

## OFFICIAL RULES OF THE CAMPAIGN

### *“The office alphabet”*

**Period of the Campaign: 17 May 2021, 12:00 pm – 24 June 2021, 23:59 pm.**

On Globalworth’s official Instagram page (<https://www.instagram.com/globalworth/>)

### **SECTION 1. THE ORGANIZER AND THE OFFICIAL RULES OF THE CAMPAIGN**

1.1. The promotional campaign *“The office alphabet”* (hereinafter referred to as *“the Campaign”*) is organized and developed by the company **GLOBALWORTH ASSET MANAGERS S.R.L.**, with its registered office in 201 Barbu Vacarescu Str., Globalworth Tower, 26<sup>th</sup> floor, room 1, district 2, Bucharest, registered with the Bucharest Trade Register Office under no. J40/17685/2006, VAT number RO 14757841, hereinafter referred to as „the Organizer”.

1.2. The campaign shall take place with the support and/or through the advertising agency **Ogilvy & Mather Advertising S.R.L.** (“the Agency”), authorized by the Organizer (as personal data controller), the company’s registered office being on 84-98 Calea Grivitei Str., 2<sup>nd</sup> floor, District 1, Bucharest, The Podium - WPP Campus. Therefore, the Agency, through its representatives, shall coordinate some of the activities of organization and development of the Competition, drawing up these rules as well as operations related to database management (if applicable) and/or the management of the winners (winner validation), the purchase and/or the awarding of the prizes to the winners. The Organizer declares and accepts that the Agency may subcontract to third party providers the activities related to the implementation of the Promotional Campaign, with the Organizer’s prior written consent.

1.3 If third-party subcontractors, by virtue of the contractual obligations undertaken, have access to personal data processed for the good performance of the Campaign or process personal data, they undertake to meet all the obligations set forth in the Rules and all the participants’ rights regarding personal data processing.

1.4. The campaign shall take place according to these rules (hereinafter referred to as “the Rules”), being mandatory for all Participants. The organizer reserves the right to amend or change the Rules, but not before publicly announcing these changes, by the same means as with the initial information, by publishing them at least 24 hours before they become effective. Any amendment/completion shall be made by addendum to these rules, and all changes shall be effective after the date of authentication of each addendum amending these Official Rules.

### **SECTION 2. LEGAL BASIS**

2.1. This Campaign shall take place in accordance with the provisions of the Government Ordinance no. 99/2000 on trading products and services on the market, as subsequently amended.

### **SECTION 3. TERRITORY OF THE CAMPAIGN**

3.1. The campaign is organized and takes place on the territory of Romania and Poland, in accordance with these Rules, in the following online environment:

- the Globalworth Instagram page: <https://www.instagram.com/globalworth/>

### **SECTION 4. PERIOD OF THE CAMPAIGN**

4.1. The campaign starts on 17 May 2021, after 12pm on the Globalworth Instagram page: <https://www.instagram.com/globalworth/> and ends on 24 June 2021, at 23.59pm.

4.2. The Organizer reserves the right to change the date of commencement of this Campaign. The new date shall be conveyed by Addendum to these Rules and shall enter into force from the date of publication of the Addendum on: <https://www.globalworth.com/>.

4.3. Any registration before the date of commencement or after the date of completion of the Campaign shall be disregarded, unless the duration of the campaign is changed in accordance with the provisions of art. 4.2. above.

## **SECTION 5. THE RIGHT TO PARTICIPATE**

5.1. The campaign is organized and takes place on the territory of Romania and Poland, in accordance with the provisions of these Rules and is accessible to any individual who is at least 18 years old on the date of commencement of the Campaign, domiciled or residing in Romania or in Poland and who accepts the terms and conditions of these Rules (hereinafter referred to as “the Participants”).

5.2. Persons under 18 cannot take part in the Campaign. The winner is responsible for all information provided to the Organizer.

