



TERMS AND CONDITIONS

"Bitdefender - What is Real?"

BITDEFENDER Ltd, Genesis Centre, Innovation Way, Stoke on Trent, Staffordshire, ST6 4BF (hereinafter referred to as "the Promoter" / "Bitdefender") is organizing in conjunction with Sony Pictures Releasing, 25 Golden Square, London, W1F 9LU (hereinafter referred to as "Sony Pictures Releasing") and Imagination Marketing Systems Limited, Unit C Flat Iron Yard, 14 Ayres Street, London, SE1 1ES the promotion "Bitdefender- What is Real?".

The Terms and Conditions for participation is available, free of charge, to any entry and / or participant on the website: <http://www.bitdefender.co.uk/totalrecall/> and at the headquarters of **BITDEFENDER**, in Genesis Centre, Innovation Way, Stoke on Trent, Staffordshire, ST6 4BF.

1. ELIGIBILITY

Bitdefender - What is Real? "The Promotion" is open only to the residents of UK. By entering the Promotion, you accept sole responsibility for determining whether your participation is legal in UK jurisdiction. Participants must be of the age of 18 and have an **active email account and Internet access** at the time of entry. Participants are limited to individual consumers only; commercial enterprises and business entities are not eligible. Employees and directors of Bitdefender, its advertising and promotion agencies, the Promotion 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 Promotion Period) are not eligible. By entering, you agree to these **"Terms and Conditions"** and that the decisions of Bitdefender are final and binding in all respects.

Void where prohibited or restricted by law.

2. PROMOTION PERIOD

The Promotion shall run from 20 of August, 2012, 12.00 PM (BST) until 28th of September, 2012, 12.00 PM (BST).

3. HOW TO ENTER

Purchase "Bitdefender Total Security 2013, 3PC's / 1 Year" ("Promotion Product") from www.bitdefender.co.uk within the Promotion Period for your chance to win a Total Recall weekend trip for two to New York and Sony electronic products for runners up. By entering the competition you consent to Bitdefender passing on your details to any relevant third party for the purpose of contacting you directly in the event you're a winner.

The prizes include:

- 1 x Headline Prize of a Total Recall Themed Stunt Experience weekend in New York for two
- 5 Runner up prize packages each containing:
 - 1 x Sony Bravia 32" Smart TVs
 - 1 x Sony Home Cinema Systems (including Blu-ray players)

All prizes are offered and delivered by Sony Pictures Releasing.



All prizes are subject to the standard terms and conditions of Sony Pictures Releasing/Imagination Marketing as detailed in Appendix 1 herein.

4. WINNER SELECTION

Winners will be selected by Bitdefender at random within 30 days after the end of the Promotion. One (1) winner will be selected to receive the Total Recall trip prize and five (5) winners will be selected to receive the Sony entertainment system prize as described at section 3 above. The Promoter will announce the results of the selected winners within 35 days after the end of the Promotion. Winners will be contacted by Sony Pictures Releasing by email or telephone if the former is not successful.

By accepting any prize, the winner consents to the use of his/her name for advertising and promotional purposes without additional compensation except where prohibited by law. While Bitdefender protects all personal data entrusted to us we reserve the right to use the winner's first name and surname in any Bitdefender's announcement regarding promotion results.

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 Promotion or the website; to be in violation of the User Agreement of the website; to be acting in violation of these Terms and Conditions; 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 Promotion 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 Promotion, Bitdefender reserves the right to cancel, terminate, modify or suspend the Promotion. If the Promotion is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on Bitdefender's Promotion website at www.bitdefender.co.uk/totalrecall

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 PROMOTION. 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 PROMOTION 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 PROMOTION, 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 PROMOTION 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. GOVERNING LAW AND DISPUTES

This Promotion and these terms and conditions are governed by English law and the court of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this promotion.

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.

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 headline prize awarded, as established on the website, will be delivered by Imagination Marketing/Sony Pictures Releasing. The Sony entertainment prizes will be sent via a postal service or courier.



9. TAXES AND DUTIES

The Promoter 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 persons.

10. FORCE MAJEURE

Force Majeure means any event which cannot be controlled, corrected or foreseen by the Promoter, including the impossibility of the Promoter, 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 Promoter 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 Promoter 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 Promoter.

11. 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 campaign involves increase of the budget assigned to this project.

12. PROTECTION OF PERSONAL DATA

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

The Promoter 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 of the Promoter indicated above.

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 Promoter 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 Promoter 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 Promoter's address.

13. 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.

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 Promoter.

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

The Promoter 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.. The Promoter 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.

By entering this Promotion all participants will be deemed to have accepted and be bound by these terms and conditions. All entry instructions form part of these terms and conditions.



Appendix 1

- Winners under the age of 18, must be accompanied by an adult over the age of 18
- Accommodation is based on 2 adults sharing a double or twin room
- Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependant on availability
- Individual supplier terms and conditions apply
- Winners are able to extend their trip at their own expense
- Flight prices will be calculated for an actual quote on request from individual countries
- All flights, unless stated, are non-changeable and non-transferable
- Once a booking is confirmed, any name or date changes must be made in writing
- Where name or date changes, are possible they will incur an administration charge of £25/€29 per change plus any additional supplier costs
- The trip cannot be taken over Christmas, new year, valentine's day, school holidays or public holidays in the country of departure or the destination country unless stated otherwise
- For trips arriving and departing from London, the following blackout dates apply due to the Olympic Games & Paralympic Games: 27th July – 9th September 2012
- Winner's requested departure date must have a minimum of 90 days' notice after completion of their winner form unless stated otherwise
- No refunds for unused prizes
- Prize must be taken before 31st August 2013 unless stated otherwise
- Prizes are not transferable unless specified otherwise
- Unless otherwise notified, Imagination Marketing will assume that all winners & guests have a full passport, valid for at least 6 months on the date of travel
- Visas are the responsibility of winners
- Winners must visit the website: <https://esta.cbp.dhs.gov> and complete the required information to apply for authorization to enter the USA – winners will NOT gain entry to the USA without completing a visa application
- Winners should allow up to 30 days for their prize to be confirmed



- Imagination Marketing will liaise directly with winners once their details have been announced by the Promoter
- Winners must have access to a personal email account on the internet
- Please note, if the prize includes a hotel stay, the winner will need a credit/debit card in order to check in for the security deposit
- The optional extra of translation services must be taken if the winner is from a country where English is not the main language
- In the first instance a translator will contact each winner by email in their home language, within 7 days of Imagination Marketing receiving the completed 'Winner Information Form'
- Vouchers, tours and activity information from external suppliers will not be translated in full by Imagination Marketing. However, each winner will receive a final letter in their home language detailing the key trip information
- Some activities may need a good level of communication in English, in order to take part. This is due to health and safety requirements. If necessary Imagination Marketing will suggest suitable alternative activities
- Travel insurance will be supplied to each winner under the age of 60 before departure & with no pre-existing medical conditions, in this instance Imagination Marketing will give the winner an allowance of £25/€29 per person towards the cost of purchasing travel insurance
- No cash or other alternatives will be offered in place of specified prizes but Imagination Marketing reserves the right to change prizes without liability
- Sony Entertainment Systems will be dispatched to the prize winners' address by Imagination Marketing within 28 days of them receiving the prize winners' details from the Promoter.