2024 Microsoft Partner of the Year Awards Rules & Regulations

PLEASE NOTE: It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions (including but not limited to the 2024 Microsoft Partner of the Year Awards program contest promotion (the "Contest")). If you are participating in any activities related to the Contest violation of your employer's policies, you may be disqualified from entering or receiving awards. Microsoft disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this matter, and awards will only be awarded in compliance with the employer's policies.

GOVERNMENT EMPLOYEES: Microsoft is committed to complying with government gift and ethics rules and therefore government employees are not eligible to participate in [the Activities/Partner of the Year Awards] without advance written approval from Microsoft. Microsoft will consider entries from government and state-owned entities enrolled in the Microsoft Al Cloud Partner Program on a case-by-case basis, provided an authorized representative from said entity(ies) must send an email to potyasup@microsoft.com.

This Contest is hosted in the United States, and entry information is collected on computers [located] in the United States. This Contest will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Contest.

If you do not agree with this provision and these official rules, please do not enter this Contest.

COMMON TERMS USED IN THESE RULES:

These are the official rules that govern how the Contest will operate.

In these rules, "we," "our," and "us" refer to Microsoft Corporation, the sponsor of this Contest. "You" and "Company" refers to an eligible Contest entrant.

CONTEST DESCRIPTION:

The object of this Contest is to recognize a solution(s) that Microsoft determines (in our sole discretion) (i) has the most successful implementation; and (ii) drives significant impact. For purposes of this Contest, "solution" means a product application or implementation of an application or service that: (i) uses the most recent versions of Microsoft technologies; and (ii) alleviates a customer concern or solves a related business problem.

Partners will be asked to describe their successful implementation of a solution for a specific customer and show how the solution added business value. For purposes of this Contest, each "solution" you create will be considered an "entry". All eligible entries received will be assessed to determine the winner(s) of the award(s) described below.

NOTE: If any customer has any proprietary rights in and to the solution you submit, as a condition of being named a winner in this Contest, that customer must be willing and able to grant to you and Microsoft the right and permission to feature and otherwise describe the solution in a case study and to use the case study for promotional, editorial, demonstration or any other related purposes. If such customer is not willing to and/or is unable to grant such permission, then you may not enter the solution in this Contest and the entry for such solution will be deemed ineligible for the Contest.

WHAT ARE THE START AND END DATES?

We will begin accepting entries via the submission process described herein for the Contest beginning February 7, 2024 at 10:00 A.M. Pacific time, and cease accepting entries for the Contest on April 3, 2024 at 6:00 P.M. Pacific time ("entry period"). Please note that the date and times are subject to change, and any updates will be communicated accordingly.

AM I ELIGIBLE TO ENTER THE CONTEST?

You are eligible to enter this Contest if you meet the following requirements during the entry period:

- **You are** a company actively enrolled in the Microsoft Al Cloud Partner Program, or as it was previously known, the Microsoft Partner Network (MPN) with a valid PartnerID; **and**
- You are a company in good standing with us; and
- You are a company that has achieved at least one of the following criteria unless otherwise noted within the specific award guidelines:
 - Attained at least one <u>Solutions Partner designation</u> (Business Applications, Data & AI (Azure), Infrastructure (Azure), Digital & App Innovation (Azure), Modern Work, Security) by January 30, 2024, or
 - Participating in the ISV Success Program OR have a public or private offer deployed to the AppSource/Azure Marketplace; and
 - Participants must be 18 years of age or older. Minors are not eligible to make submissions, and by submitting an entry for the Contest, the participant confirms they are not a minor. Entries submitted by minors are ineligible for the Contest.
- You are NOT a resident of any of the following countries: Belarus, Cuba, Iran, North Korea, Russia, Sudan, and Syria; and
 - PLEASE NOTE: U.S. export regulations prohibit the export of goods and services to Cuba, Iran, North Korea, Sudan and Syria. Therefore, residents of these countries / regions are not eligible to participate.
- You are NOT an employee of Microsoft Corporation or an employee of a Microsoft subsidiary; and
- You are NOT involved in any part of the administration and execution of this Contest; and
- You are NOT an immediate family (parent, sibling, spouse, or child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Contest.

This Contest is void outside the geographic area described above and wherever else prohibited by law.

WHAT CONSTITUTES AN ELIGIBLE ENTRY?

To be eligible for the Contest an entry must meet the following content / technical requirements:

- Submit entries using the 2024 Microsoft Partner of the Year Award submission application tool.
- Submit entries in the US English language [Please note that the solution may be developed in any language but the entry itself must be submitted in the US English language].
- Solution must have at least one commercial customer and the solution must have demonstrated market success/growth within the most recent 12 consecutive months.
- Solution must be developed using Microsoft software and/or hardware.

While some of the Contest award categories are open to all entrants without restriction, many category awards may include more strict entry requirements, including the earning of pre-requisite Microsoft Solutions Partner designations. A small set of awards have exceptions to the general eligibility requirements and will allow an entry based on unique criteria for that industry or field. Entrants can view complete awards descriptions and eligibility criteria as set forth in the relevant Awards Guidelines. Answers provided in the Contest submission application tool remain confidential and are not made public without your consent.