5.3. The Organizer’s employees, the employees of the agency involved and their family members (children, parents, siblings, spouses) are not eligible to participate.

5.4. The participation in the Campaign requires the complete, explicit and unequivocal knowledge and acceptance of these Rules.

5.5. The Organizer reserves the right to cancel the registration of any Participant who does not observe the Rules or who is suspected of fraud.

## **SECTION 6. PARTICIPATING PRODUCTS**

6.1. The registration in the Campaign is not dependent on the purchase of the products.

## **SECTION 7. MECHANISM OF THE CAMPAIGN**

7.1. The registration in the Campaign can be made in the period mentioned below through the following means:

- Accessing the Globalworth Instagram page - <https://www.instagram.com/globalworth/>, in the period **17 May 2021, after 12:00pm – 24 June 2021, 23.59pm.**

7.2. On **17 May 2021, after 12:00pm**, the Organizer shall make a post on the Globalworth Instagram page (<https://www.instagram.com/globalworth/>) with instructions, according to which the participants must follow the following steps in the period of the campaign:

- Step 1: the participant must have an Instagram account (personal profile) ([www.instagram.com](http://www.instagram.com)).
- Step 2: the participant must access the campaign post/s to be properly informed about the mechanism and the terms of participation. To follow the Globalworth official Instagram page (<https://www.instagram.com/globalworth/>).
- Step 3: the participant must post at least one comment to the competition post/s, under the comments SECTION, related to the instructions received from Globalworth. During the campaign, the Organizer shall make several similar posts. The answers will be loaded on the Instagram Globalworth account (<https://www.instagram.com/globalworth/>) between **17 May 2021, after 12:00pm – 24 June 2021, 23.59pm**, any upload on another Instagram account that is not the official Globalworth account to the competition post/s shall be declared invalid. Moreover, any upload before or after this date is declared invalid and shall not observe the terms for participating in the Competition.

7.3. The participants who complete all the 3 steps for participation in the competition and post valid answers (according to the theme of the competition) to the competition post/s shall enter in the drawing for the prize of the campaign, according to section 8.

7.4. Any licentious, injurious, obscene content instigating to discrimination, violence or questionable/illegal activities can be deleted by the Organizer, without the Organizer being obliged to provide explanations or justifications in this regard. The deleting of a comment implies the loss of the right to participate.

7.5. A participant can register from a single Instagram account several times in the same post and in the other posts for the Campaign. If the same Participant uses several Instagram accounts to violate the above limitations, the Participant will be sanctioned with the exclusion of the Participant from the Campaign and losing the possible prize that could have been won.

7.6. The content of the Instagram account is moderate and any type of inadequate content and/or links to websites that are not related to the requirement or to this promotion or which do not meet the criteria of the Official Rules can be deleted without notifying the author/participant or providing explanations. The Author/Participant will be excluded from the Campaign and implicitly lose any possibility to win any of the prizes of the Campaign. Therefore, any registration that is not related to the nature and purpose of the Campaign, as detailed in these Rules, will be automatically disqualified.

7.7. For a registration to be considered valid, this must cumulatively fulfil the following terms:

7.7.1. The Participant must fulfil the terms of participation;

7.8. If it is found that a participant has won a prize by rigging the mechanism and the rules of registration and participation, he/she will be invalidated and the prize shall not be given to him/her. If this is noticed after the prize was granted, the participant must return the prize to the Organizer. If the participant tries to rig by any means the participation in the promotional campaign, the Organizer reserves the right to restrict definitively throughout the period of the promotional campaign all registrations, to disqualify the fraudulent participation and/or to invalidate the winner who used the fraudulent means to secure or facilitate his/her win in the campaign.

## **SECTION 8. THE PRIZES**

8.1. The prize in this Campaign is:

- 1 x **Remarkable 2 tablet + pen**, amounting to EUR 467.2 + VAT.

