes will only be awarded upon a potential winner's verification of eligibility and compliance with these Challenge Terms, any other country specific legislation based on winner's domicile, and final approval by Microsoft Mobile Oy, Espoo Finland. If a potential winner cannot be contacted, is ineligible, fails to respond in a timely manner, if notification is returned undeliverable, or if a potential attendee otherwise fails to fully comply with these Challenge Terms, he/she will forfeit the potential prize and, at Microsoft Mobile Oy, Espoo Finland'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 Microsoft Mobile Oy, Espoo Finland 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 Challenge, and for marketing and promotional purposes only (e.g., to advertise, display or otherwise promote Microsoft Mobile Oy, Espoo Finland'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-Challenge related purposes. Microsoft Mobile Oy, Espoo Finland 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.

Disqualification from the Challenge

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 Challenge, as solely determined by the judges, will be disqualified and all associated entries will be void. If disqualified for any of the above abuses, Microsoft Mobile Oy, Espoo Finland reserves the right to terminate your eligibility to participate in the Challenge. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be in violation of criminal and civil law, and, should such an attempt be made, Microsoft Mobile Oy, Espoo Finland 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. Microsoft Mobile Oy, Espoo Finland reserves the right to terminate, cancel, suspend and/or modify the Challenge (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 Challenge, as determined by Microsoft Mobile Oy, Espoo Finland in its sole discretion. In such event, Microsoft Mobile Oy, Espoo Finland 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.

Assignment

Microsoft Mobile Oy, Espoo Finland may assign its rights and obligations under these Challenge Terms to any Microsoft Mobile Oy, Espoo Finland corporate parent, subsidiary or company under common control with Microsoft Mobile Oy, Espoo Finland. Additionally, Microsoft Mobile Oy, Espoo Finland may assign its rights and obligations under these Challenge Terms to a third party in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Release of Liability; Disclaimer of Warranty; Forum Selection Clause

By participating in the Challenge, 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 Challenge, or possession, acceptance and/or use or misuse of the prize or participation in any Challenge-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 Microsoft Mobile Oy, Espoo Finland 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 Microsoft Mobile Oy, Espoo Finland in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of 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 Challenge (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.

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 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 Challenge; typographical, printing or other errors in these Challenge Terms, in any Challenge related advertisements or other materials; the administration of the Challenge, the judging of entries, the announcement of the prizes; or any problems related to the administration of the Challenge. This Challenge is conducted in English (which will be given its everyday ordinary meaning). Where Microsoft Mobile Oy, Espoo Finland has provided a translation of the English language version of the Challenge website, then you agree that the translation is provided for your convenience only and that the English language version of the website alongside these Challenge 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.

Copy of Challenge Terms/Names of the Winner(s)/Sponsor

For a copy of the Challenge Terms or the names of the winners, send a self-addressed stamped envelope to: Microsoft Mobile Oy, Espoo Finland, Nokia X Wiki Challenge 2014Q1, Keilalahdentie 2-4, P.O. Box 100, FIN-00045 Nokia Group, Finland; please specify "Nokia X Wiki Challenge 2014Q1 Winners Announcement" or "Nokia X Wiki Challenge 2014Q1 Terms Request" in your correspondence. Sponsor of the Nokia X Wiki Challenge 2014Q1: Microsoft Mobile Oy, Espoo Finland, Keilalahdentie 2-4, P.O. Box 100, FIN-00045 Nokia Group, Finland.

