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Softpedia Giveaway - Bitdefender Internet Security 2016

CONTEST TERMS SHEET & CONTEST TERMS AND CONDITIONS

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**"Softpedia Giveaway - Bitdefender Internet Security 2016"
CONTEST TERMS SHEET**

The "Softpedia Giveaway - Bitdefender Internet Security 2016" contest, hereinafter referred to as the "Contest", is offered by BITDEFENDER SRL, with the registered office having the address 24 Delea Veche St., Offices Building A, floor 7, district 2, registered in Bucharest town, under registration number J40/20427/06.12.2005, fiscal code RO 18189442, legally represented by Florin Talpes, as legal representative, hereinafter referred to as the "Bitdefender"

A.1. CONTEST PERIOD

The period when the Contest will take place ("Contest Period") is between 24.09.2015, 00:00 (GMT +2) and 28.09.2015, 00:00(GMT +2).

A.2. Territory:

Worldwide

A.3. ENTRY. For the registration in the Contest, the participants must follow the next steps:

1. Users must enter <http://www.bitdefender.com/media/html/spread/2016/is-softpedia/>
2. User must redeem a 6 months free Bitdefender Internet Security 2016 subscription
3. Users must activate their subscription of Bitdefender Internet Security 2016 from the landing page mentioned above

A.4. CONTEST MECHANISM AND WINNER SELECTION

Bitdefender will randomly pick the winners from all users with an active subscription according to the terms of this contest, using random.org:

1. First user randomly picked will be the winner of the big prize, 1 x Asus Transformer Book Flip TP300LD-C4101H;
2. The next 3 users randomly picked will be the winners of Bitdefender Internet Security 2016 1-year subscription;
3. The winners will be contacted by email. If a winner doesn't reply the email within 72 hours, a new winner will be picked instead.

The drawing will be held on **October 2, 2015** (GMT +2).

The winners will be announced on Softpedia's page announcing the giveaway on October 9, 2015.

A.5. PRIZE INFORMATION

The prize is:

- 1 x Asus Transformer Book Flip TP300LD-C4101H valued at aprox. 900 euro for 1 winner
- 3 x Bitdefender Internet Security 2016 1-year subscription for the other 3 winners, valued at \$119.95 each

Prizes cannot be exchanged or redeemed for cash



The present Contest Terms Sheet is governed by the provisions of the Contest's Terms and Conditions which is available, free of charge, to any applicant (and/or participant) on the Contest's landing page at [Softpedia.com](https://softpedia.com) and at the headquarters of **BITDEFENDER**.

If the Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on Bitdefender's Contest landing page.

BITDEFENDER

FLORIN TALPES

Legal representative

A handwritten signature in black ink, appearing to read "Florin Talpes", is written over a vertical line.





CONTEST GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY

The contest referred to herein ("Contest") is offered by **BITDEFENDER (hereinafter referred to as "Bitdefender")** to residents of countries where such contests are allowed by the laws of those countries. By entering the Contest, you accept sole responsibility for determining whether your participation is legal in any jurisdiction that applies to you. To be eligible to participate at the Contest, the participants ("Participants") must be of the age of majority in their jurisdiction of residence and must have an active email account and Internet access at the time of entry. Employees and directors of Bitdefender, its advertising and promotion agencies, the Contest judges and its legal advisors, and the immediate family (parent, child, sibling and spouse of each) or members of the households of such employees and directors (those who have lived in the same household for at least three of the 12 months preceding the applicable Contest Period) are not eligible. By entering, you agree to these "**CONTEST GENERAL TERMS AND CONDITIONS**" and that the decisions of Bitdefender are final and binding in all respects.

Void where prohibited or restricted by law.

2. CONTEST PERIOD

Bitdefender may have multiple Contests running simultaneously. Each Contest has an individual begin and end time, which will be shown on each Contest's separate page.

3. ENTRY

Entrants shall provide full name, email address, and any other requested fields, and follow the other instructions given by Bitdefender. Participants may not enter with multiple emails and/or multiple identities nor may entrants use any automated entry mechanism or artifice to obtain more than the maximum number of entries. Any entrant who attempts to participate with multiple emails and/or multiple identities or uses any device or artifice to obtain more than the maximum number of entries will be disqualified.

Bitdefender will notify the winners via email on its websites.

In order to receive the prize, the winner must respond to the email sent by Bitdefender with the details. If the winner of the Main Prize does not respond within 3 days of receipt of the e-mail from Bitdefender, a new drawing will be held in order to validate another winner. Confirmation of receipt of the prize will be considered the delivery confirmation given by courier.

4. GENERAL CONDITIONS

Bitdefender reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or the Website; to be in violation of the User Agreement of the Website; to be acting in violation of these Official Rules; to be acting in a unethical or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, as determined by Bitdefender at its sole discretion.

Any use of cartel, robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified.

If for any reason this Contest is not capable of being conducted as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Bitdefender, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Bitdefender reserves the right to cancel, terminate, modify or suspend the Contest. If the Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on Bitdefender's Contest landing page.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF



CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, BITDEFENDER RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM THOSE RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

5. LIMITATIONS OF LIABILITY

BITDEFENDER IS NOT RESPONSIBLE FOR LATE, LOST, ILLEGIBLE, MISDIRECTED ENTRIES, AND BITDEFENDER DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ITS WEBSITES. BITDEFENDER IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR TELEPHONE LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL OR ENTRY TO BE RECEIVED BY BITDEFENDER ON ACCOUNT OF TECHNICAL PROBLEMS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF.