The winner of the prize offered in this Campaign cannot request the counter-value in money or the replacement with another product (of another kind or with other technical specifications) or service.

8.2. The prize shall be awarded by electronic draw. The draw shall take place according to Section 9. The winner of the campaign will be chosen by automatic means of personal data processing without human intervention.

## **SECTION 9. AWARDING THE PRIZE**

9.1. The prize shall be given by electronic draw, at the end of the Campaign, without human (electronic) intervention on **29 June 2021**. A draw shall be made from all the valid registrations received to the posts dedicated to the campaign in the period 17 May 2021, after 12pm – 24 June 2021, 23.59pm, according to the mechanism detailed in SECTION 7.2 through the official Globalworth Instagram account (<https://www.instagram.com/globalworth/>).

During the extraction, 1 (one) potential winner will be designated and 4 (four) backups, if the winner cannot be validated for reasons independent of the Organizer. The terms of validation of the backup are the same as for the validation of the winner.

The prize not awarded in the Campaign (after the non-fulfilment of the provisions of this Regulation, respectively of the mentions from Sections 10 and 11 of the Regulation) shall remain with the Organizer.

9.2. The winner of the Prize offered in this Campaign cannot transfer, assign the prize to another person. The prize not awarded shall remain with the Organizer.

9.3. The prize of the Campaign shall be handed over by the courier, only to the winning participant and only in accordance with the provisions of these Rules.

9.4. The winner of the prize offered in this Campaign cannot receive the counter-value in money of the prize or changing it with other goods or services and not request the change of the parameters/characteristics of the prizes.

9.6. The organizer shall not incur any type of costs after the winner receives the prize.

9.10. The winner will be announced on the official Golbalworth Instagram page (<https://www.instagram.com/globalworth/>) on 05 July 2021.

## **SECTION 10. TERMS OF VALIDATION**

10.1. For a Participant to be validated as a winner, he/she must fulfil the following conditions:

10.1.1. To fulfil the conditions set forth in Section 5 of these Rules;

10.1.2. To register in the campaign, according to section 7 of these Rules;

10.2. The winner will not be validated in the following cases:

10.2.1. The Participant who received a Prize does not fulfil the provisions of Section 11 below;

10.2.2. The participant does not fulfil the terms set out in SECTION 5 of these Rules;

10.3. The Organizer shall not give any compensation in money or other benefits to the Participants who were initially given a prize but have been found not to observe/have observed or not to meet/have met the requirements of the Rules.

## **SECTION 11. PROCEDURE OF VALIDATION AND HANDOVER OF PRIZES**

11.1. After the winner is designated, the Organizer shall proceed to the validation of the prize, by checking the fulfilment of the conditions for registration of the Participant in the campaign. Within 3 working days from the draw, the Organizer shall inform the participant designated as the winner that he/she must send a private message to the official Globalworth Instagram account (<https://www.instagram.com/globalworth/>) with the following contact details: the surname, the name, the telephone number, an ID copy (for age validation and control and so that the Organizer can fulfil the legal tax obligations regulating the payment of taxes by tax withholding for goods/revenues obtained from promotional campaigns, games and/or competitions), the address for receiving the prize.

11.2. If the Organizer does not receive, for whatever reason, within 2 working days from the date of informing the participant about the prize won, the requested data, the winner is invalidated, loses any right to the prize and shall resort to the backup, and the backup shall undergo the same validation process detailed in SECTION 11.1.

11.3. If neither the winner nor the backups fulfil the terms of validation, they will no longer be potential winners and will be invalidated and the prize will not be granted and will remain with the Organizer.

11.4. The prize shall be given by the Organizer within 30 (thirty) working days from the date of validation of the winner, by courier, to the address indicated by the winner.

## **SECTION 12. MINORS**

12.1. Minors cannot take part in this Campaign.

## **SECTION 13. PERSONAL DATA PROCESSING**

According to the law in force on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, EU Regulation 679 of 27 April 2016, effective on 25.05.2018, the Organizer and the Agency process the personal data of the participants for the purposes and under the terms mentioned below.