In addition:

- your entry must be submitted by an authorized employee or agent of the partner; and
- you must have obtained any and all consents, approvals or licenses required for you to submit your entry; and
- your entry must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names, images or any other proprietary rights or intellectual property without their express written consent.

Entries may NOT contain, as determined by us, in our sole and absolute discretion, any content that:

- is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
- is obscene or offensive;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law and/or regulation.

We reserve the right to reject any entry that, in our sole and absolute discretion, we determine does not meet any of the criteria described in these rules and regulations.

HOW WILL MY ENTRY POTENTIALLY BE USED?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you:

- are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest; and (ii) feature your company, employees, entry and all content in connection with marketing, sale, or promotion activities (including but not limited to internal and external meetings, conference presentations, tradeshows, marketing and advertising materials, and screen shots in press releases) in all media (now known or later developed). We may contact you for additional permissions related to your entry if you have opted In (during the submission process) to hear more about inclusion of your entry and all its content in other Microsoft led activities.
 - agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
 - understand and acknowledge that Microsoft may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;
 - understand that we cannot control the incoming information you will disclose to our representatives in the
 course of entering, or what our representatives will remember about your entry. You also understand that we
 will not restrict work assignments of representatives who have had access to your entry. By entering this
 Contest, you agree that use of information in our representatives' unaided memories in the development or
 deployment of our products or services does not create liability for us under this agreement or copyright or
 trade secret law;

- understand that you will not receive any compensation or credit for use of your entry, other than what is described in these official rules; and
- understand and acknowledge that by submitting a nomination for the Microsoft Partner of the Year Awards program, this nomination may also be eligible for other awards facilitated by local country or region Microsoft programs. The Microsoft Partner of the Year Awards program is not affiliated with or responsible for local Microsoft country or regional award programs.

Please note that following the end of this Contest, the details of your entry may be posted on a website for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

If you do not want to grant us these rights to your entry, please do not enter this Contest.

HOW DO I ENTER?

In order to participate in this Contest, you must go to the Contest web site at https://aka.ms/POTYA and complete and submit the online entry form, including submission of your entry, as instructed.

You may submit more than one entry in any category, and you may be chosen as a finalist and/or winner in more than one category.

We are not responsible for entries that (I) are ineligible; (ii) we do not receive for any reason, and/or (iii) we receive but are not decipherable for any reason.

We will automatically disqualify:

- Any incomplete or illegible entry; and
- Any entries that we receive from you that are in excess of the entry limit described above.

FINALIST AND WINNER DETERMINATION AND AWARDS

On or around the close of the entry period, a panel of judges will review all eligible entries received and select up to three runner-up finalists for global awards and one winner for each of the Contest awards. See 2024 Microsoft Partner of the Year Awards guidelines document posted on https://aka.ms/POTYA. Finalists and winners will be contacted in June 2024 via the e-mail address, phone number, or mailing address (if any) provided at time of entry and must agree at that time to participate in the awards program. We will make three (3) attempts to contact each finalist and winner to confirm their participation. If we are unable to make contact in three (3) attempts or you fail to agree to participate, we will notify the next runner-up finalist and give that company the opportunity to verify their participation. PLEASE NOTE that agreeing to participate as a finalist or winner does not mean that you are required to attend the Microsoft Inspire conference in person.

Finalists, winners, and their guests who choose to attend the Microsoft Inspire conference in person are responsible for all registration, travel and personal expenses associated with attending the event.

CONTEST AWARDS

The 2024 Microsoft Partner of the Year Awards are:

Global awards:

One (1) winner and award will be named for each of the awards.

Up to three (3) runner-up finalists will be named for each of the global awards (excluding country/region partner of the year).

Azure awards

- Analytics
- Building with Al
- Migration to Azure
- Modernizing Applications
- OSS on Azure
- SAP RISE on Microsoft Cloud

Business Applications awards

- Dynamics 365 Business Central
- Dynamics 365 Finance
- Dynamics 365 Sales & Customer Insights
- Dynamics 365 Service
- Dynamics 365 Supply Chain
- Intelligent Automation
- Low Code Application Development

Modern Work awards

- Apps & Solutions for Microsoft Teams
- Converged Communications
- Employee Experience
- Modern Workplace for Frontline Workers
- Project & Portfolio Management
- Secure Productivity
- Surface Reseller

Security awards

- Compliance
- Identity
- Modern Endpoint Management
- Security

Industry awards

- Defense & Intelligence
- Education
- Energy & Resources
- Financial Services
- Gaming
- Government
- Healthcare & Life Sciences
- Manufacturing
- Media and Telco
- Mobility

- Nonprofit
- Retail & Consumer Goods

Partner Innovation Awards

- Communication & Hybrid Cloud Provider
- Device
- Distributor award
- Global Advisory
- Global ISV
- Global System Integrator
- GSI Growth Champion
- ISV Innovation
- Microsoft for Startups
- Scale Solutions (LSP)
- SMC-SI Empowering Customer Innovation
- Training Services

Business Transformation awards

- Al Innovation
- Commercial Marketplace
- Copilot

Social Impact awards

- Community Response
- Inclusion Changemaker
- Sustainability Changemaker

Country/Region partner of the year awards

One (1) winner and award will be named for each participating country or region.

