

## Contest Terms

### 1. Introduction

These Contest Terms (the "Terms") shall apply to any contest on or via <https://saferkidsonline.eset.com/au> (the "Website").

A new contest („Contest“) will start every calendar month, starting on the first day of the month and ending on the last day of the month at 23:59 ("Closing day").

Each Contest may be subject to specific details and, if applicable, additional terms ("Additional Terms") as stipulated on the Website.

By entering and participating in any Contest you are deemed to have accepted these Terms, which may be subject to change. Any updates will be displayed on the Website.

NSW Permit No. LTPM/20/05602

### 2. The Contest Provider

The organizer of the Contest(s) is ESET Software Australia Pty Ltd ("Provider"). Contact details - <https://www.eset.com/au/about/contact/>

### 3. The Contest Objective

The objective of the Contest is to help to educate the children in an engaging way about the important cyber threats they may come across when using the internet.

### 4. Participation Requirements

The Contest is open to children between 5 and 16 years old residing in Australia, represented exclusively by parent or legal guardian accepting the Terms and complying with the Contest by submitting the details as requested („the Contestant“).

Contestant's parents or legal guardian at the period of Contest(s) duration cannot have employment relations to Provider, its organizational entities or any of the Provider affiliate companies of Provider's group.

To enter the Contest, Contestant(s) must answer the quiz question published on the Website by sending an answer by email. Entries will be considered incomplete and thus disqualified if the Contestant(s) does not provide all requested information.

The answer must be provided by 11:59 pm of the Closing day. Any entries that arrive any later than the specified time, will not be considered. Number of Entries is not limited.

### 5. Winners and Prizes

From 1 June to 31 December 2020, a prize winner will be drawn each month. There will be one prize per month to one winner. The prize draw will occur within three days after the Closing day. The prize winner(s) will be selected on a random drawing basis from all Contestants who correctly answered the quiz question (“the Winner”).

The Winner(s) will be notified via e-mail within 30 days from the Closing date by email on the email address that they entered the Contest with. If the Winner does not respond to the notification within five (5) business days, another Winner will be chosen. Failure to respond within the time frame listed above shall mean that the provisional Winner forfeits the prize. Delivery will be arranged by Provider upon receiving valid verification. Delivery can take up to 30 days from receiving the valid verification. This might be subject to change at Provider’s discretion.

There is one prize allocation per each Contest.

The prize will be a tech accessory in the value of up to \$150 AUD. No individual prize will exceed \$250.

No cash or other prize substitution shall be permitted except at Provider’s discretion. The prize is non-transferable. Provider reserves the right to substitute the prize with other prizes of similar value in the event that the original prize offered is not available.

- First potential commencement date: 01/06/2020  
Last potential closing date: 31/01/2021  
Last potential draw date: 15/02/2021  
Last potential publication date: 15/03/2021  
Last potential unclaimed prize draw date: 15/03/2021
- Last potential unclaimed prize publication date: 15/04/2021

The total prize pool is capped at \$5,000

No prohibited prizes will be given away.

Provider reserves the right not to give away any prize if no Winner is found.

## **6. Personal Data Protection**

The Contestant acknowledges that his/her personal data will be processed in compliance with Australian Privacy Act 1988 regulations, and per ESET Australia Privacy Policy. [www.Eset.com/au/privacy](http://www.Eset.com/au/privacy). Provider will use such personal data for the sole purpose of the prize draw and prize fulfilment.

- Personal information of the Contestants will not be made available to any third party.
- Personal data of the Contestants will be kept only for the time necessary for the evaluation of the Contest as a contractual requirement.

- Personal data of Winners may be stored for a longer period, but the retention period will not exceed the statutory time required by applicable NSW tax law and lotteries competition permit regulations.

The Contestant acknowledges that the results of Contest shall be published by Provider on its website and/or social media accounts including the name and surname, results of winning Contestant with photos/videos from the awarding ceremony. In the event of accepting the prize, Provider reserves the right to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Usage of cookies is limited to ones that are necessary for operation of the Website. Any other cookies are subject to Contestant's consent.

As the data subject, the Contestant is entitled to the following rights: (a) the right of access to personal data from Provider as data controller, (b) the right to rectify incorrect data (as well as the right to update incomplete data), (c) the right to erasure of personal data (d) the limitation of processing and the right to object to processing as well as (e) the right of portability; and (f) the right to lodge a complaint with the supervisory authority.

Contestant can contact the Data Protection Officer at [saferkidsonline.au@eset.com](mailto:saferkidsonline.au@eset.com) or address of Provider.

## **7. Final Provision**

Provider is not responsible for the Contestant's conduct that is inconsistent with these Terms. Provider reserves the right to exclude a Contestant who does not qualify for the entry and withdraw any prizes that have been won by such Contestant.

Provider reserves the right to terminate the Contest(s) at any time in the event of circumstances beyond Provider's reasonable control.

Provider does not accept any responsibility for entries interrupted by the poor internet connection, miscommunication or other electronic malfunctions.

Provider does not accept any liability for prizes and each prize falls under the specific product warranty of that particular manufacture. Prize winners are required to contact the manufacture with any issues or complaints about such product.

The name of the Winner(s) can be made available on request.

## **8. Contact**

Should Contestants require further information, they can contact Provider electronically on [saferkidsonline.au@eset.com](mailto:saferkidsonline.au@eset.com) or by post on the postal address of the Provider.