

**TERMS & CONDITIONS FOR THE KASPERSKY X TRANSFORMERS PROMOTION (The “Promotion”) AND CONTEST (The “Contest”).**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS PROMOTION AND 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 PROMOTION AND CONTEST. BY ENTERING THIS PROMOTION AND CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

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

2. **Promotion and Contest Period:**

- Promotion and Contest Period (“**Promotion and Contest Period**”): 1<sup>st</sup> March to 30<sup>th</sup> April 2021.
- Submission Deadline: **7<sup>th</sup> May 2021, 11:59PM.**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

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

3.2. **Not eligible**

- The following are not eligible to participate in the Promotion and Contest:
  - Employees of Kaspersky and its related corporations and their immediate family members.
  - 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 Promotion and Contest.
  - Individuals engaging or are, in Kaspersky’s opinion, likely to engage in sub-wholesale, resale or sale of the Eligible Kaspersky Products to downstream distributors or retailers.

3.3. **Eligible Products**

- For the purpose of this Promotion and Contest, the following models are individually referred to as “**Eligible Kaspersky Product**”:

<b>Eligible Kaspersky Product</b>
Kaspersky Internet Security 1 Year – 3 Devices
Kaspersky Internet Security 1 Year – 5 Devices
Kaspersky Internet Security 2 Years – 3 Devices
Kaspersky Internet Security 2 Years – 5 Devices
Kaspersky Total Security 1 Year – 1 Device

4. **Promotion and Contest Specifics.**

- 4.1. In order to participate in the Promotion and Contest, you must purchase any Eligible Kaspersky Product from any participating Kaspersky’s Official Partner e-Stores. The list of participating Kaspersky’s Official Partner e-Stores can be found under Appendix 1 of this Terms and Conditions.
- 4.2. The Eligible Kaspersky Product must be purchased within the Promotion and Contest Period as indicated in the proof of purchase.
- 4.3. Subject always to clause 4.5 and clause 5, for every purchase of any Eligible Kaspersky Product in a single invoice, receipt or confirmation order email, you are entitled to one (1) month’s Netflix subscription worth ₱550 and one (1) entry to join the Contest.

- 4.4. Full contact details of the Kaspersky X Transformers Programme Centre (“**Programme Centre**”) is as follows:

c/o ISecure Networks, Inc.

Contact persons: Shiela Marie Borja or Frances Cyril Clemente-Valencia

Tel: 0917 857 8163 or 7623 – 1009

Email addresses: [marketing@isn.com.ph](mailto:marketing@isn.com.ph) or [online.kaspersky@isn.com.ph](mailto:online.kaspersky@isn.com.ph)

4.5. Promotion and Contest Eligibility

- 4.5.1. You will qualify for the redemption of one (1) month’s Netflix subscription worth ₱550 if you purchase any Eligible Kaspersky Product, and submit your entry by following the steps in 4.4.3.
- 4.5.2. You will qualify for the contest if you purchase any Eligible Kaspersky Product, correctly answer to the question “Which of the following product features inclusive in Kaspersky Total Security?”, and submit your entry by following the steps in 4.4.3.
- 4.5.3. Participants who wish to enter the Promotion and Contest must submit their particulars in the following manner:

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

Step 2 On the Online Submission Form:

- i) Provide your answer to the question “Which of the following product features inclusive in Kaspersky Total Security?”
- A. Keep your kids safe online & locate them with GPS.
  - B. Store your passwords in a secure vault & auto-fill online forms.
  - C. Scan, detect & remove the latest cyber threats.
  - D. Detect & stop attempts to attack your network & access your computer.
  - E. All of the above.
- ii) Fill in completely all other necessary details.

Step 3 Upload a scan/photocopy of your purchase invoice/receipt/confirmation order email.

Step 4 Click Send.