### **13.1 PURPOSES AND DURATION OF THE DATA PROCESSING**

The Organizer processes the personal data mentioned below that are disclosed directly by the participants to participate in the Campaign, by observing the rights of the data subjects and in accordance with the legal provisions, for fulfilling the following purposes:

- I. To organize and to conduct the Campaign in which the Organizer gives prizes, according to the mechanism of the Campaign, the prizes mentioned
- II. For detecting and removing any attempt of fraud by breach of the terms of participation mentioned in the Rules.

The Organizer shall process the following categories of personal data (“Personal Data”) of the participants: surname, name, mobile phone number, email address, date of birth, identification data from the identity card, data taken for the following purposes:

- For the organization and development of the Campaign. The data is stored for 1 year after the winners are designated.
- To validate the participants as winners in this campaign, to send the prizes and to draw up the protocol of delivery-receipt of the prizes. For fulfilling this purpose, the surname, name, telephone number, mail address shall be requested. The winner’s data will be used and processed by the Organizer for maximum 1 day from the date when the participant was designated the winner.
- To fulfil the Organizer’s financial obligations for the prizes with taxable value. To fulfil this obligation, the Organizer shall request an ID copy to the winners.

### **13.2. PERSONAL DATA COLLECTION**

The Organizer collects the personal data of the participants in the Campaign directly from them by filling out the registration form by the participant.

### **13.3. THE RECIPIENTS OF THE PERSONAL DATA**

During the development of our activities and for fulfilling the purposes mentioned, the Organizer and the Agency collaborate with various service providers or partners based on contractual relations, to whom they can disclose your personal data to be used strictly for the purposes set by the Organizer. For fulfilling the purpose of organization and development of the Campaign the participants’ data can be disclosed, the attorneys processing data on behalf of the Organizer, sub-processors (entities subcontracted by the processor for data processing).

### **13.4. SECURITY OF PERSONAL DATA PROCESSING**

The Organizer shall process the data provided only for the purposes mentioned, shall keep the processing confidential and safe according to the law and not disclose the data provided to third parties otherwise than for the purposes mentioned above or in other cases except for those mentioned by the law.

### **13.5. PARTICIPANTS’ RIGHTS**

For personal data processing, the participants have the following rights:

- a) The right to access the personal data processed – meaning the right of any participant who registered in the Campaign to obtain from the Organizer a confirmation that it processes or not the personal data of the participant and, if yes, the access to the data and the terms of processing, by sending a request for this purpose using the Organizer’s contact details, mentioned in the introduction of these Rules. By participating in the Promotional Campaign, the participants accept that their data can be processed strictly for the good development of the Campaign.
- b) The right to request the correction or deletion of the personal data – i.e. the possibility of the participants to request the correction of inaccurate personal data, to complete incomplete data or to delete the data in certain cases, by addressing a request in this sense using the Organizer’s contact details mentioned in the introduction of these Rules.
- c) The right to request the restriction of processing – i.e. the right of the participants in the Campaign to obtain from the Organizer a restriction of the processing in certain cases, respectively when:
  - The participant thinks that the data processed by the Organizer is inaccurate, until they are corrected;
  - The processing is illegal, but the participant does not want the Organizer to delete the data;
  - The Organizer does not need the personal data for the aforementioned purposes, but the participant request them for ascertaining, exercising or defending a right in court; or
  - The participant was opposed to the processing for the time of checking if the Organizer’s legitimate rights prevail over the participant’s rights;
- d) The right to withdraw the consent of processing – if the processing is based on the participant’s consent, without affecting the legal processing until that time;
- e) The right to lodge a complaint with the National Authority for Supervision of Personal Data Processing; Any participant who thinks that his/her rights to privacy are violated by processing his/her personal data can notify the Authority through a complaint by filling in the electronic form provided by the Authority on the Authority’s website and which are found at the following address: [http://www.dataprotection.ro/?page=Plangeri\\_RGPD&lang=ro](http://www.dataprotection.ro/?page=Plangeri_RGPD&lang=ro);
- f.) The right to address the competent courts of law. The rights can be exercised at any time using the Organizer’s contact details mentioned in art. 1.1.

