

## TERMS FOR ESET CHALLENGE

**ESET CHALLENGE.** These Terms for ESET Challenge ("Terms") constitute a special agreement between ESET, spol. s r. o., having its registered office at Einsteinova 24, 85101 Bratislava, Slovak Republic, Business Registration Number: 31333532 ("ESET") and you, a natural person ("You" or "Challenge Participant") who participate in technical and/or nontechnical challenge ("Challenge") published by ESET.

PLEASE READ THESE TERMS CAREFULLY.

**FEEDBACK.** ESET has not agreed and does not agree to treat as confidential any suggestion or idea provided by discloser participating in Challenge, Challenge Participant, published by ESET (any "Feedback"), and nothing in this Challenge or in the parties' dealings arising out of or related to this Challenge will restrict ESET's right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensating Challenge Participant.

**NO IP.** Without limiting the generality of the foregoing, Challenge Participant agrees that its provision of Feedback does not give it any intellectual property or any other right, title, or interest in or to software, inventions, or other assets created by ESET, even if such Feedback leads ESET to create the software, invention, or other asset. This Section FEEDBACK does not give ESET a license to any patent or copyright Challenge Participant may have in Feedback.

**NO OBLIGATIONS RE FEEDBACK.** ESET shall have no obligation to incorporate Feedback into any product or service, and Challenge Participant shall have no obligation to provide Feedback.

**NO PART OF HIRING PROCESS.** The Challenge Participant acknowledges that participating in the Challenge shall not be part of hiring process and his/her Feedback and ESET's response on it (if applicable) shall be not a base for hiring and/or recruiting process by any means.

**DATA PROTECTION.** The Challenge Participant acknowledges that his/her personal data contained in Challenge will be processed by ESET exclusively for the purpose of this Challenge. Personal information of Challenge Participant will not be provided or made available to any third party. The personal data of the Challenge Participant will be kept exclusively for the time necessary for the evaluation of the Challenge as a contractual requirement.

As the data subject, the Challenge Participant is entitled to the following rights:

- a. the right of access to personal data from ESET 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 processing as well as,
- e. the right of portability, and
- f. the right to lodge a complaint with the supervisory authority.

The Challenge Participant can contact the Data Protection Officer at [dpo@eset.sk](mailto:dpo@eset.sk) or address of ESET. More information concerning protection of personal data is available at privacy section of ESET website <https://www.eset.com/int/policy-hub/privacy/>

**GOVERNING LAW AND LANGUAGE.** These Terms shall be governed by and construed in accordance with Slovak law. You expressly agree that exclusive jurisdiction for any claim or dispute with ESET or relating in any way to your participating in the Challenge or arising from these Terms resides in District Court Bratislava I, Slovakia and You further agree and expressly consent to the exercise of the personal jurisdiction in the District Court Bratislava I in connection with any such dispute or claim. If any discrepancies between the language versions of these Terms occur, the English version available here shall always prevail.

**GENERAL PROVISIONS.** ESET reserves the right to revise these Terms or any portion thereof at any time by updating the relevant document to reflect changes to the law or changes to Challenge. You will be notified about any revision of these Terms by email or via Challenge website. If You disagree with the changes to these Terms, You may cancel your participating in the Challenge and/or unparticipating in the Challenge at all. Unless You cancel your participating in the Challenge and/or unparticipating in the Challenge after being notified about the changes, You are bound by any amendments or revisions of these Terms. You are encouraged to periodically visit this page to review the current Terms that apply to your participating in the Challenge.

**NOTICES.** All notices must be delivered to: ESET, spol. s r. o., Einsteinova 24, 85101 Bratislava, Slovak Republic.