



"Bitdefender 2014 BETA"  
CAMPAIGN RULES

### 1. ELIGIBILITY

The "Bitdefender 2014 BETA" (the "Campaign") 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 Talpeș, as President, hereinafter referred to as Bitdefender/Organizer to residents of countries where such campaigns are allowed by the laws of those countries. By entering the Campaign, 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 campaign agencies, the Campaign 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 Campaign 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. CAMPAIGN PERIOD

Bitdefender may have multiple Campaigns running simultaneously. Each Campaign has an individual begin and end time, which will be shown on each Campaign's separate page. The period when the Campaign will take place is: February 28th 2013, 07:00 pm (GMT +2:00).- April 16th 2013, 07:00 pm.

### 3. ENTRY

The participant, any natural person, can download the kit (bitdefender\_tsecurity\_beta.exe) from the Campaign website: <http://beta2014.bitdefender.com> ("Campaign page") and test its functionalities. The testing guidelines are also available on the Campaign website: <http://beta2014.bitdefender.com>. In order to win one of the Campaign Prizes the participants must submit feedback by entering the Bitdefender Campaign's page and sign in with an existing account or create an account with the following data: Email Address. The participants need to download the kit and install it. Every time a bug is submitted the participant must be logged in otherwise his/her contribution cannot be taken into account. Participants may not enter with multiple emails and/or multiple identities nor may participants use any automated entry mechanism or artifice to obtain more than the maximum number of entries. Any participant 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 OF "Bitdefender 2014 BETA" CAMPAIGN

Prizes are:

- 1st prize: HP Envy dv6 Laptop with Windows 8
- 2nd prize: Samsung Galaxy SIII Sim Free Unlocked Smartphone
- 3rd prize: Samsung Google Nexus 10 Tablet Wifi 32GB
- 6 months keys for the new Bitdefender Internet Security to the 100 most active beta testers.

The total value of the Campaign prizes will not exceed 2000 euro without VAT.



#### 5. WINNER SELECTION

The prizes of the Campaign will be awarded after analyzing on April 17<sup>th</sup> 2013 - April 24<sup>nd</sup> 2013 which participant had the most relevant activity (number of submitted bugs, relevance of the bugs).

The awards will be made under the direct supervision of a committee formed by a representative of the Organizer (a member of the jury) and a lawyer chosen by the Organizer, who will draft the prizes awarding report.

The winners will be announced by the Organizer through their e-mail address that they used to participate at the present Campaign. The winners will be also listed on the Campaign website: <http://beta2014.bitdefender.com>.

If within 5 days, the winners fail to respond to the e-mail of the Organizer, next winner in line shall be chosen and the cycle is repeated only once.

For validation of the prizes winning, upon taking of the prize, individual winners shall present the identity document.

#### 6. 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 Campaign or the Website; to be in violation of the User Agreement of the Website; to be acting in violation of these Campaign 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 Campaign 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 Campaign, Bitdefender reserves the right to cancel, terminate, modify or suspend the Campaign. If the Campaign is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on Bitdefender's Campaign website at <http://beta2014.bitdefender.com>.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN 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.

#### 7. 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 CAMPAIGN. 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 CAMPAIGN OR DOWNLOADING MATERIALS FROM OR USE OF THE WEBSITE.

IN NO EVENT WILL BITDEFENDER, ITS DISTRIBUTORS, AFFILIATES, SUBSIDIARIES, VENDORS, ADVERTISING AGENCIES AND CAMPAIGN 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 CAMPAIGN, 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 CAMPAIGN 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.

#### 8. ARBITRATION AND DISPUTES

The present Campaign Rules 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.

#### 9. 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.

#### 10. 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.



#### 11. REGULATION OF THE CAMPAIGN

The regulation for participation / progress is available, free of charge, to any applicant (and / or participant) on the website: <http://beta2014.bitdefender.com/beta2014terms.html> and at the headquarters of BITDEFENDER, in Bucharest, 6th district, 24 Preciziei Blvd., West Gate Park, H2 building, ground floor.

#### 12. FORCE MAJEURE

Force Majeure means any event which cannot 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 these Campaign Rules.

If the above situation occurs or another force Majeure event occurs which prevents or delays totally or partially the implementation of the Campaign Rules or the continuation of the Campaign, 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 Campaign 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: <http://beta2014.bitdefender.com>

#### 13. CESSATION OF THE CAMPAIGN

This Campaign 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 Campaign involves increase of the budget assigned to this project.

#### 14. 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 Campaign organization. Participants in the Campaign 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, 6th district, 24 Preciziei Blvd., West Gate Park, H2 building, ground floor:

- 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.

#### 15. UNDERAGE PARTICIPANTS AND DISABLED PERSONS

If a prize winner is underage (under 18 years) or is a person lacking exercise capacity, he/she is entitled to take possession of the prize only through a parent or legal curator. This involves also that the parent or curator signs a declaration with the permission of the guardianship authority if necessary under the law, by which the Organizer is absolved of any liability arising from the awarding of that prize as well as of the payment of any damages or claims of any nature related to that prize respectively and to the participation of the underage person to this campaign.

#### 16. LEGAL BASIS

These Campaign Rules 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 Organizer.

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.

**BITDEFENDER S.R.L.**

**Florin Talpes**

**President**

