

## **Terms and Conditions of the Contest**

### **Contest sponsor**

AVAST Software s.r.o., a company duly organized and existing under the laws of the Czech Republic, Identification No. 02176475, with its registered office at Budějovická 1518/13a, 140 00 Prague 4, Michle, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague in Section C, Insert 216540 ("AVAST Software").

### **Participant**

Any fan of the Facebook page of Softonic (<https://www.facebook.com/softonic>), who enters the contest during the Offer Period and comments on the post with the hashtag #ILoveAvast and shares the post. Obscene, provocative or otherwise inappropriate content will not be considered. We retain sole discretion as to what constitutes inappropriate content.

### **Winner**

Any Participant that met all conditions described in these Terms and Conditions to be awarded a Prize (on the basis of the conditions described below in Section "How to win a Prize?").

### **Offer Period**

This contest commences on 7th February, 2017, and closes 13th February, 2017, at 11:59 p.m. CET.

### **How to win a Prize?**

Each Participant must:

1. Like the Facebook page of Softonic (<https://www.facebook.com/softonic>)
2. Comment on the post using the hashtag #ILoveAvast
3. Share the post

The Prize will be awarded to the Participant whose entered the contest in the Offer Period. The winner will be drawn randomly after 13th February, 2017, at 11:59 p.m. CET.

Softonic reserves the right to disqualify any Participant who attempts to unfairly influence the results or behaves inappropriately in any other way without notice.

**Prizes**

1 x Smartphone - Samsung Galaxy S7

**Prize Eligibility**

Any Participant except Excluded Participants (see below).

**Excluded Participants**

- Employees of Softonic and AVAST Software and their close relatives (parents, siblings, children, or spouse)
- Softonic and AVAST Software business partners, agencies, distributors, and their employees

**Prize Delivery**

The Winner shall receive the Prize within sixty (60) days of Softonic receipt of the details of the Winner mentioned in Section "Participant" above.

AVAST Software shall deliver the Prize using reasonably reputed parcel service. AVAST Software shall bear the shipping costs.

AVAST Software is not responsible for any damage caused to the Prize during delivery, nor for non-delivery of the Prize caused by the parcel service or by theft, fraud or other criminal act or by force majeure.

Prizes are non-refundable. AVAST Software shall not provide any alternative award in any case.

The Prize is neither transferable nor exchangeable.

Winners are exclusively responsible for declaring the Prize (mainly any taxes levied in relation to the delivery or receipt of the Prize) to their local financial authorities if they are required to do so according to applicable laws and regulations.

**How to Collect the Prize**

The Prize will be mailed out to the respective Winner after the Winner has provided Softonic with a valid mailing address.

Winners of the Prize shall be sent an direct message via Facebook, asking them to provide the shipping address. To be eligible to collect the Prize, the Winner must reply to the notification within thirty (30) days from the date of the notice.

Winner's reply must contain all of the following:

- (a) confirmation that the Winner has full legal capacity in the country of Winner's residence and that he/she is not less than 18 years age;
- (b) explicit confirmation that the Winner agrees to these Terms and Conditions;
- (c) shipping address to which the Prize is to be delivered;

Softonic may not and shall not be held responsible for any non-delivery of the notification to the Winner or failure to receive the reply thereof due to any technical reasons, including but not limited to spam filters, full mailbox or incorrect email address. If you receive the notification and send your reply, and do not receive the Prize in reasonable time thereafter, please contact Softonic to make sure that Softonic received your reply.

## **General and legal**

Softonic decision is final with respect to all matters relating to awarding of the Prize and shall not be subject to review or appeal by any Participant or by any third party.

Participation in the contest is considered as Participant's consent that Softonic and AVAST Software may contact such Participant.

By participation within the contest each Participant unreservedly agrees to these Terms and Conditions which govern this contest and the awarding of the Prize.

By participation within the contest each Participant agrees to release, discharge and hold harmless Softonic and AVAST Software, its legal representatives, affiliates, subsidiaries, agencies and their respective officers, directors, employees and agents from any damages whatsoever suffered or sustained in connection the contest or the acceptance of the Prize.

Softonic and AVAST Software reserves the right, at any time, to verify the validity of claims of any Participant (including such Participant's identity, age and address) and to disqualify any Participant who submits a claim for a Prize that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by Softonic or AVAST Software to enforce any of its rights at any stage does not constitute a waiver of those rights.

Softonic or AVAST Software reserves the right to change these Terms and Conditions or cancel or suspend this contest at any time, in its sole discretion, for any reason and without any resulting responsibilities or liabilities towards Participants.

The Prizes are not legally enforceable and cannot be claimed by means of court or arbitration action. Softonic and AVAST Software alone has the capacity to decide on any claims, complaints and other issues related to this contest and its decision therein shall be final and non-appealable.

The Participant gives his/her express consent with using, processing, retention and maintenance of his/her personal data by Softonic and AVAST Software, for the purpose of the contest and in scope necessary for fulfilment of the purpose of the contest under these terms and conditions. This consent is given for unlimited period.

For any information related to this promotion please contact Softonic: <http://get-support.softonic.com/customer/es/portal/emails/new>