



**"Bitdefender Christmas Calendar"  
TERMS AND CONDITIONS**

**1. ELIGIBILITY**

The "Bitdefender Christmas Calendar" (the "Contest") is offered by BITDEFENDER SRL, with the registered office in Bucharest, 24 Delea Veche St., Offices Building A, floor 7, district 2, registered with the Bucharest Trade Register Office under no. J40/20427/06.12.2005, fiscal code: RO 18189442, represented by Mr. Florin Talpeş, as President, 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. Participants 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 "Official Rules" 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. The period when the Contest will take place is: 01.12.2013, 09:00 am - 25.12.2013, 11.59 pm (GMT +2:00).

**3. ENTRY**

For the registration in the Contest, the participant must create a free MyBitdefender account with a valid email address and a password by accessing the following website: [www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar). Participants who already have a MyBitdefender account can also join the Contest with their login credentials and must follow the Contest instructions.

Participants can also create a MyBitdefender account by accessing the following website: [www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar) using their Facebook, Google+ sau Live ID accounts.

Entrants 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.



#### 4. CONTEST MECHANISM

4.1. In order to register in the Contest, the participant needs to create a MyBitdefender account by accessing [www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar) or using their personal Facebook, Google+ or Live ID accounts or by accessing their already existing MyBitdefender account in any of the 24 days between the 1<sup>st</sup> and 24<sup>th</sup> of December 2013.

4.2. After creating and accessing the My Bitdefender account or accessing the already existing MyBitdefender account, a calendar will be displayed to the participant. The calendar contains 25 days between the 1<sup>st</sup> and 25<sup>th</sup> of December 2013 (the "Calendar"), each day being symbolized by a square pictogram and the 25<sup>th</sup> is marked special.

4.3. In order to participate to the final drawing at which participants can win the Main Prize, participants must access at least one pictogram corresponding the Calendar day in which it is accessed. Once clicked on the pictogram, a security tip will be shown to the participant. The security tip must be shared through the participant Facebook or Twitter account. The participant can access only once the pictogram corresponding the Calendar day it is accessed.

4.4. The actions mentioned above at section 4.3. are mandatory in order to be eligible for the final drawing for the Main Prize.

4.5. The participant will receive one point every time he follows the actions described above at section 4.3.

4.6. The following actions are optional and will be made by the participants who want to increase their chances at the final drawing. By following these optional actions the participants can win additional guaranteed prizes as follows:

1. The participant registered in the MyBitdefender account accesses one square pictogram corresponding the day in which it is accessed and shares the security tip on his Facebook or Twitter account. If the participant makes this action, at least 5 (five) times, he accumulates 5 (five) points and automatically wins a Bitdefender Mobile Security license for one user valid for 365 days. The participant can claim his prize immediately or can continue accessing the pictograms the following days in order to gain more points and claim a higher prize.

If the participant collects 5 (five) points and doesn't claim his prize immediately and is not collecting any other points in order to claim a higher prize, he can claim his prize until 31<sup>st</sup> of December 2013.

2. The participant registered in the MyBitdefender account accesses one pictogram corresponding the day in which it is accessed and shares the security tip on his Facebook or Twitter account. If the participant makes this action, at least 10 (ten times), he accumulates 10 (ten) points and automatically wins a Bitdefender Internet Security license for one user valid for 180 days. The participant can claim his prize immediately or can continue accessing the pictograms the following days in order to gain more points and claim also a higher prize.



If the participant collects 10 (ten) points and does not claim his prize immediately and is not collecting any other points in order to claim a higher prize, he can claim his prize until 31<sup>st</sup> of December 2013.

If the participant is not claiming the prize corresponding the 5 (five) points and decides to accumulate additional points reaching 10 (ten) points, he can claim the prize corresponding to 5 (five) points as well as the prize corresponding to 10 (ten) points. The two prizes (for 5 points or for 10 points) can be cumulated.

3. The participant registered in the MyBitdefender account accesses one pictogram corresponding the day in which it is accessed and shares the security tip on his Facebook or Twitter account. If the participant makes this action, at least 15 (fifteen) times, he accumulates 15 (fifteen) points and automatically wins a Bitdefender Total Security license for one user valid for 365 days.

If the participant collects 15 (fifteen) points and does not claim his prize immediately, he can claim his prize until 31<sup>st</sup> of December 2013.

