

# Legal Terms and Conditions of the Draw

## Object, Dates and Scope

Rocky Bytes, website of Parsec Media S.L., via its Twitter account [https://twitter.com/Rocky\\_Bytes](https://twitter.com/Rocky_Bytes), will be running a competition titled “Get a Call of Duty: Advanced Warfare full game Steam key for FREE” in which Twitter users of legal age residing in Spain that are followers of @Rocky\_Bytes will be able to participate.

## Name of the promotion

Get a Call of Duty: Advanced Warfare full game Steam key for FREE.

## Description and structure of the promotion

To participate in the promotion, interested internet users must access the webpage [https://twitter.com/Rocky\\_Bytes](https://twitter.com/Rocky_Bytes). After accessing the page, users must login to Twitter if they have not already done so, or create an account if they do not have one.

Participants must:

- Become a follower of @Rocky\_Bytes if they are not one already by clicking on the “Follow” button.
- Search for the tweet announcing the draw and retweet it.
- Follow @Rocky\_Bytes for at least the duration of the promotion.

Out of all of the participants in the competition, 5 Steam keys will be awarded via a raffle for the game Call of Duty: Advanced Warfare.

Winners will be selected impartially, in full compliance with the law, via the website <http://www.twitterdraw.com/>, which is designed to randomly choose usernames following a specific twitter page.

The winners will be announced on Twitter on the official account of Rocky Bytes at [https://twitter.com/Rocky\\_Bytes](https://twitter.com/Rocky_Bytes). The winners will be contacted via Twitter and asked to provide their e-mail address, which will then be used to award the prize.

## Place and duration of the promotion

This competition will be valid around the world from 06:00 a.m. EST on Thursday 13<sup>th</sup> November, 2014 until 06:00 a.m. EST on Tuesday 25<sup>th</sup> November, 2014, inclusive.

On 25<sup>th</sup> November, 2014, 5 winners of Steam keys for the game Call of Duty: Advanced Warfare will be selected.

## **Prize**

The prize consists of 5 Steam keys for Call of Duty: Advanced Warfare.

On 25<sup>th</sup> November, 2014, Rocky Bytes, the organizer of the competition, will contact the winners via Twitter to inform them that they have been awarded the prize and to request that they provide their e-mail address. After receiving their e-mail addresses, Rocky Bytes will contact the winners by e-mail to inform them that they have been awarded the prize and to explain how they can redeem it.

After notification via both Twitter and e-mail, the winners will have 10 calendar days to respond to each of the messages.

In the case that any of the winners fail to accept the prize within the aforementioned period or fail to comply with all or part of the Competition rules, or should they be unable or unwilling to accept the prize, the winner in question will be disqualified.

In the case of a winner being disqualified, the selection of a new winner will take place using the same process previously stated.

The prize cannot be exchanged for cash or any other prize.

## **Data protection**

Participants give their consent for the personal data they provide to be included in a file for which Parsec Media S.L. is responsible, which they will use to run the promotional Competition, contact the winners and send them the prize, and to send further messages from Rocky Bytes and any other company belonging to Parsec Media S.L. The data will be treated confidentially and in full compliance with the Law 15/1999 of the Data Protection Act (LOPD) and its development regulation.

Participants attest to the truthfulness, accuracy, validity and authenticity of their personal information, exempting (Rocky Bytes) Parsec Media S.L. from any resulting responsibility.

The owner of the data may exercise their right to access, rectify and cancel it via written request, making sure to include a copy of their official identification card/document and writing "Ref. Protección de Datos" on the envelope, to the following address: Parsec Media S.L., Av. Cerdanyola 79-81, 1-7, 08172 Sant Cugat del Valles. This request can also be sent by e-mail to: [contact@parsec-media.com](mailto:contact@parsec-media.com).

## **Control and security regulations**

Rocky Bytes reserves the right to adopt any measures that it deems appropriate to prevent conduct that it suspects as fraudulent, not in compliance with the competition rules, or detrimental to other participants. The immediate consequence will be the exclusion of the participant and the loss of any right to claim the prize.

It is not permitted to create or have more than one Twitter profile. Rocky Bytes reserves the right to annul, ban, disqualify or to not include in the calculation profiles suspected of any attempt to participate fraudulently, including but not limited to, the attempt of an

individual to register more than one Facebook user account, the creation of false profiles, or identity theft. Additionally, Rocky Bytes reserves the right to pass on any suspicions to the company responsible for the Facebook platform so that it can take the appropriate measures. Likewise, Rocky Bytes reserves the right to take any appropriate legal action.

Rocky Bytes reserves the right to remove and exclude from the competition/draw any response sent by participants.

Rocky Bytes reserves the right to exclude entries that contain pornographic or sexually explicit material.

### **Responsibility limitation**

- Rocky Bytes is not responsible for failures of or interruptions to the Internet connection, the website [https://twitter.com/Rocky\\_Bytes](https://twitter.com/Rocky_Bytes), modems, electronic communication networks, software or hardware, nor for possible errors relating to the entry and/or processing of responses, notifications or personal data. Should any such problems or incidents arise, Rocky Bytes will do everything in its power to correct them as soon as possible, however, it does not assume any responsibility for such occurrences.

- Rocky Bytes assumes no responsibility for loss or damage of any nature that, despite security measures, may result from the inappropriate use of services and content by users, and, in particular, although not limited to, for loss or damage that may result from identity theft of a third party by an account holder.

### **Further promotion rules**

- The mere act of participating in this competition implies the acceptance of these Terms in their entirety and the interpretive criteria of Rocky Bytes regarding the resolution of any issue resulting from this competition. Therefore, any protest that implies that these Terms have not been accepted will result in the exclusion of the participant and, as a result, Rocky Bytes will be released from complying with any contracted obligation regarding the participant.

- Rocky Bytes reserves the right to introduce changes to the structure or functioning of this Promotion at any time and/or to terminate it early if necessary, with just cause, without being held responsible. Nevertheless, these changes will be duly announced on the competition webpage [https://twitter.com/Rocky\\_Bytes](https://twitter.com/Rocky_Bytes) and via other mediums. Rocky Bytes will do everything possible to avoid any changes disadvantaging participants in regard to others.

- By participating in this promotion you are recognizing and accepting that the intellectual property rights to the material of this promotion correspond to Rocky Bytes. Unauthorized reproduction, distribution or transformation of any marketing or promotional material constitutes a violation of the intellectual property rights of the owner.

- The following are not permitted to participate in this promotion:

- a. Rocky Bytes shareholders, directors and employees.
- b. Spouses, children, parents or other persons that are financially dependent on those listed in the above clause.
- c. Any person that has participated in the preparation of this promotion.

### **Interpretation of the terms and conflict resolution**

The interpretation of and non-compliance with these Terms will be ruled in accordance with Spanish law. Any conflict resulting from the interpretation of or compliance with these terms will be submitted to the Courts and Tribunals of the city of Barcelona.