



VICTORINOX BREAK THE CODE CONTEST

Official Rules

These are the Official Rules governing the Victorinox “Break the Code” challenge (“the Challenge”). The Challenge is promoted by Victorinox Retail UK Limited (“Victorinox”). To register to participate in the Challenge you must agree to be subject to and to comply with these Official Rules and the decisions of the Challenge judges, which will be final and binding in all matters relating to the Challenge.

1. How to Enter.

(a) Eligible individuals have two ways to register to enter the Challenge: (i) Go to the London flagship Victorinox store at 95-96 New Bond Street, London W1S 1DB (during opening hours) during the period **11th March 2010 to 12pm on 24th March 2010** (“**Registration Period**”) and submit a paper registration form; or (ii) visit www.victorinox.com during the Registration Period and submit a registration online.

(b) **Please note:** The Challenge will run over the period **10am to 6pm on 25th March 2010 and 26th March 2010** (“the **Challenge Period**”). Each day of the Challenge Period has four time slots (each a “**Challenge Slot**”). Each Challenge Slot will be two hours in length. These are set out below.

- 10am to 12pm on 25th March 2010
- 12pm to 2pm on 25th March 2010
- 2pm to 4pm on 25th March 2010
- 4pm to 6pm on 25th March 2010
- 10am to 12pm on 26th March 2010
- 12pm to 2pm on 26th March 2010
- 2pm to 4pm on 26th March 2010
- 4pm to 6pm on 26th March 2010

Only the first **twenty-four** eligible entrants to complete their registration (online or in-person) will be able to participate in the Challenge. These entrants will be allocated a Challenge Slot by the organisers of the Challenge (“the **Organisers**”) and notified of their slot by email and/or telephone (at the contact details supplied in their registration form) from **12pm on 24th March 2010**. Once there are **twenty-four** eligible entrants registered, (“**Qualifying Entrants**”), no further entrants will be accepted (provided that if an entrant is later discovered not to have been eligible **or does not accept their place by 6pm on 24th March 2010**, then the Organisers may (but will not be obliged to) accept further registrations (and will notify such further entrants as soon as is reasonably possible)).

(c) If a Qualifying Entrant is not present at his/her work station at least fifteen minutes prior to the start of his/her allocated Challenge Slot or leaves early without completing the Challenge, that Qualifying Entrant will be disqualified and the Organisers may (but will not be obliged to) award the remaining time of the Challenge Slot to another Qualifying Entrant.

(d) Only one registration may be made per person. Only fully completed registration forms received during the Registration Period will be eligible. Victorinox shall not be responsible for lost, late, illegible, stolen, or incomplete registration forms, which will not be accepted, or for



problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt of registration by Victorinox.

2. Eligibility.

- (a) To be eligible to register for the Challenge, you must be a legal resident of the United Kingdom and aged 16 or older as of the date of entry.
- (b) Employees, officers and directors of Victorinox and/or its parent companies, subsidiaries, affiliates, partners and any advertising and promotion agencies, manufacturers or distributors appointed in relation to operating/promoting the Challenge and (i) their immediate families (parents, children, siblings, spouse) and (ii) members of the same household (whether related or not) are not eligible to enter.

3. The Challenge.

- (a) Victorinox will be presenting the new Victorinox Secure/Presentation Master Family of USB sticks (“**Sticks**”) with capacities of up to 64 GB and unique security software at the London flagship Victorinox store on 25th and 26th March 2010. Qualifying Entrants will have the two hours of their Challenge Slot to test the security of the Sticks on the high performance workstation (running Windows 7 or Linux) allocated to them. The equipment can be booted using either Windows 7 (64 bit edition) or Linux. The Challenge will take place on one notebook and two desktop PCs. The notebooks will have dual layer DCVD drives and the desktops will have Blu-Ray combo drives. All equipment will be fitted with Intel Core 7i CPU and Nvidia GeForce graphic card. **All computers also have Internet access.**
- (b) The Organisers will reset the equipment after every attempt and remove traces of the previous Qualifying Entrant’s attempt. Qualifying Entrants are permitted to install their own software and hardware. Victorinox will not however accept any liability for a Qualifying Entrant’s software and hardware and such use will be at the Qualifying Entrant’s own risk.
- (c) Each Qualifying Entrant will be given a Stick from normal series production on which, under the judges’ supervision, a file has been archived in the secure area. The Challenge is to open this file in clear text (meaning that it must be possible to read the unencrypted content without using the password/fingerprint) and to record the method employed in a format that enables the judges to repeat the process of opening the file in clear text. The winner will be the fastest Qualifying Entrant to complete the Challenge (“the **Winner**”).
- (d) In the event that a Qualifying Entrant triggers the internal self-destruct mechanism installed in his/her Stick, Victorinox will (subject to availability) replace the Stick and the Qualifying Entrant may at the judges’ discretion continue with his/her attempt for the remaining available time. The Qualifying Entrant will not be provided with additional time beyond his/her Challenge Slot unless the judges (in their sole discretion) elect to do so.
- (e) In the event of hardware failure during the Challenge, the affected Qualifying Entrant(s) will, if reasonably possible, be allocated to an alternative available workstation. If no such workstation is available, the affected Qualifying Entrant(s) will forfeit their participation in



the Challenge. Qualifying Entrants thereby affected shall have no recourse including but not limited to the receipt of any type of compensation.

