REGULATION

1. ELIGIBILITY
The “Trick or Treat?” Contest is offered by BITDEFENDER SRL, with the registered office in Bucharest, 24 Preciziei Street, West Gate H2 Building, Ground Floor, Sector 6, registered with the Bucharest Trade Register Office under no. J40/20427/06.12.2005, fiscal cod: RO 18189442, represented by Mr. Florin Talpeş, as GENERAL MANAGER, 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 be of the age of majority in their jurisdiction of residence and have an active email account and Internet access at the time of entry. 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 “Trick or Treat” will take place is: 28.10.2011 (10:00 Romania time) - 3.11.2011 (18:00 Romania time).

3. ENTRY
In order to enter the contest, the users must reach the www.bitdefender.com/halloween minisite. The participants need to click the “Trick or Treat” button on the www.bitdefender.com/halloween minisite. Once the button clicked, the user is selected by randomization to be treated or tricked.

If the user is treated it means he/she is a winner and sees the prize he/she won. In order to receive the prize, he/she must provide a valid e-mail address.

If the user is tricked he/she is taken to a page with Halloween dark scary mood and is prompted to share the Contest on his own Facebook or Twitter account. If he/she shares the Contest he/she is considered a winner and receives a prize.

No personal information is required to participate in the contest. The only personal information required is the e-mail address and it is required after the participant has found out if he is a winner or not. The winners who don’t provide a valid e-mail address will not receive any prize.

Anyone, winner or not, is only permitted to play the game once. 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. PRIZES AND WINNER SELECTION
The “Trick or Treat” contest offers as prizes 600 vouchers that can only be used when buying Bitdefender Consumer solutions from the Bitdefender websites. The “Trick or Treat” contest is addressed to participants from USA, UK, Australia and Romania. Users from any other country (except of the 4 countries mentioned above) are eligible, but the prizes can only be used on the following 4 websites:

- www.bitdefender.com
- www.bitdefender.co.uk
If the winner is from any other country except of USA, UK, Australia and Romania, he/she will receive a coupon valid only on www.bitdefender.com and in order to use it he/she will therefore accept to buy in USD currency and at the prices from www.bitdefender.com.

The vouchers offered are the following:

- valid on www.bitdefender.com: 100 coupons of 30 USD each, 70 coupons of 40 USD each and 40 coupons of 50 USD each
- valid on www.bitdefender.co.uk: 80 coupons of 15 GBP each, 60 coupons of 20 GBP each and 30 coupons of 30 GBP each
- valid on www.bitdefender.com.au: 70 coupons of 40 AUD each, 50 coupons of 50 AUD each and 20 coupons of 75 AUD each
- valid on www.bitdefender.ro: 50 coupons of 15 EUR each, 20 coupons of 25 EUR each and 10 coupons of 35 EUR each, RON equivalent at the date when the voucher is capitalized.

The winner can use the coupon to buy any Consumer product from the mentioned Bitdefender websites, with the condition that the value of the coupon is smaller or equal to the value of the product.

All the vouchers awarded need to be used before 31.12.2011 the latest; after this date, the vouchers will expire and cannot be used anymore.

Winners will be selected at random during the whole period of the campaign, each time a participant enters the game. The ones who get “treated” receive at random any of the 3 types of vouchers:

- level 1 vouchers: 30 USD / 15 GBP / 40 AUD /15 EUR
- level 2 vouchers: 40 USD / 20 GBP / 50 AUD / 25 EUR
- level 3 vouchers: 50 USD / 30 GBP / 75 AUD / 35 EUR

The ones who get “tricked” but share the Contest on their personal Facebook or Twitter account automatically receive only voucher of the smallest value.

The winners receive their prizes in a certain currency and value according to the country from where they access the Contest microsite: the participants from Romania will receive the vouchers valid on www.bitdefender.ro, the participants from UK will receive the vouchers valid on www.bitdefender.co.uk, the participants from Australia will receive the vouchers valid on www.bitdefender.com.au and the participants from any other country will receive vouchers valid on www.bitdefender.com.

