

Nokia X Wiki Challenge 2014Q1 Terms and Conditions

This article provides the terms and conditions for the [Nokia X Wiki Challenge 2014Q1](#).

Acceptance

These terms for the Nokia X Wiki Challenge 2014Q1 ("Challenge Terms") are additional terms and conditions to [Nokia Developer service terms and Privacy Policy](#) (collectively "Terms") and govern your participation in the Nokia X Wiki Challenge 2014Q1 ("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 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 Challenge.

Challenge

The Challenge is designed to motivate and reward Nokia developers who create a great tutorial, guide, or article with code that shows how to use Nokia X software platform 1.0 in Nokia X in useful, imaginative, and innovative ways. You acknowledge and agree that the Challenge 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. In addition, the authors of all qualifying entries (as defined in the instructions on the Challenge website) will receive 200 DVLUP XP. 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 April 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 Nokia 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, Nokia 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 Nokia 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 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 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 XP rewarded for a qualifying entry. 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 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 publish a tutorial, guide, or article with code at developer.nokia.com during the Challenge Period that shows how to use the Nokia X software platform 1.0 in Nokia X in useful, imaginative, and innovative ways. The Challenge judges will then select the five Entrants who submitted the best article Entries during the Challenge Period. Entrants may only win one prize during the Challenge. Entrants must follow the instructions on the Challenge website, and comply with any posted guidelines that apply when participating in the Challenge. 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 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 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.

Challenge Judging and Prizes

Judging of Entry submissions will begin as soon as the Challenge Period ends. Winners will be announced on or around 5 May 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 Challenge 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 Challenge, 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 Challenge Terms. The five (5) best article Entries will be selected from among all qualified article Entries pursuant to the rules herein, and each will be awarded a Nokia X device (color to be selected by Nokia in its sole discretion). In addition, the first place winner will receive 500 DVLUP XP, the second place winner will receive 400 DVLUP XP, and the third place winner will receive 300 DVLUP XP. You must be registered with DVLUP in order to use the DVLUP XPs. Countries where DVLUP is available can be found [here](#). The approximate retail value ("ARV") of each Nokia X is \$100 USD. Actual value of the device 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. There is no substitute available for DVLUP 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 NOKIA'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 Nokia. 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 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 Challenge, 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-Challenge 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.

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, Nokia 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, 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 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 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.

Assignment

Nokia may assign its rights and obligations under these Challenge Terms to any Nokia corporate parent, subsidiary or company under common control with Nokia. Additionally, Nokia 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 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 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 Nokia 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: Nokia, 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: Nokia Corporation, Keilalahdentie 2-4, P.O. Box 100, FIN-00045 Nokia Group, Finland.