

Terms and conditions of the competition “Where is the weirdest place you have ever used your cell phone?” organized by Panda Security, S.L.

## **1. Organizer**

Panda Security, S.L. (‘Panda’) with registered offices in Bilbao, Gran Vía, 4, 1ª 48001 and Fiscal ID number (CIF) B-48435218, has organized the “Where is the weirdest place you have ever used your cell phone?” competition with the aim of increasing its fan base in the community and promoting awareness of its products.

## **2. Twitter disclaimer**

Twitter is not associated with the competition and neither does it sponsor, endorse or administer the competition in any way. The participant shall hold Twitter harmless from any liability with respect to the competition and acknowledges that any information is provided to Panda and not to Twitter. The information provided to Panda by the participant shall be processed solely for the purposes of managing participation in the competition, contacting winners and organizing the subsequent delivery of awards to the winners.

## **3. Competition description**

Panda Security has organized a competition via its Twitter accounts @Pandacomunica, @Panda\_Security and @PandaSecurityUS. Participants must upload to their personal Twitter account a photo of themselves using an electronic device in a strange place. For the photo to enter the competition, it must be tweeted to the relevant Panda Security Twitter account with the hashtag #pandameprotege or #pandaprotectsme.

The Web page <http://contestfacebook.pandasecurity.com> will contain the terms and conditions of the competition, and show all photos that have entered the competition under the hashtag #pandameprotege/#pandaprotectsme

The winning photo will be selected by a jury made up of Panda Security employees. For a chance to win the prize, participants must get their photo retweeted by at least 10 followers.

The photos shall be judged based on originality and their relation to the theme of the competition.

The names, profile images and photos of all participants shall be published on the competition page and may be used by Panda Security for the purpose of managing its social media channels.

## **4. Participants**

Participation in the competition is open to all Twitter users over 18 years of age and who have a genuine user profile and who are fans of Panda Security through one of the following addresses: @Pandacomunica @Panda\_Security @PandaSecurityUS . The competition is free to enter and there are no additional costs for participants, neither is it necessary to purchase or use any product or service in order to enter.

The competition is not open to:

- a) Shareholders, directors and employees of companies in the Panda Group.
- b) Spouses, children, parents, siblings or other persons living in the same household as those mentioned in the previous point.
- c) Anyone who has in any way taken part in the preparation of the competition.

## **5. Competition period**

The competition shall commence on September 23, 2013 and end on October 22, 2013. Entries may only be made between those dates, and any entries outside of this period shall be automatically excluded from the competition.

## **6. Prizes**

One winner shall be declared during the entire competition period. The prize shall be awarded to the participant who gets at least 10 RTs and whose photo relates to the theme of the competition "Where is the weirdest place you have ever used your cell phone?" in the best, most original way.

The prize shall be a iPad Mini and one license of Panda Global Protection 2014, valid for 1 year and 1 device.

The prize is personal and not transferable. There are no cash or other alternatives for the prize.

## **7. Notifying the winners**

Panda shall contact the winners via Twitter. This message shall request all the details required in order to deliver the prize.

Should it be impossible to deliver the DM, direct message, to the winner, or should the winner not respond adequately within 15 calendar days of receiving the email, this shall be construed as a waiver to the prize, which shall consequently be declared void.

Should the winner fail to confirm acceptance of the prize in the specified manner and time period, or should the winner fail to fulfill the requirements set out in these Terms and Conditions, the winner shall not qualify for the prize and the prize shall be declared void.

All participants agree and give their express consent to their full names, Twitter profile pictures and the photos submitted to the competition being published by Panda Security on any of its social media channels.