If the participant is not claiming the prize corresponding the 5 (five) points or 10 (ten) points and decides to accumulate additional points reaching 15 (fifteen) points, he can claim the prize corresponding to 5 (five) points, the prize corresponding to 10 (ten) points as well as the prize corresponding to 15 (fifteen) points. The three prizes (for 5 points, for 10 points or for 15 points) can be cumulated.

The participant will be informed immediately about his points status and his winning chances.

If a participant collects points between 1 and 4, he cannot claim any prize described in the optional steps and corresponding to the optional actions but will be included in the final drawing for the Main Prize.

If a participant collects points between 6 and 9 or between 11 and 14, he cannot opt for a higher prize but can only claim a lower prize. (For instance: if a participant collects 7 (seven) points, he can claim the prize corresponding to the 5 (five) points until 31<sup>st</sup> of December 2013)

If a participant collects 20 (twenty) points, he can only claim the prizes corresponding to the 5 (five), 10 (ten) and 15 (fifteen) points.

Every point represents a chance in the final drawing for the Main Prize.

## 5. PRIZE INFORMATION

The Contest Prizes are the following:

1. Main Prize: One Smartphone LG Google Nexus 5 16GB LTE Black which will not exceed the amount of 470 EUR including VAT („Main Prize”).
2. Instant prizes for all participants who follow the instructions described above at section4:



- a) Bitdefender Mobile Security License for one user and valid for 365 days which will not exceed the amount of 7.95 EUR including VAT;
- b) Bitdefender Internet Security License for one user and valid for 180 days which will not exceed the amount of 59.95 EUR RON including VAT;
- c) Bitdefender Total Security License for one user and valid for 365 days which will not exceed the amount of 69.95 EUR including VAT.

## 6. WINNER SELECTION

The drawing will designate the winner of the Main Prize and will be held on 27.12.2013, 03:00 PM (GMT +2).

Bitdefender licenses described at section 5 from above are in electronic format (electronic key) and will be sent by Bitdefender to the winners via email to the email addresses used by participants at registration in the Contest.

The confirmation of reading the email by the participants will be considered proof of receipt of the licenses.

Bitdefender will notify the winner of the Main Prize via email sent to the email address used by the participant to register in the Contest. In order to receive the Main Prize, the winner must respond to the email sent by Bitdefender and send a mail address where Bitdefender can send the Main Prize.

If the winner of the Main Prize does not respond within 5 days of receipt of the email 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.

The drawing will be conducted using the platform <http://www.random.org/lists> where all data of the participants will be entered into the system.

Bitdefender will not disclose the terms of this Contest to any third party except for the provisions contained in the legislation in force.

The drawing will be filmed and will be conducted in the presence of a lawyer or notary, respectively.

## 7. MINORS OR PERSONS WITHOUT LEGAL CAPACITY

If a prize winner is minor (in his jurisdiction) or is a person with no legal capacity, he/she is entitled to receive the prize only through one of his/her parents or legal guardian. This implies also that the parent or the legal guardian give a declaration regarding the consent of the legal representative, if necessary by law. Bitdefender is absolved of any liability arising from the prize and the payment of any damages or claims of any kind related to the prize and to the minor participation at the Contest.

## 8. 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 website at [www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar).

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.

**This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Google+ or LiveID. You understand that you are providing your information to Bitdefender™ and not to Facebook, Twitter, Google+ or LiveID.**

#### **9. 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.

#### **10. ARBITRATION AND DISPUTES**

The present Terms and Conditions are governed by Romanian Law. 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 Romanian Law. The venue is at the competent courts from Bitdefender's Headquarter.

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.

#### **11. 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.

#### **12. 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.

#### **13. 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 website:

[www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar) and at the headquarters of

**BITDEFENDER**, in Bucharest, 24 Delea Veche St., Offices Building A, floor 7, district 2.

#### **14. 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: [www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar).

#### 15. 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.

#### 16. 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 address Bucharest, 24 Delea Veche St., Offices Building A, floor 7, district 2:

- 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.

#### 17. 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 confirmation of prizes receipt as described at section 6 from above 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.

Bitdefender reserves the right to modify the Contest period and will inform the participants through its's website: [www.bitdefender.com/BitdefenderChristmasCalendar](http://www.bitdefender.com/BitdefenderChristmasCalendar).

**Organizer of the Contest "Bitdefender Christmas Calendar"**

**S.C. BITDEFENDER S.R.L.**

**FLORIN TALPES**

**President**

A handwritten signature in black ink, appearing to read "Florin Talpes", written over a faint, larger version of the signature.