- 4.5.4. All submissions received after **7<sup>th</sup> May 2021, 11:59PM** shall not be accepted.
- 4.5.5. The purchase invoice/receipt/confirmation order email must have the full name, mobile number, and email address of the Participant.
- 4.5.6. When submitting your redemption in the Online Submission Form, Participants must provide the same personal details found in the purchase invoice/receipt/confirmation order email.
- 4.5.7. Participants must include all necessary details in the Online Submission Form. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission which does not have complete details, without proof of purchase, incorrect or unreadable proof of purchase, or have incomplete details in the proof of purchase (without full name, mobile number, or email address of the Participant, incomplete purchase item description, without purchase item, quantity, purchase unit price, invoice/confirmation order number, or invoice/confirmation order date).
- 4.5.8. Each participant is entitled to a maximum of two (2) units free gift redemption only, and may submit a maximum of two (2) contest entries.
- 4.5.9. Participants must retain the original paid invoice, receipt and/or confirmed delivery email as proof of purchase. Customers may be required to present original proof of purchase when receiving their Prize.

**5. Gifts and Prizes.**

**5.1. Gifts**

- 5.1.1. Gifts are given strictly on a first-come-first-served basis, and while stocks last only.

5.1.2. The gifts will be determined as follows:

Eligible Kaspersky Product	Free Gift
Kaspersky Internet Security 1 Year – 3 Devices	One (1) Month's Netflix Subscription worth worth ₱550
Kaspersky Internet Security 1 Year – 5 Devices	
Kaspersky Internet Security 2 Years – 3 Devices	
Kaspersky Internet Security 2 Years – 5 Devices	
Kaspersky Total Security 1 Year – 1 Device	

**5.2. Contest Prizes**

5.2.1. Three (3) Contest prizes (“Prize”) of a 1-year Netflix subscription worth ₱6,600.

5.2.2. Participants are only eligible to win one (1) Prize during the entire Promotion and Contest Period.

5.3. The Gift/Prize will be in the form of Netflix unique promo code.

5.4. The usage of the promo code shall be subject to the terms and conditions set by the issuing company.

**6. How Prize Winners will be Selected**

6.1. A qualified Contest entry is an entry which has correctly answered the quiz question in the Online Submission Form, and meets all the requirements in clauses 3 and 4.

6.2. The Prize winners will be shortlisted by the Programme Centre based upon the total number of qualified Contest entries received, divided by the total number of Prizes to be won.

*Illustration*

*If there are a total of 625 qualified contest entries for the entire Promotion and Contest Period, and there are 3 Prizes to be given away, 625 divided by 3 is 208.33 which makes the 208<sup>th</sup> entry for the first Prize winner (taking the lower number), the 416<sup>th</sup> entry for the second Prize winner, and 624<sup>th</sup> entry for the third Prize winner.*

6.3. Once shortlisted, you will be contacted by the Programme Centre for further verification.

6.4. The Programme Centre will attempt to contact the shortlisted candidate three (3) times within 3 working days for further verification. In the event that a shortlisted candidate is not reachable in all three (3) attempts for any reason whatsoever, he/she will no longer be shortlisted as the winner.

6.5. Upon successful verification, the Programme Centre will notify you on being a prize winner.

6.6. If a winner is disqualified during the verification process, the qualified contest entry before the winning number shall be the next winner. For example, if the 156th contest winner is disqualified, the 155th qualified contest entry will be the next 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.

6.9. The eligible recipients of the Prizes will be informed by phone or email by the Programme Centre.

**7. Claiming a Gift/Prize.**

7.1. Gift/Prize recipients may be required to sign and return a Declaration and Release Form which, among other things, releases Kaspersky, the sponsor of the Gifts/Prizes, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion and Contest, and acceptance and/or use of the Gifts/Prizes and confirms his/her compliance with applicable terms and conditions.

**7.2. Claiming a Gift**

7.2.1. Gifts will be sent via email to recipients by the Programme Centre within 4 weeks from the date of submission.

**7.3. Claiming a Prize**

7.3.1. Prizes will be sent via email to winners by the Programme Centre within 4 weeks from the date of the email notification to the winners.