4. Prizes.

- (a) The Winner of the Challenge (if any) will win a prize of £100,000 (“the **Grand Prize**”). For the avoidance of doubt, Victorinox is not required to award the Grand Prize if no Qualifying Entrant successfully completes the Challenge.
- (b) Each Qualifying Entrant who participates in the Challenge and is not disqualified will receive a “thank you” gift from Victorinox, which shall be a Victorinox Cybertool Lite (“**the Gift**”).
- (c) Victorinox reserves the right to substitute a prize or gift of equal or greater value in the place of either the Grand Prize or the Gift. The Grand Prize and Gifts are non-transferable. The Winner and Qualifying Entrants will not be able to request an alternative prize/gift.
- (d) All expenses incurred in registering for the Challenge and participating in the Challenge are the sole responsibility of the entrant.

5. Notification.

- (a) The winner of the Grand Prize (if any) will be contacted on the telephone number/at the email address notified to Victorinox in the entrant’s registration form and will be required to sign and return an Affidavit confirming their eligibility and intellectual property releases etc as set out in these Official Rules within five calendar days of notification.
- (b) Victorinox reserves the right not to award the Grand Prize unless the Affidavit is returned by this date and (at its discretion) to award the Grand Prize to the second fastest person to complete the Challenge (if any) and return a signed Affidavit.
- (c) The name and county of the winner of the Grand Prize will be published at www.victorinox.com from 7th April 2010 to 31st June 2010.

6. Conduct.

- (a) Qualifying Entrants must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanour to all Qualifying Entrants and Organisers.
- (b) Qualifying Entrants who engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Challenge, or obtain winner status using fraudulent means (including bribery), may, in the Organisers’ sole discretion, be disqualified.
- (c) The Organisers specifically reserve the right, at their sole discretion, to disqualify any Qualifying Entrant it finds, in its sole discretion, to be tampering with the entry process or the operation of the Challenge or website.

7. Use of Your Image etc.



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- (a) You agree to participate in any publicity and promotion of the Challenge requested by Victorinox.
- (b) **YOU ACKNOWLEDGE AND AGREE THAT THE CHALLENGE MAY BE VIDEOTAPE, PHOTOGRAPHED OR OTHERWISE RECORDED AND PUBLISHED OR TRANSMITTED BY OR ON BEHALF OF VICTORINOX OR THE MEDIA AND THAT BY ENTERING YOU HEREBY GRANT VICTORINOX THE RIGHT ITSELF AND TO PERMIT THE MEDIA AND OTHER THIRD PARTIES TO VIDEOTAPE, PHOTOGRAPH AND/OR RECORD AND PUBLISH OR TRANSMIT THOSE RECORDINGS OF YOU AND TO USE YOUR NAME, LIKENESS, PHOTOGRAPH, VOICE, BIOGRAPHICAL INFORMATION, ENTRY AND/OR ANY STATEMENTS FOR ANY LEGAL PURPOSE WHATSOEVER INCLUDING ADVERTISING, PROMOTIONAL AND COMMERCIAL PURPOSES WITHOUT NOTICE OR COMPENSATION.**
- (c) **YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL ASSIGN ALL INTELLECTUAL PROPERTY RIGHTS IN YOUR CHALLENGE SUBMISSION (INCLUDING THE RECORD SUBMITTED TO THE JUDGES OF THE METHOD EMPLOYED TO OPEN THE FILE IN CLEAR TEXT AND ANY OTHER CHALLENGE RELATED WORK) AND/OR ANY STATEMENTS MADE BY YOU REGARDING THE CHALLENGE OR VICTORINOX TO VICTORINOX PROMPTLY ON REQUEST BY VICTORINOX.**

8. General Conditions.

- (a) By submitting a registration form, you agree to release and hold harmless Victorinox, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability for any claims, losses, harm, damage, injury, costs or expenses whatsoever which may occur in connection with preparation for, travel to and participation in the Challenge (or exclusion from participation in the Challenge), or possession, acceptance and/or use or misuse of the Grand Prize or the Gift and participation in any Challenge-related activity (eg publicity).
- (b) Victorinox reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend the Challenge where (in its sole discretion) it considers this to be reasonably necessary, including, but not limited to any virus, bugs, non-authorised human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Challenge.
- (c) Victorinox reserves the right to modify these Official Rules at any time on giving notice through its website at www.victorinox.com.
- (d) The Challenge and these Official Rules shall be subject to English law.

9. Promoter.



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The Challenge is promoted by Victorinox Retail UK Limited, Company Number 06209873 (England), 4 Bailey Court, Green Street, Macclesfield, Cheshire SK10 1JQ.