

TERMS & CONDITIONS FOR THE KASPERSKY SAFE FAMILY & GAMERS CONTEST (The “Contest”).

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND KASPERSKY LAB SEA SDN BHD (“**KASPERSKY**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CONTEST. BY ENTERING THIS CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The Contest is organised by Kaspersky Lab SEA Sdn Bhd (“Kaspersky”).

2. **Contest Period:**

- Contest Period (“**Contest Period**”): 15th September to 28th October 2021.
- Submission Deadline: **28th October 2021, 11:59PM.**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All residents of Malaysia aged 18 years and above are eligible to participate in the Contest.
- Only individuals are eligible to participate in the Contest. Groups, organisations and company entries are **not eligible**.

3.2. **Not eligible**

- The following are not eligible to participate in the Contest:
 - Employees of Kaspersky and its related corporations.
 - Employees of any party, including but not limited to agents of Kaspersky, dealers and/or retailers, which is directly involved in organising, promoting or conducting the Contest.
 - Individuals engaging or are, in Kaspersky's opinion, likely to engage in sub-wholesale, resale or sale of the Kaspersky Products to downstream distributors or retailers.

4. **Contest Specifics.**

4.1. No purchases are required in order to participate for the Contest.

4.2. Participants must submit their entry with their particulars in the manner set out in clause 4.4.14.

4.3. Full contact details of the Kaspersky Safe Family & Gamers Programme Centre (“**Programme Centre**”) is as follows:

c/o Apostrophe Marketing Communications Sdn Bhd
Unit 26-8, Oval Damansara, 685 Jalan Damansara,
Taman Tun Dr Ismail, 60000 Kuala Lumpur, Malaysia.
Office hours: Monday – Friday, 9AM – 6PM.
Contact person: Ms. Lisa
Tel: +603 2711 1172
Email address: kaspersky.contest@apostrophe.com.my

4.4. **Contest Eligibility**

4.4.1. Participants who wish to enter the Contest must submit their particulars in the following manner:

Step 1 Go to <https://kas.pr/safefamilymy>.

Step 2 Look for the Kaspersky Defender Master game banner, and click Play/ Join.

Step 3 Sign up (for new player) / Log in (for returning player) to the game.

Step 4 Win the game.

Step 5 Share your winning score by posting on Facebook with a hashtag #KasperskyDefenderMaster and tag 3 of your Facebook friends. Remember to set your post to Public.

- 4.4.2. All submissions received after **28th October 2021, 11:59PM** shall not be accepted. A submission is a participant winning the game, and his/her score has been listed on the Leaderboard ranking.
- 4.4.3. Participants must provide their full name and a valid email address during sign up. Invalid accounts will be disqualified without prior notice. An invalid account is an account which does not have the full name of the participant, or entered an invalid/ incorrect/ incomplete email address.
- 4.4.4. Each participant may play as many times as they want during the Contest Period.
- 4.5. This Contest is not valid in conjunction with any other on-going promotions and contests, offer and/or discounts, unless otherwise stated.

5. Prizes.

Contest Prizes

- 5.1. One (1) Grand Prize of a MSI GF63 Gaming Laptop worth RM4,000.
- 5.2. One (1) Second Prize of an ASUS ROG Phone 5 worth RM 2,900.
- 5.3. One (1) Third Prize of a Nintendo Switch V2 worth RM1,600.
- 5.4. One (1) Fourth Prize of a TTRacing Swift X Gaming Chair worth RM 599.
- 5.5. Ten (10) Second Consolation Prizes of a STEAM Wallet worth RM 100 each.

6. How Prize Winners will be Selected

- 6.1. The participant with the highest score in the Leaderboard ranking after the Contest Period shall be declared as the Grand Prize winner, the participant with the second highest score shall be declared as the Second Prize winner, and so on.
A qualified Contest entry is an entry which has won the game within the time limit given, posted the winning score on Facebook with a hashtag #KasperskyDefenderMaster and tagged 3 Facebook friends, and meets all the requirements in clauses 3 and 4.
- 6.2. You will then be contacted by the Programme Centre for further verification.
- 6.3. The Programme Centre will attempt to contact each winner three (3) times for further verification. In the event that a winner is not reachable in all three (3) attempts for any reason whatsoever, he/she will no longer be declared as the winner.
- 6.4. Upon successful verification, the Programme Centre will confirm you as a prize winner.
- 6.5. In the event of a tie, the participant who achieved the score first shall be the higher winner. For example, if the third highest score is 500 points, and participant A won the game with 500 points on the 10th October, and participant B won the game with 500 points on the 25th October, then participant A will be the Third Prize winner, and participant B will be the Fourth Prize winner.
- 6.6. If a winner is disqualified during the verification process, the participant with the next highest score after the disqualified winner shall be the next winner. For example, if the Second Prize winner is disqualified, the third highest score participant will be the next Second Prize winner.
- 6.7. Kaspersky reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
- 6.8. Decisions by Kaspersky will be final and no appeals will be entertained.