2024 Microsoft Partner of the Year Award benefits:

- Customized logos that allow you to showcase your company as an esteemed Microsoft partner.
- Custom public relations templates to help promote your award status (for both winners and finalists).
- Recognition collateral to help celebrate your success.
- Winners celebrated around Microsoft Inspire.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?

By clicking the "Accept Rules" button in the 2024 Microsoft Partner of the Year Awards tool submission process for submitting an entry, you hereby acknowledge and agree:

- To abide by these official rules; and
- To release and hold harmless Microsoft and its respective parents, subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest, or any prize won; and
- That Microsoft's decisions will be final and binding on all matters related to this Contest; and
- That Microsoft may use your proper name and state/country of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.
- Finalists should be prepared to provide additional materials required for editorial or promotional purposes and to help promote the 2024 Microsoft Partner of the Year Awards program. Additional materials may include, but are not limited to, screen images, photographs of the development team, company logo (both on disk and a high-resolution printout), and video source.

WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINISTRATED?

This Contest will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Contest.

Waiver and Release

Microsoft Corporation and its affiliates ("Microsoft") reserve the right, at Microsoft's sole discretion, to engage in activities with Company (including Company's employees and agents, collectively and individually referred to as "Company") relating to Company's entry and participation in Microsoft Partner of the Year Awards. By submitting an entry for the Contest, Company agrees to the terms of this section and the submitting party represents that you are authorized to consent on the Company's behalf.

- 1. Company agrees that Company's name, logos, trademarks, information, likeness, testimony, video, and images may be used, as set forth in Section 2 below, in the activities that are marked with an 'X' below:
 - **X** Written case study a document/story describing your or your company's experience with use of Microsoft technologies
 - **X** Video case study a video version of the case study describing your or company's experience with use of Microsoft technologies
 - **X** Press release issued to press and media in order to make a newsworthy announcement relating to your experience with use of Microsoft technologies
 - X Testimonial advertisement an advertisement describing your experience with use of Microsoft technologies
 - X Blogs
 - **X** Microsoft marketing and promotional materials and communications.
- 2. The following terms apply to all the activities listed in Section 1 above:
 - a. Microsoft may interview, tape, videotape, and record Company to gather information in creation of the activities described above.
 - b. Microsoft may display Company's name, company trademarks, service marks, logos, and other identifying information in the documentation in relation to the activities described above.
 - c. Prior to the first public release of any form of documentation, Microsoft will obtain Company approval of final content, which shall not be unreasonably withheld by Company and provided in the timeframe requested by Microsoft. Company agrees to review the final content for factual accuracy and to prevent the inadvertent release of any of Company's confidential information. Company agrees to provide Microsoft with any approval or comments in writing.
 - d. Except for any of Company trademarks, service marks, logos, and other Company created-identifying information, Microsoft will own the documentation, and grants Company a license to use and distribute the documentation for

Company's own advertising and marketing efforts; provided Company obtains written pre-approval from Microsoft before any such use or distribution.

- e. Company will obtain the permissions of any employees or third-party persons or properties that may appear in the documentation for use of the documentation as described herein.
- f. Microsoft may contact Company for additional permissions related to the Contest.

Both Company and Microsoft will have the perpetual, irrevocable right to publish, use, reference, and display final, mutually pre-approved documentation, in whole or through unedited excerpts, in all forms of media now or hereafter known, and to sublicense the foregoing rights to third parties.

Both Company and Microsoft agree that content that is pre-approved will not subsequently be altered without prior written consent from both parties. Both parties also agree to stop distributing, publicly referencing, and displaying the documentation at any time upon written request from the other party. Company's agreement to participate in the Contest or the activities described in this section does not obligate Microsoft to create any materials or to offer any activities to Company.

Each party agrees to release the other party and its contractors, agents, and employees, from any claims relating to use of the material that the releasing party provides and which is included in the documentation, so long as such use is in accordance with the rights granted under this release. There will be no compensation for any use of the documentation. Unless otherwise agreed to in writing by the parties, this release will apply to all occurrences of the activities described in this section.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS PLANNED?

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contests, so please play fairly.

HOW CAN I FIND OUT WHO WON?

Entrants can find out who won by visiting https://aka.ms/POTYA where the names of the Contest winners will remain posted for 12 months after the official public announcement in July 2024.

WHO IS SPONSORING THIS CONTEST?

Microsoft Corporation One Microsoft Way Redmond, WA 98052 USA

Questions? Please email the <u>2024 Microsoft Partner of the Year Awards support team</u>. Please allow two (2) business days for a response.