

AFFILIATE COMPETITION (PARTNERS)

Terms and Conditions

1. All iolo's Terms of Service apply.
2. Bonus amounts are subject to iolo's sole discretion, based on evaluation, and meeting the criteria defined [here](#). Participation constitutes your consent to the campaign's terms as defined below and to the Legal Disclaimer.
3. This promotion is subject to availability and may be withdrawn or amended without notice at any time at iolo's sole discretion.
4. For any technical issues, please contact our [affiliate team](#).

Legal Disclaimer and Disclosure

1. This campaign (the "Campaign") is not affiliated with, sponsored by or endorsed by any other person or entity other than RealDefense LLC / iolo. Trademarks and logos, including the brand names of products, are the property of their respective owners.
2. By participating, each participant agrees to comply with these terms and conditions (the "T&C's") and agrees that we are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Campaign or by any technical or human error that may occur in the processing of entries in the Campaign. iolo assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of, the web site, or any technical failure or malfunction, or any injury or damage to any person or property.
3. All taxes, duties, fees or other expenses associated with the prize are the sole responsibility of the recipient.
4. We may collect personal information about participants online, in accordance with our Privacy Policy (which can be found at <https://www.iolo.com/company/legal/privacy/> and is incorporated herein by reference) and as may be more specifically set forth in the T&C's. By participating in the Campaign, participants irrevocably consent to our collection and use of their personal information and acknowledge that they have read and accepted the T&C's and our Privacy Policy.
5. By accepting a prize in the Campaign, each winner grants to iolo, where permitted by law, the right to use and publish (worldwide, via the Internet and otherwise) his/her name, city and state of residence, portrait, image, picture, voice, likeness and comments for advertising, trade and promotional purposes without prior notification, review or approval and without payment or consideration.
6. IN NO EVENT WILL IOLO BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF: (1) PARTICIPATION IN THE CAMPAIGN, (2) THE NATURE OR QUALITY OF ANY GIVEAWAY AWARDED, (3) PARTICIPANT'S ACCESS TO OR USE OF IOLO'S WEB SITES OR THIRD-PARTY APPLICATIONS, OR (4) THE ACCESSING, DOWNLOADING AND/OR PRINTING OF ANY MATERIAL AVAILABLE ON SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING OFFERED ON IOLO'S WEB SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR

EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

Each participant hereby remises, releases and forever discharges iolo and its affiliates, partners, prize providers, advertising agencies, directors, officers, employees, representatives and shareholders from any and all liabilities arising or relating to the Campaign, and hereby indemnifies and holds harmless iolo from and against all claims, liabilities, damages or losses of any kind. Both the foregoing release and indemnity includes injury, death and property loss, arising from or in connection with: (i) acceptance, possession, use or misuse of any prize; (ii) participation in the Campaign or any Campaign-related activity, as well as claims based in whole or in part, directly or indirectly, upon receipt, enjoyment, ownership, possession, use, misuse or inability to use any prize; (iii) whether under contract, tort (including negligence), warranty or any other applicable sources of law; (iv) any condition caused by events beyond iolo's control that may cause the Campaign to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Campaign; and (vi) any printing or typographical errors in any materials associated with the Campaign.

If, for any reason, the Campaign is not capable of running as planned because of circumstances including unauthorized intervention, fraud, technical failures, or any other causes, which, in iolo's sole discretion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Campaign, iolo reserves the right to cancel, terminate, modify or suspend the Campaign and to select winners, if any are selected, from entries received prior to the occurrence of such cause. iolo may disqualify any participant who tampers with the entry process or operation of the Campaign or who violates the T&C's.

ANY ATTEMPT BY AN PARTICIPANT OR ANY THIRD PARTY TO CIRCUMVENT, TAMPER, DISRUPT OR DAMAGE THE CAMPAIGN ENTRY PROCESS, THE IOLO WEBSITES OR SYSTEMS, DEFRAUD OR GAIN AN UNFAIR ADVANTAGE, ENGAGE IN UNSPORTSMANLIKE, DISRUPTIVE, ANNOYING, HARASSING OR THREATENING CONDUCT, OR OTHERWISE UNDERMINE THE FAIRNESS, INTEGRITY AND LEGITIMATE OPERATION OF THE CAMPAIGN, WILL RESULT IN AUTOMATIC DISQUALIFICATION FROM THE CAMPAIGN AND MAY CONSTITUTE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IOLO RESERVES ALL RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES), TO THE FULLEST EXTENT OF THE LAW, INCLUDING THE POSSIBILITY OF REFERRAL FOR CRIMINAL PROSECUTION.

By registering to enter the Campaign, each participant acknowledges he/she has read, understands and will abide by the T&C's. All issues and questions concerning the construction, validity, interpretation and enforceability of the T&C's, and the rights and obligations of participants and of iolo in connection with the Campaign, shall be governed by and in accordance with the laws of the State of California, without regard to conflict of laws principles.

7. Dispute Resolution:

Negotiation. Prior to initiating any proceeding arising out of or relating to the T&C's, the initiating party (be it an participant or iolo) shall provide the other party with written notice of his/her/its claim or claims (the "Initial Notice"). Following receipt of the Initial Notice, the parties shall attempt to amicably resolve the claim or claims for a period of thirty (30) days. Each party shall appoint a single individual to be a point of contact during the negotiating period. Nothing in the foregoing shall prevent either party from amending claims and/or asserting counterclaims in any action or proceeding that is initiated if negotiations relating to the Initial Notice are unsuccessful.

Arbitration. Any and all disputes or claims arising under or relating to the Campaign and/or the T&C's shall be resolved by arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration"). The Arbitration shall take place in the City of Los Angeles, the State of California, in the U.S.A., and the official language of the

Arbitration shall be English. The arbitrator shall issue a written, reasoned decision accompanying any award within sixty (60) days of the completion of the arbitration hearing.

RealDefense LLC / iolo



Address: 150 S. Los Robles Avenue, Suite 400, Pasadena, CA 91101 U.S.A

Should you have any questions please contact us:

tel.: + 1-805-624-5669

e-mail: affiliates@iolo.com