BITDEFENDER IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CAPTURE OF INFORMATION OR THE FAILURE TO CAPTURE SUCH INFORMATION, WHETHER CAUSED BY WEBSITE USERS, TAMPERING OR HACKING, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST. BITDEFENDER IS NOT RESPONSIBLE FOR INJURY OR DAMAGE TO PARTICIPANTS' OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING IN THIS CONTEST OR DOWNLOADING MATERIALS FROM OR USE OF THE WEBSITE.

IN NO EVENT WILL BITDEFENDER, ITS DISTRIBUTORS, AFFILIATES, SUBSIDIARIES, VENDORS, ADVERTISING AGENCIES AND CONTEST AGENCIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS CONTEST, ACCESS TO AND USE OF THE WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND IN THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

6. LAWS, JURISDICTION AND DISPUTES

The present Terms and Conditions are governed by the applicable laws and venue from Bitdefender's headquarter. In case any of the clauses will be declared void, the other clauses won't be affected and will continue to be valid and applicable within the limits of the Law.

In the event of a dispute as to the identity of any winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "**Authorized account holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or



other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e- mail addresses for the domain associated with the submitted e-mail address.

7. ALTERNATIVES OF THE PRIZES

The winner may not opt for receiving the value of the prize in cash or other objects, nor may he/she request changes to the technical characteristics of the prize.

The prize awarded, as established on the website, will be handed out together with a delivery - receipt protocol, in the presence of a lawyer or notary, as the case may be.

8. TAXES AND DUTIES

Bitdefender of the campaign is not responsible for payment of the duties, taxes or other financial obligations related to the prizes awarded, which are in charge of the winning natural or legal persons.

9. TERMS AND CONDITIONS OF THE CONTEST

The Terms and Conditions for participation / progress is available, free of charge, to any applicant (and / or participant) on the Contest's landing page and at the headquarters of **BITDEFENDER**.

10. FORCE MAJEURE

Force Majeure means any event which cannot be controlled, corrected or foreseen by the Bitdefender, including the impossibility of the Bitdefender, for reasons beyond its control and the appearance of which makes the latter unable to meet the obligations undertaken by these Terms and Conditions.

If the above situation occurs or another force Majeure event occurs which prevents or delays totally or partially the implementation of the Terms and Conditions or the continuation of the contest, Bitdefender will be exonerated of the responsibility for meeting its obligations for the period in which this will fulfilment is prevented or delayed under law.

If Bitdefender invokes the force Majeure, it must notify the participants to the contest its existence, within 5 working days from the occurrence of the force majeure event. Force majeure event will be communicated on the website of Bitdefender.

11. CESSATION OF THE CONTEST

This contest may cease in case of occurrence of an event constituting force majeure or in case of modification of the legal framework so that the organization and carrying of the promotional lottery involves increase of the budget assigned to this project.

12. PROTECTION OF PERSONAL DATA

Participation in the campaign involves the participants express acceptance that their personal data to be stored and processed by Bitdefender for further potential notifications from it.

Bitdefender is obliged not to give personal data to third parties, except for the companies involved in the contest organization. Participants in the contest are guaranteed the rights stipulated by the Laws on the protection of individuals regarding the processing of personal data and free movement of such data, based on a written request of the participant, dated and signed, mailed to the Bitdefender address :

- The access right to data: any concerned person is entitled to obtain from the operator, upon request and free of charge to one request per year, the confirmation of the fact whether his/her personal data are processed by the operator or not;
- The right of intervention on the data: every concerned person is entitled to obtain from the operator, upon request and free of charge:



- a. As the case may be, correction, update, blocking or deletion of data the processing of which does not comply with the law, especially the incomplete or inaccurate data;
- b. As the case may be, transformation to anonymous data of the data the processing of which does not comply with the law;
- c. Notification to third parties to whom data have been disclosed, of any operation conducted under paragraph a) or b) unless such notification proves impossible or involves a disproportionate effort towards the legitimate interest that could be harmed;
 - Right of opposition: the concerned person has the right to oppose at any time, based on grounded and legitimate reasons relating to its particular case, that his/her data is processed, except for cases in which contrary legal provisions are in force.

In order to exercise the rights above mentioned, the concerned person may request it from the operator, through a written, dated and signed request.

The operator is required to notify the measures taken and, if necessary, the name of the third party to whom the personal data had been disclosed referring to the person concerned within 15 days from the receipt of the application. Bitdefender undertakes that, upon first communication in writing it might have with people in the so created database, it shall present the rights under the laws regarding personal data protection.

If the participants fail to request otherwise in writing, they agree to the collection and use of personal information by Bitdefender in the manner set out in the previous paragraph. Participants may withdraw, at any time, their consent for the use of their personal data or for receiving of any information or correspondence, through an application made in writing, sent to Bitdefender's address.

13. LEGAL BASIS

These Terms and Conditions is in accordance with the provisions of national laws on the marketing of goods and services, and the laws for the protection of persons concerning the processing of personal data and free circulation of such data.

Complaints with respect to the prizes won made after the signing of the delivery-receipt report of the awards will not be considered and will not be the liability of the Bitdefender.

If case of attempts or fraud of the system, abuse or acts of nature to affect the image of the Bitdefender, the latter reserves the right to take all necessary measures to remedy the situation occurred.

Bitdefender assumes no liability for any facts that determine the impossibility of validation of a winner and resumption of the extraction until the validation of another winner, such as the impossibility of notification in writing of the winner caused by the change of the e-mail address of the participant or non-receipt, by his/her failure to read the correspondence, etc.. Bitdefender shall take all measures necessary to carry out the competition in normal conditions as above, but it assumes no responsibility for any complaints, appeals of participants which do not cover breaches of the legal framework in force.