

TERMS & CONDITIONS
FOR KASPERSKY’S SAFE FAMILY CAMPAIGN (The “Contest”).

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“T&Cs”) 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 (“PARTICIPANT”) 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.

THESE T&Cs MAY BE AVAILABLE IN OTHER LANGUAGES FOR THE LOCAL AUDIENCE. IN THE EVENT OF ANY INACCURACY OR DISCREPANCY IN TRANSLATION, THE ENGLISH T&Cs SHALL PREVAIL.

1. **Organiser:** The Contest is organised by Kaspersky Lab SEA Sdn Bhd (“Kaspersky”), with its registered office at Unit A-12-11, Level 12, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No.8 Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia.
2. **Contest Period**
 - Contest Period: 20th November 00:01AM to 1st Jan 2023 11:59PM.
 - Submission Deadline: **8th Jan 2023, 11:59PM.**
3. **Contest Website:** The (“Contest Website”) is hosted through Kaspersky appointed marketing agency, which is also the main communication channel between the Organiser and the Participants.
4. **Eligibility**
 - 4.1. **General Eligibility Requirements**
 - Any individual of 21 years and above, has full legal capacity to enter into a binding contract, resides in the country where the Contest is being held, makes a purchase of the Qualifying Products, during the Contest Period at any of the participating physical stores or e-stores, except www.kaspersky.com and www.kaspersky.com.my are eligible to participate in the Contest.
 - The Contest is open to individuals who are residing in Malaysia only.
 - The following are not eligible to participate in the Contest:
 - Employees of Kaspersky.
 - 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.
 - The organiser reserve the rights to disqualify any Participant at discretion, including any Participant who fails to meet any of the T&Cs.
 - 4.2. **Qualifying Products**
 - For the purpose of this Contest, the following products are individually referred to as “**Qualifying Product**”:

Qualifying Kaspersky Products on Windows®, macOS®, Android™ or iOS®:
Kaspersky Anti-Virus 1 Year / 2 Year (1 Device / 3 Devices / 5 Devices)
Kaspersky Internet Security 1 Year / 2 Year (1 Device / 3 Devices / 5 Devices)
Kaspersky Total Security 1 Year / 2 Year (1 Device / 3 Devices / 5 Devices)
Kaspersky Security Cloud Personal 1 Year / 2 Year (3 Devices / 5 Devices)
Kaspersky Security Cloud Family 1 Year / 2 Year
Kaspersky Safe Kids Premium 1 Year

- Participants shall be disqualified or prohibited from taking part in the Contest if any purchased products alleged to be Qualifying Products are found to be counterfeit or produced in breach of intellectual property or other third party rights.

5. Contest Specifics

- 5.1. To enter in the Contest, you must purchase any Qualifying Kaspersky Product from any participating Kaspersky’s official partner physical stores or e-stores, 7-Elevens, excluding those on www.kaspersky.com and www.kaspersky.com.my with a receipt or proof of purchase during Contest Period.
- 5.2. Participants who wish to enter the Contest must submit some basic personal details, answer 1 question and upload a valid receipt or proof of purchase on Contest Website.
- 5.3. Incomplete submissions will not be accepted. An incomplete submission is a submission which does not answer the contest question, incomplete personal details, without proof of purchase, incorrect or unreadable proof of purchase, or have incomplete details in the proof of purchase (no partner store name, incomplete purchase item description, without purchase item, quantity, purchase unit price, invoice number).
- 5.4. Participants must retain and may be asked to show the original paid proof of purchase for verification, and/or confirmed delivery email when receiving their Prize.

6. Prize

- 6.1. A total of five (5) iPhone 14 Pro (256GB) and fifty (50) shopping voucher worth RM300 each.

7. Winner Selection

- 7.1. Every entry submitted into the Contest Website will be given a sequence number (1, 2, 3, 4, 5...) based on the date and time the entry is received as recorded by the system. Every 10th entry that meets all the requirements in clause 4 and 5 will win a prize. In the instance the selected entry does not meet all the requirements in clause 4 and 5, the next qualifying entry will be chosen, until all the prizes or entries have exhausted, whichever happens first. For illustration, if the 10th entry does not meet the requirement, the 20th entry will be picked and screened.