#### 13.6. DATA PROCESSING OFFICER

For any questions regarding this informative note and any aspect related to the participants’ personal data processing, these are asked to address the Personal Data Officer of the Organizer, to the email address [marketing@globalworth.com](mailto:marketing@globalworth.com)

### **SECTION 14. LIMITATION OF LIABILITY**

14.1. In case of a dispute on the validity of a registration in this campaign, the Organizer’s decision is final. Any potential complaints shall be addressed until 28.06.2021, inclusive. Any complaints arrived after this date shall not be taken into account.

14.2. The Organizer of the Campaign does not take responsibility for, including but without limitation to, the following cases:

14.2.1. The registrations sent outside the period of the Campaign;

14.2.2. The losses or delayed registrations on Instagram (for example but without limitation to the technical defects independent of the Organizer’s will); the losses, delays or any other problems with the registration in

the Campaign caused by the Internet provider or by the Internet connection of the person who wants to register in the Campaign;

14.2.3. The situations in which the Participants send incorrect contact details and, for these reasons, the Organizer cannot contact the Participant in the Campaign;

14.2.4. The suspensions/dysfunctions not announced by the internet provider or blocking the internal access due to the crowding of the networks for periods of intense traffic;

14.2.5. If a winner cannot receive the prize wanted or if certain persons registered in the competition cannot participate partially or fully in the competition, if this incapacity is due to circumstances outside the control that the Organizer can reasonably exercise (for example but without limitation to: (i) false, incomplete information, sent with interruptions, sent with delay or deformed in any other way, due to the actions of the users of the webpage, of the operation of the computation equipment, their applications or other technical equipment used for the competition; (ii) technical difficulties that can affect the operation of Internet connections and/or of computation equipment and/or of the applications of the internet provider and/or the malfunction of the email, for the Organizer or for the participant caused by technical problems and/or by intense internet traffic, generally, or on the webpage, especially or by both types of problems; (iii) deteriorations or defects with potential effect on the computation equipment, applications and/or data stored belonging to the participants or to third parties, after participation in competitions; (iv) legal amendments that affect the development and implementation of the competition – as well as decisions adopted by the civil authorities, war, natural disasters and other similar events – gains due to competition, their value, their function, the conditions for awarding and/or distribution).

14.2.6. The delayed delivery/handover of the prizes caused by delays in the provision of services by its providers or participants, by courier services, etc.;

14.3. The sequence of receipt of the registrations is the calendar date and time (minutes, seconds), their receipt, regardless of the date and time of dispatch of the messages/registrations.

14.4. The Organizer is not responsible for the incorrect or false data, for example but without limitation to the incomplete personal data or telephone numbers that the Participants declare. The Organizer shall not be held responsible for any error in the data supplied by the winners or for the accuracy of the contact data, which is under the participants' exclusive responsibility. Therefore, the Organizer does not have any obligation if the participants provide false information that prevent the regular awarding of the prize, the impossibility to identify a winner, the impossibility to register in the Campaign due to the illegibility of the personal data.

14.5. The participants shall incur the internet costs for registration in the Campaign.

14.6. The Organizer reserves the right to check and to monitor how the registrations in the Campaign unfold. If certain attempts of fraud are noticed, the relevant registrations will be cancelled.

14.6.1. The Organizer reserves the right to exclude any Participant in the Campaign who, by fraudulent behaviour, affects the good performance of the Campaign.