7.4. Gift/Prize recipients must provide your EMAIL ADDRESS in your submission ACCURATELY.

- 7.5. Kaspersky shall not be responsible for any error in sending the Gifts/Prizes via email caused by inaccurate details provided by the Gift/Prize recipients. No resending of Gifts/Prizes will be entertained.
8. Kaspersky shall not be responsible for any printing or typographical errors in any materials or for registrations, 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 Promotion and Contest. Proof of submission shall not constitute proof of receipt by Kaspersky. If any information provided on a submission is found to be false, misleading or inaccurate, that entry shall be deemed invalid.
9. Goods as Gifts/Prizes. Where Gifts/Prizes under the Promotion and Contest are items/goods, they shall be subject to availability and may not be substituted for cash. Kaspersky reserves the right to offer alternative Gifts/Prizes of similar monetary value, without prior notice. If Gifts/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, Gifts/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.
10. 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 Gifts/Prizes shall be fully borne by the participant.
11. Kaspersky, its related and associated companies, and its agencies and companies associated with this Promotion and Contest disclaim any and all liability arising from this Promotion and 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 Promotion and Contest, submission and/or usage of Gift(s)/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 Promotion and Contest, whether in contract, tort or otherwise.
12. 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 Promotion and 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.
13. The participant hereby grants Kaspersky the right to use, keep, share and / or publish any personal information you have provided for purpose of this Promotion and 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](https://go.kaspersky.com/Global-Unsubscribe_NB.html?mkt_unsubscribe=1).
14. Kaspersky decision is final and binding. In the event of any dispute arising from the Promotion and Contest, or relating to the interpretation of these Terms and Conditions, the decision of Kaspersky on all matters pertaining to the Promotion and Contest shall be final and binding on all parties. No correspondence will be entertained.

15. 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 Promotion and Contest. Dishonesty includes, but is not limited to, counterfeiting invoices, receipts or confirmation order emails, using multiple identification numbers, tampering with, hacking of the Promotion and Contest sites (if any), participating in the Promotion and Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion and Contest, use of the Promotion and Contest beyond the defined rules of the Promotion and Contest, attempting to disable or overwhelm any of Kaspersky websites or the Promotion and Contest sites (if any), attempting to disrupt any portion of the Promotion and 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 PROMOTION AND 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.**

16. 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.
17. Modification of these Terms and Conditions, etc. Kaspersky may modify these Terms and Conditions and/or withdraw or terminate the Promotion and Contest at any stage without any liability towards anyone.
18. 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.
19. 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.
20. Laws. The Promotion and Contest shall be governed by and interpreted in accordance with the laws of the Philippines. The Promotion and Contest are void where prohibited or restricted by law, and are subject to all applicable laws.

## APPENDIX 1

List of participating Kaspersky's Official Partner e-Stores:

<b>Participating Kaspersky's Official Partner e-Stores</b>	<b>Web Page Address</b>
Kaspersky Philippines Authorized Partner Store	<a href="https://kasperskyph.com/">https://kasperskyph.com/</a>
Kaspersky Philippines Authorized Partner Store	<a href="https://www.lazada.com.ph/shop/kaspersky-philippines">https://www.lazada.com.ph/shop/kaspersky-philippines</a>
Kaspersky Philippines Authorized Partner Store	<a href="https://shopee.ph/kasperskyphilippines">https://shopee.ph/kasperskyphilippines</a>
PC Chain Official Online Store	<a href="https://www.lazada.com.ph/shop/pc-chain/">https://www.lazada.com.ph/shop/pc-chain/</a>
Vivocom Technologies Inc.	<a href="https://www.lazada.com.ph/shop/vivocom-technologies-inc">https://www.lazada.com.ph/shop/vivocom-technologies-inc</a>
JW Summit Official Store	<a href="https://www.lazada.com.ph/shop/jw-summit">https://www.lazada.com.ph/shop/jw-summit</a>
PCR Technologies (pcrtechph)	<a href="https://www.lazada.com.ph/shop/pcrtechph">https://www.lazada.com.ph/shop/pcrtechph</a>
PC Express	<a href="https://www.lazada.com.ph/shop/pc-express">https://www.lazada.com.ph/shop/pc-express</a>
PC Express	<a href="https://pcx.com.ph/kaspersky/">https://pcx.com.ph/kaspersky/</a>
PCWorx	<a href="https://www.pcworx.ph/">https://www.pcworx.ph/</a>