7. How prize winners will be notified.

- 7.1. The eligible recipients of the Prizes will be informed by email by the Programme Centre, and will be announced in Kaspersky Facebook page.

8. Claiming a Prize.

- 8.1. Prize recipients may be required to sign and return a Declaration and Release Form which, among other things, releases Kaspersky, the sponsor of the Prizes, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Contest, and acceptance and/or use of the Prizes and confirms his/her compliance with applicable terms and conditions.
- 8.2. Prizes will be delivered by courier to recipients by the Programme Centre at a date to be advised later. Recipients or their appointed representatives must be present at the mailing address provided to accept delivery of the Prizes.

- 8.3. Deliveries shall only be made to addresses within Malaysia.
- 8.4. Kaspersky shall not be responsible for any additional charges incurred (including but not limited to charges for 3rd party collection, delivery, insurance, etc.) to customers who fail to receive the Prizes either by means of address error by the customers, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.
- 8.5. Prizes that are not delivered within 3 attempts will be forfeited without prior notice.
9. Kaspersky shall not be responsible for any printing or typographical errors in any materials or for registrations, contest submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Contest. Proof of submission shall not constitute proof of receipt by Kaspersky. If any information provided on a contest submissions is found to be false, misleading or inaccurate, that entry shall be deemed invalid.
10. Goods as Prizes. Where Prizes under the Contest are items/goods, they shall be subject to availability and may not be substituted for cash. Kaspersky reserves the right to offer alternative Prizes of similar monetary value, without prior notice. If Prizes involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and Kaspersky does not accept any responsibility for them. In particular, Prizes are provided by Kaspersky on an "AS IS" basis without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
11. Taxes, etc. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on Prizes shall be fully borne by the participant.
12. Kaspersky, its related and associated companies, and its agencies and companies associated with this Contest disclaim any and all liability arising from this Contest and will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Contest, submission and/or usage of Prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The participant undertakes that they shall not bring any claims or actions against Kaspersky or its related and associated companies arising out of the operation of the Contest, whether in contract, tort or otherwise.
13. All entries will be the property of Kaspersky and the participant will not claim, use, or exploit the entries for any purpose by any means at any time. By entering this Contest, each participant agrees that Kaspersky reserves the right to publish, use the names and/or photographs of winners as material for advertising and/or trade publicity purposes without payment or prior notice, and further agree that in consideration for being awarded the Prize the winners waive all rights associated with their image. Winners shall not be entitled to claim ownership or other forms of compensation on the materials.
14. The participant hereby grants Kaspersky the right to use, keep, share and / or publish any personal information you have provided for purpose of this Contest, including all personal data submitted by the participant, in accordance with Kaspersky's Privacy Policy. For information on Kaspersky's Privacy Policy, please see <https://www.kaspersky.com/products-and-services-privacy-policy>. If the participant would like to unsubscribe from Kaspersky's mailing list and do wish not to be contacted in any way for future promotions and other marketing activities, please provide us with your mailing address at the following link, https://go.kaspersky.com/Global-Unsubscribe_NB.html?mkt_unsubscribe=1.
15. Kaspersky's decision is final and binding. In the event of any dispute arising from the Contest, or relating to the interpretation of these Terms and Conditions, the decision of Kaspersky on all matters pertaining to the Contest shall be final and binding on all parties. No correspondence will be entertained.

16. No dishonesty tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in Kaspersky's sole and absolute discretion, you will immediately be disqualified from the Contest. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined rules of the Contest, attempting to disable or overwhelm any of Kaspersky's websites or the Contest sites (if any), attempting to disrupt any portion of the Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the submission process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF KASPERSKY'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, KASPERSKY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

17. No waiver. Kaspersky's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
18. Modification of these Terms and Conditions, etc. Kaspersky may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
19. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
20. Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
21. Laws. The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest is void where prohibited or restricted by law, and are subject to all applicable laws.

PRIVACY NOTICE

The personal data you provide to Kaspersky pursuant to this Contest, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Contest. Entries submitted without the personal data required will be discarded. Kaspersky may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact Kaspersky at sea-marketing@Kaspersky.com.

NOTIS PRIVASI

Data peribadi yang anda beri kepada Kaspersky menurut Pertandingan ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan

anda dalam Pertandingan ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Kaspersky mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehadikan pemprosesan kami, sila berhubung dengan Kaspersky di sea-marketing@Kaspersky.com.