## **SECTION 15. TAXES**

15.1 The Organizer shall calculate and transfer the tax owed for the prize obtained by the winner according to the Tax code in force. Any other fiscal obligations or of any other kind, in relation thereto, shall be incurred by the winner.

15.2 The participants in the Campaign is not required to make any additional direct or indirect costs, except for the normal costs for the development of the Campaign (the counter-value of internet access for registration or requesting the Rules for development of the Campaign).

## **SECTION 16. ANNOUNCING THE WINNERS OF THE PRIZES**

16.1. The surname and the name of the validated winner and the prizes own in the campaign shall be published according to the obligations imposed by the Government Ordinance no. 99/2000 on trading products and services on the market, as subsequently amended. The surname and the name of the validated winner will be published on the Globalworth Instagram page, within 10 business days from the date of validation.

## **SECTION 17. TERMINATION/INTERRUPTION OF THE CAMPAIGN. FORCE MAJEURE**

17.1. The campaign can end before the period set forth in case of occurrence of an event that is a force majeure event, including if the Organizer cannot, for reasons independent of his/her will, ensure the good performance of the Campaign. For the purposes of these Rules, force majeure means any event that cannot be controlled, remedied or foreseen by the Organizer, including the Organizer's impossibility for reasons independent of its will and that does not it fulfil its duties undertaken in these Rules.

17.2. If a force majeure event prevents or delays fully or partially the fulfilment of the Rues and the continuation of the Campaign, the Organizer shall be absolved from responsibility for the fulfilment of its obligations for the period in which this fulfilment is prevented or delayed, according to art. 1351 of the Civil Code. The Organizer who invokes a force majeure shall communicate to the Participants in the Campaign its existence within 10 working days from the appearance of the force majeure by observing the provisions of Art. 1.2. above.

17.3. By the meaning of this Regulation, force majeure events are (including but without limitation) the following events:

- losing the database with the registrations in the campaign;
- damage of the information system for data storage and granting of prizes;
- attempts of fraud of the Campaign's mechanism by electronic means or other means;
- any regulation that may appear after the entry into force of the Regulation and that can interdict or modify its terms;

17.4. The campaign can terminate before the end of the period or can be suspended at any time based on the Organizer's free decision, as long as this situation is communicated in advance and in accordance with the provisions of Art. 1.4 above.

## **SECTION 18. DISPUTES AND FRAUDS**

18.1. In case of disputes arising between the Organizer and the Participants in the Campaign, these will be resolved amicably. If the disputes cannot be solved amicably, the parties involved shall address the dispute for resolution to the competent Romanian courts of law.

18.2. The potential complaints related to the performance of the Campaign shall be sent to [marketing@globalworth.com](mailto:marketing@globalworth.com), until 28.06.2021. After this date, the Organizer shall not take into account any complaint.

18.3. The Organizer can take all the required actions in case of attempt of rigging the system, abuse or any other attempts that could affect the image or costs of this Campaign.

18.4. If persons are identified who have influenced or who have facilitated the gaining of the prizes, the Organizer can take legal actions against those persons, based on the existing proof.

## **SECTION 19. OFFICIAL RULES OF THE CAMPAIGN**

19.1. By taking part in this Campaign, the Participants agree to observe and to comply with all the provisions, terms and conditions of these Official Rules.

19.2. The Rules of the Campaign will be available on the website <https://www.globalworth.com/>.



19.3. These Rules were drawn up in accordance with the provisions of the Government Ordinance no.99/2000 on trading products and services on the market, as subsequently amended.

Edited and authenticated with the Professional Partnership of Notaries „OPREA ALEXANDRA RODICA AND TONEA LAURA-SA” in one original which is kept at the notary office archive and 2 (two) duplicates, of which 1 (one) copy is kept at the notary office archive and 1 (one) copy was issued to the party.

**The Organizer,**

**The company GLOBALWORTH ASSET MANAGERS S.R.L.**

**by Ogilvy & Mather Advertising S.R.L.**

**By Attorney:**