The winners will receive the coupons by e-mail, on the e-mail address that they introduced on the Contest website. The e-mail will contain the coupons and also instructions about how, where and for how long it can be used.

The mechanism for winners selection and certification will be supervised by a commission consisting of a representative of the Organizer and a lawyer chosen by the Organizer, who will monitor the whole process.

5. 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 an 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 http://www.bitdefender.com/Halloween.

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.

6. 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 PROMOTION 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.

7. 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 the 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.

In the event of a dispute related to the validity of an entry, the commission’s decision is definitive. Entering the Contest, completing the form and providing the e-mail address in the “Trick or Treat” contest, all participants agree to fully respect and conform to all the terms and conditions of the present Regulation.

Complaints with respect to the prizes won made after using the voucher awarded will not be considered and will not be the liability of the organizer.

The winners can contest their prize in a 7 working days period since the date of receiving the e-mail containing the voucher, in written, at the Bitdefender Headquarter in West Gate Park, Building H2, 24 Preciziei Street, Sector 6, Bucharest, 062204, Romania.

Any litigation between the Organizer and the participants in this Contest will be resolved by settlement, or, in case this is not possible, the litigations will be solved by the Romanian courts.

8. 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 by e-mail to the winners, at the e-mail address that the winners provide on the website of the promotion.

9. TAXES AND DUTIES
The organizer 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.

10. REGULATION OF THE CONTEST
The regulation for participation / progress is available, free of charge, to any applicant (and / or participant) on the website: http://www.bitdefender.com, http://www.bitdefender.ro/halloween and at the headquarters of BITDEFENDER, in West Gate Park, Building H2, 24 Preciziei Street, Sector 6, Bucharest, 062204, Romania.

11. FORCE MAJEURE
Force Majeure means any event which can not be controlled, corrected or foreseen by the organizer, including the impossibility of the organizer, for reasons beyond its control and
the appearance of which makes the latter unable to meet the obligations undertaken by this regulation.

If the above situation occurs or another force Majeure event occurs which prevents or delays totally or partially the implementation of the regulation or the continuation of the promotion, the organizer will be exonerated of the responsibility for meeting its obligations for the period in which this will fulfillment is prevented or delayed under law.

If the organizer invokes the force Majeure, it must notify the participants to the promotion its existence, within 5 working days from the occurrence of the force majeure event.

Force majeure event will be communicated on the website of the organizer www.bitdefender.com/halloween and http://www.bitdefender.ro/halloween.

12. CESSATION OF THE PROMOTION

This promotion 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.

13. PROTECTION OF PERSONAL DATA

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

The organizer is obliged not to give personal data to third parties, except for the companies involved in the promotion organization. Participants in the promotion 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 West Gate Park, Building H2, 24 Preciziei Street, Sector 6, Bucharest, 062204, Romania.

- 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. The organizer 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 the organizer 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 organizer’s address.

14. LEGAL BASIS

This regulation 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.

15. OTHER REGULATIONS

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

The Organizer assumes no liability for any facts that determine the impossibility of validation of a 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.. The organizer 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.

The present regulation for participation / progress is available, free of charge, to any applicant (and / or participant) on the website: http://www.bitdefender.com, http://www.bitdefender.ro/halloween and at the headquarters of BITDEFENDER, in West Gate Park, Building H2, 24 Preciziei Street, Sector 6, Bucharest, 062204, Romania.

The Contest is not in any way sponsored, approved or managed by or in association with Facebook or Twitter. Therefore the participants in the Contest understand and accept that they offer their personal data to Bitdefender and not to the social networks Facebook or Twitter, the contest taking place exclusively on the Organizer’s website www.bitdefender.com/halloween and http://www.bitdefender.ro/halloween.