

Red Piranha Servcorp Promotion

Terms and Conditions

ELIGIBILITY

Red Piranha Limited's offer on selected Services ("the Promotion") is offered by Red Piranha Limited ("Red Piranha") to existing Servcorp clients. The promotion comprises of a discount of 25% off the RRP of Participating Services to Servcorp clients internationally, when the Participating Services are purchased during the Promotional Period and are the legal age of majority in their state or country of residence prior to the date of entry. All services are delivered on a remote basis regardless of client location.

PARTICIPATING SERVICES

The Participating Services (or "Service") refers to Red Piranha's Vulnerability Assessment and Penetration Testing Service ("VAPT"), Red Piranha's Virtual Chief Information Security Officer Service ("VCISO"), and Red Piranha's Electronic Chief Information Security Officer Service ("ECISO"), Business Continuity Management ("BCM") and Business Survival Assessment Service ("BSAS"). The Participating Services may be subject to geographical constrictions.

Red Piranha's ECISO requires a Red Piranha's Crystal Eye Appliance with full paid-up license, and neither the Crystal Eye Appliance nor any licenses or Agreements pertaining to Crystal Eye other than the relevant ECISO Service Level Agreement ("SLA") form part of the promotion.

AGREEMENT TO RULES

By participating in this promotion, the participant ("You") agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decision of Red Piranha as final and binding as it relates to the content of this promotion.

PROMOTIONAL PERIOD

This promotion is valid from Monday August 3rd, 2020 at 12:00am Coordinated Universal Time ("UTC") through September 30th 2020 at 11:59pm UTC ("Promotional Period").



HOW TO TAKE ADVANTAGE OF THE PROMOTION

The promotion must be entered into by signing the provided Statement of Works (“SOW”), Service Level Agreement (“SLA”) or Consultancy Agreement, as applicable, with an agreed commencement date for the Services and invoice settled, in full, by the participant, prior to the end date of the Promotional Period. Red Piranha is not liable for any disputes between collaborators related to a Submission for the promotion.

DISCLOSURE IN COMMENTION WITH PUBLICATION

If you choose to promote your participation in the promotion via social media or other channels, you should disclose your connection to transaction. For example, it may be sufficient to include a statement such as #RPServcorp.

ADDITIONAL TERMS

Red Piranha reserves the right to stop the promotion or cancel the promotion without notice at any time. The promotion is subject to all applicable federal, state and local laws and regulations—void where prohibited. The promotion may not be transferred or sold from one entity to another. Red Piranha may disqualify a business found to be violating these terms and conditions. Incomplete, robotic, automatic, programmed, or similar acceptance of the promotion will be disqualified. The authorised representative on behalf of the account on behalf of the company to take advantage of this promotion at the time of acceptance will be deemed to be the participant and must comply with these terms and conditions and enforce them within their company in the event of a dispute.

LIMITATIONS OF LIABILITY AND RELEASE

By taking part of this Promotion, You agree to release and hold Red Piranha harmless and their respective affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s participation in the promotion and/or his/her acceptance, possession, use, or misuse of the Services which form part of this promotion; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorised human intervention in any part of the entry process or the promotion; (v) electronic or human error in the administration of the promotion.



DISPUTES AND JURISDICTION

This promotion is governed by the laws of Australia and Western Australia, without respect to conflict of law doctrines. As a condition of participating in this promotion, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Perth, Western Australia having jurisdiction. Further, in any dispute, under no circumstances shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the participant's actual out-of-pocket expenses (i.e. costs associated with entering the promotion). The participant further waives all rights to have damages multiplied or increased.

PRIVACY NOTICE: All information submitted in connection with this promotion will be treated in accordance with these Terms and Conditions, the respective Service's: SLA, SOW, Consultancy Agreement, Terms of Service ("ToS"), End User License Agreement ("EULA"), and Red Piranha's [Privacy Policy](#).

