

### Eligibility

1. This promotion is open to residents of the UK who are aged sixteen years or older at the time that they make a Qualifying Purchase (defined below), excluding employees of Microsoft Limited or its affiliates, subsidiaries, advertising or promotion agencies, and excluding members of these employees' families (defined as parents, children, siblings, spouse and life partners) and anyone professionally connected with this promotion ("**Eligible Participant**").

### Promotor

2. The promoter is Microsoft Limited, whose registered address is at Microsoft Campus, Thames Valley Park, Reading, Berkshire RG6 1WG ("Microsoft"). In the event of any queries, please call our helpline on 0844 409 6620.

### How to Participate

3. To enter this promotion you must be an Eligible Participant who has made an original purchase of a Lumia 635 or a Microsoft Lumia 535, on a Pay as You Go (PAYG) contract directly from participating O2 retailers between 00.00 GMT on 30<sup>th</sup> July 2015 and 23.59 GMT on 29<sup>th</sup> August 2015 ("**Qualifying Purchase**"). Microsoft reserves the right to exclude Lumia 535 or 635's originally supplied outside the UK.

4. If you have made a Qualifying Purchase you can claim your gift of one Coloud Bang wireless speaker in green (details of which can be found here: <http://www.microsoft.com/en-gb/mobile/accessory/md-1c/>) and one voucher code for £30 to spend on Windows Phone apps ("**Gift**") subject to availability and these Terms and Conditions.

5. You must claim your Gift between 00.00 GMT on 14th August 2015 until 23.59 GMT on 18<sup>th</sup> September 2015, in accordance with Clause 6 below. You will not be eligible to receive a Gift if you claim after 18<sup>th</sup> September 2015

6. **To claim your Gift you must turn on the Lumia 635 or Microsoft Lumia 535 phone which qualifies as a Qualifying Purchase and then wait at least 14 days before visiting [microsoft.com/mobile/O2summerbundle](http://microsoft.com/mobile/O2summerbundle). You must then complete an online form providing your name, address, email address, the date of your Qualifying Purchase and the IMEI number of the phone. The IMEI number can be found on the side of your phone box or by entering \*#06# into your phone. Personal data which you provide when you enter this promotion may be used for future Microsoft marketing activity in accordance with Microsoft's Privacy Statement if you indicate your consent on the online form. Otherwise your personal data will be used by Microsoft and agents and suppliers acting on Microsoft's behalf only for the purposes of this promotion in accordance with Microsoft's Privacy Statement. Microsoft's Privacy Statement can be found here <http://www.microsoft.com/privacystatement/en-gb/core/default.aspx>**

7. Eligible Participants are only eligible to receive one Gift per Lumia 635 or Microsoft Lumia 535 purchased in accordance with Clause 3 above, **whilst supplies last**.

8. There are no cash or other alternative gifts available, except that in the event of circumstances outside of Microsoft's control, Microsoft reserves the right to substitute an alternative gift of equal or greater value to the Gift or to terminate this promotion when supplies are no longer available.

9. Microsoft accepts no responsibility for entries that are misdirected, lost, delayed, damaged or corrupted during delivery to or from Microsoft due to any computer malfunction, virus, bug, delay or other reason whatsoever.

### **Delivery of the Gift**

10. Microsoft will send the wireless speaker by post and the £30 voucher code by email to the postal address and email address you provided, within 30 days of a valid online claim for the Gift. Only applications for Gifts that adhere fully to these Terms and Conditions are valid. Please note that in the event of unexpectedly high demand there might be a delay with the delivery of your Gift.

### **11. To redeem your voucher:**

**\* On your Windows 8.1 PC or tablet: On Start screen tap Store. Swipe from top or right-click, tap "Your account" and enter code.**

**\* On your Windows Phone 8: Launch Wallet app from app list and tap + button. Select Microsoft gift card and enter code.**

**\* On your browser: Go to <https://commerce.microsoft.com> and sign in to your Microsoft account. Tap Redeem Code and enter code.**

Not redeemable on earlier versions of Windows and Windows Phone. Windows 8 users: Update to Windows 8.1 for free through the Windows Store. The full code value will be applied to your Microsoft account and may be used for eligible purchases (exclusions apply) made directly at select Microsoft online stores. Geography limitations and balance restrictions apply. Eligible purchases and prices may vary by region, device, and over time. NO EXPIRATION DATE OR SERVICE FEES. Taxes may apply. Internet access (connect time charges may apply) and a UK Microsoft account are required. Paid subscriptions required for some content. Except as required by law, codes cannot be redeemed or exchanged for cash and are not reloadable or refundable. Microsoft is not responsible if your code is lost, stolen, destroyed, or used without permission. Subject to full terms and conditions and country restrictions at [www.microsoft.com/en-GB/giftcard](http://www.microsoft.com/en-GB/giftcard) which may change without notice. Void where prohibited or restricted by law. Codes issued by and ©/™/® Microsoft Corp., a Washington Corporation, and/or its affiliates. Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399 USA

12. Microsoft reserves the right to verify all claims for a Gift with O2 in order to determine if a Qualifying Purchase has been made. Microsoft reserves the right to refuse to award the Gift and/or refuse your further participation in this promotion and disqualify you from this promotion where there are reasonable grounds to believe that you have breached these Terms and Conditions. **Changes to and withdrawal of the Promotion**

13. **Microsoft reserves the right to amend or withdraw this at any time, without prior notice or compensation in the event of circumstances outside of Microsoft's reasonable control and only where circumstances make this unavoidable.**

**Governing Law and Disputes**

14. The laws of England and Wales shall apply to this promotion and these Terms and Conditions.

15. In the unlikely event of a dispute in connection with this promotion, Microsoft's decision shall be final.

**Limitation of Microsoft's Liability**

16. By participating in this promotion you agree that Microsoft will have no liability whatsoever for any costs, damage, disappointment or losses of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of the Gift, or from participation in this promotion. Nothing in these Terms and Conditions shall limit Microsoft's liability in respect of death or personal injury arising out of its own negligence or liability arising out of Microsoft's fraud.

17. Microsoft cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

**Acceptance of these Terms and Conditions and Privacy Policy**

**18. By participating in this Promotion you are fully accepting these Terms and Conditions and Microsoft's Privacy Statement which can be found here:**

***<http://www.microsoft.com/privacystatement/en-gb/core/default.aspx>. Microsoft Privacy Statement shall govern and apply to any data you submit whilst participating in this promotion.***