## **8. Protection of personal data**

In accordance with the regulations established in Spanish Organic Law 15/1999 dated December 13 on the Protection of Personal Data, and the regulation for its implementation, and those established by Spanish Law 34/2002, of July 11 regarding Information Society Services and E-commerce, participants in the "Where is the weirdest place you have ever used your cell phone?" competition are hereby informed and give their express consent to their personal data being included in a file belonging to Panda Security, S.L., with registered offices in Gran Vía Diego López de Haro 4, 48001 Bilbao, Spain and CIF B-48435218. Such personal data shall be processed in order to administer participation in the competition, to contact winners and deliver the corresponding prizes, as well as to send other commercial information regarding Panda that may be of interest to participants, by any means including electronically. All participants are also informed that they may exercise their rights to access, rectify, delete and object to the data, as well as request not to receive other information, by sending an email to [legal\\_affairs@pandasoftware.com](mailto:legal_affairs@pandasoftware.com). The participant hereby guarantees that the personal information provided is true and accurate and accepts the responsibility to notify of any changes to them.

The processing of data described above is essential and, as such, the registration and entry of participants in this competition implies its full acceptance. For this reason, any participant who does not agree to such

processing of their personal data, including the sending of commercial communication by any means including electronically, is kindly asked to refrain from using the competition application, as this is a necessary condition for participating in the competition. The above shall not prejudice the rights of any person, at any time, to access, rectify, cancel and object to the data under the terms stated in these Terms and Conditions.

## **9. Security.**

Panda reserves the right to take any necessary measures to prevent any activity that Panda suspects may be intended as fraudulent with respect to the competition or which violates the competition rules to the detriment of other participants. The immediate consequence of such activity shall be the exclusion of the participant concerned and the loss of all rights to any prizes obtained.

It is not permitted for any one person to have or create more than one Twitter profile with which to participate in the competition. Panda reserves the right to declare null, expel, remove or exclude from the calculation of winners any profiles it suspects of any attempt to participate fraudulently, including but not limited to, attempts to register more than one Twitter user profile by the same person, the creation of fake profiles or identity theft. Similarly, Panda Security shall be able to use the image of the participant and/or any other person that appears in the photograph submitted by the participant for the purpose of managing its social media channels. To this respect, the participant acknowledges that any persons appearing in submitted photograph(s) have given the participant consent for reproduction and promotional use.

In particular, Panda reserves the right to remove from the official Panda website and/or from the competition application, any content that Panda, at its sole discretion, deems inappropriate for publication.

## **10. Disclaimer**

Panda shall not be responsible for any service interruptions or failures to the page <http://promo.pandasecurity.com/contestfacebook/es/>, the competition application, the cable network, electronic communications networks, software or hardware failures or for any errors when entering personal data. In the event of problems or incidents of this type, Panda shall do everything within its control to remedy them as quickly as possible though it does not assume any responsibility for this.

Panda shall not be held responsible for damages or losses of any kind which, despite the security measures implemented by Panda, may arise from the misuse by participants of the contents and services available on the official Panda website and/or the competition application, and in particular, though not exclusively, for damages or losses that may result from the theft of identity committed by any participant.

## **11. Other competition rules**

Participation in this competition implies the acceptance of all the present Terms and Conditions and Panda's criteria in interpreting them with respect to the resolution of any matter arising from this competition. As such, non-acceptance of the present Terms and Conditions shall automatically exclude the participant from taking part and consequently, Panda shall be released from any obligations to the participant.

Panda reserves the right to implement changes to the operation or functionality of this competition at any time and /or terminate the competition at any time if necessary for any reason, without any liability arising from this. Nevertheless, any changes shall be duly announced through the competition application and, where applicable, through other channels. Panda shall do everything possible to prevent any such changes giving any participants any advantage to the detriment of other participants.

By entering the competition, the participant acknowledges and accepts that the intellectual property rights to the competition applications and/or advertising or promotional materials belong to Panda. The

reproduction, distribution, or unauthorized editing or processing of any applications and/or advertising or promotional materials is an infringement of the intellectual property rights of the owner.

## **12. Jurisdiction**

The interpretation and any breach of the present Terms and Conditions shall be governed by Spanish law. Any dispute resulting from the interpretation or breach of these terms and Conditions shall be submitted to the Courts and Tribunals of Bilbao.