Sequence Number	Prize
10 th , 20 th , 30 th , 40 th , 50 th , 60 th , 70 th , 80 th , 90 th , 110 th , 120 th , 130 th , 140 th , 150 th , 160 th , 170 th , 180 th , 190 th , 210 th , 220 th , 230 th , 240 th , 250 th , 260 th , 270 th , 280 th , 290 th , 310 th , 320 th , 330 th , 340 th , 350 th , 360 th , 370 th , 380 th , 390 th , 410 th , 420 th , 430 th , 440 th , 450 th , 460 th , 470 th , 480 th , 490 th , 510 th , 520 th , 530 th , 540 th , 550 th	RM300 shopping voucher
100 th , 200 th , 300 th , 400 th , 500 th	iPhone 14 Pro (256GB)

- 7.2. Once shortlisted, Participant may be contacted for further verification.
- 7.3. Winner will be contacted to arrange for prize delivery or presentation by Agency 1-4 weeks after winner announcement on Campaign Website on **3 Feb 2023**. Agency will attempt to contact each shortlisted winner three (3) times via mobile or/and email for delivery address, further verification and prize delivery / presentation arrangement. In the event that a shortlisted winner is not reachable or responding after three (3) attempts for any reason whatsoever, he/she shall be deemed to have forfeited the prize.
- 7.4. In the instance a Prize is not available or experiencing shortage for whatever reasons, an item of equivalent amount will be substituted.
- 7.5. If Prize is a manufactured item, it shall be subject to the manufacturer’s terms and conditions for warranty, service and maintenance.
- 7.6. 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 borne by the Participant.

7.7. Each Participant may only win one prize.

8. Claiming a Prize.

8.1. Prizes will be delivered by courier or a physical prize presentation will be held, which will be advised at a later stage.

8.2. Deliveries shall only be made to addresses within Malaysia, excluding PO boxes.

8.3. Kaspersky shall not be responsible for any additional charges incurred (including but not limited to charges for 3rd party collection, delivery, insurance, etc.) to Participant who fails to receive the Prize either by means of address error by the Participant, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.

8.4. Prizes that are not delivered within 3 attempts will be forfeited without prior notice.

9. Publicity

9.1 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.

10. Personal Data And The Protection Of Privacy

10.1 By taking part in the Campaign, the Participant agrees that his/her personal data will be collected, processed, stored, used and/or otherwise dealt with by the Organiser, or by entities contractually appointed or authorized by the Organiser to carry out the collection, processing, storage, usage and/or otherwise dealing of the personal data (on behalf of the Organiser) for the purpose of organizing or conducting the Contest, promoting the products and services offered under the Kaspersky Lab brand, investigating customer satisfaction, and for the purposes of market research.

10.2 Any personal data relating to the Participants will be collected, processed, stored, used or otherwise dealt with strictly in accordance with the Organiser's Privacy Policy as may be updated from time to time and made available at <https://www.kaspersky.com/privacy>. The Participants may contact the Organiser through sea-marketing@kaspersky.com for any privacy enquiries.

10.3 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 unsubscribe at https://go.kaspersky.com/Global-Unsubscribe_NB.html?mkt_unsubscribe=1.

11. Organiser's Discretion

11.1 Kaspersky's decision is final and binding. In the event of any dispute arising from the Contest, or relating to the interpretation of these T&Cs, the decision of Kaspersky on all matters pertaining to the Contest shall be final and binding on all parties. No correspondence will be entertained. Kaspersky's failure to enforce any provision of these T&Cs shall not constitute a waiver of that or of any other provision.

11.2 Kaspersky reserves the rights to modify these T&Cs and/or withdraw or terminate the Contest at any stage without any liability towards anyone.

12. Organiser's Discretion

12.1 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.

- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 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.

13. Contact Information

Contact details of the marketing agency for Kaspersky Safe Family campaign ("Agency") is as follows:

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.family@apostrophe.com.my