

Contest RULES
regarding the tech contest at Crosul Hoia GlobalLogic

1 Organizer and duration of the Contest

- a. These Rules (“**Rules**”) determine the terms and conditions of the Hoia contest (“**Contest**”), rights and obligations of the organizer and the Contest Entrants as defined below.
The Contest Organizer is GlobalLogic Romania SRL, headquarter in Cluj-Napoca, Frunzisului 106 Cluj County, registered under Trade Registry no. J12/3603/2003, fiscal registration code RO16013724, e-mail contact address: privacy@GlobalLogic.com (“**Organizer**” or “**GL**”).
- b. The Contest is conducted in Romania via an online form addressed to the participants to the Crosul Hoia GlobalLogic sports event co-organized with C.S. Runners Club (June 29th 2024/ Cluj-Napoca) (the “**Event**”).
- c. The subject of the Contest is the testing of the skills of the participants to the Event (“**Competition Work**”).
- d. The Contest is conducted to promote the Organizer.
- e. Information on the terms of the processing of the Entrants' personal data by the Organizer is enclosed to these Rules.
- f. These Rules with the information mentioned in section (e) above have been made public and are available at any time for review from the Organizer throughout the period of the contest during the event referred to in section 1(c) above and at the office of the Organizer.

2 Eligibility

- a. The Contest is available to any adult with full legal capacity who submitted entry for participation in the Contest to the Organizer, i.e. who legibly completed and provided to the Organizer an entry form during the event referred to in section 1(c) above by June 29th 2024 (date) 23:59 (time) (“**Entrant**”).
- b. The Contest consists of the Entrant answering questions or tasks set out in the entry form available on <https://mailchi.mp/globallogic/hoia-tech-wizard> (“**Contest Task**”). The Contest Task must be solved personally and individually by each Entrant.
- c. Employees, associates, vendors or contractors under any other contract with the Organizer, including members of the Organizer's authorities, and their family members, are not eligible to enter the Contest.
- d. Participation in the Contest is conditional on acceptance by the Entrant of these Rules and also the Entrant reading the Privacy Policy.

3 Contest Rules

- a. Entrant may only enter himself/herself to the Contest.
- b. Participation in the Contest is free of charge and voluntary.
- c. The Contest winner will be the Entrant who correctly solves the contest task, and will be randomly drawn through the random.org platform. The right to the Prize is non-transferable

- d. In the event of a breach of these Rules or generally applicable laws by the Entrant, the Organizer is entitled to disqualify such Entrant from the Contest.
- e. It is forbidden to submit any Competition Work that is unlawful or in breach of these Contest Rules; this includes, without limitations, submission of a Competition Work that is erotic, pornographic, generally considered vulgar, offensive or obscene in its nature, violates Romanian or international legal or moral norms, depicts or promotes violence, hate, discrimination (based on race, culture, ethnicity, religion or philosophy, etc.), infringes personal rights or offends dignity or feelings of others (including religious and political beliefs), and also contains any advertising, commercial or promotional content and infringes any copyright.
- f. In the event of any third party claim brought against the Organizer in relation to infringement of copyright to any work used by the Entrants in the creation of their Competition Works, the Entrant undertakes to release the Organizer from the obligation to provide any compensation to such third party related to such infringement of copyright and to satisfy claims of such third parties in full at each request of the Organizer.
- g. In the event of a breach of these Rules or generally applicable laws by the Entrant, the Organizer is entitled to disqualify such Entrant from the Contest. Verification of the Entrant's behaviour by the Organizer may take place not just during the Contest, but also during its preparation and after its completion, provided that the behaviour of the Entrant is related to the Contest.
- h. The Entrant may in his/her entry form give consent to certain marketing activities by the Organizer or to take part in recruitment of the Organizer, however, this is not a condition of participation in the contest.
- i. The Organizer will not conduct substantive verification of the Contest Works in terms of their compliance with these Rules or applicable laws.

4 Prizes

- a. The prize in the Contest ("**Prize**") shall be the following Skullcandy headphones: [Casti Over the ear, Skullcandy Hesh ANC, Wireless, Bluetooth,Active noise canceling, Autonomie 22h, Negru - eMAG.ro](#) (it being understood that the image is for presentation purpose only and that the Prize might slightly vary in non-material respects). The Contest will have 1 (say: one) Prize.
- b. The market value of the Prize is max 600 RON (say: *sixhundred point ten*) RON (including VAT) based on [Casti Over the ear, Skullcandy Hesh ANC, Wireless, Bluetooth,Active noise canceling, Autonomie 22h, Negru - eMAG.ro](#), net of any withholding taxes, which shall be determined in accordance with the applicable laws, as further detailed under Section 7 below.
- c. The Contest winner may receive one Prize in the Contest.
- d. The Prize will be sent after the event.
- e. Prizes in the Contest are sponsored by the Organizer.
- f. Prizes are not subject to exchange, replacement, and specifically they cannot be exchanged for cash. The right to the Prize of the Contest winner is not transferable.
- g. The results of the Contest will be announced directly to the winner by July 5, 2024 (date), 19:00 (time). If the winner cannot be contacted within 5 working days, the prize will be received by the next participant drawn through the random.org platform.
- h. The Organizer reserves the right to publish the name of the Contest winner for promotional purposes of the Organizer on social media on the Organizer's profiles and on other websites connected with the Organizer. If you do not agree, please do not take part in the Contest or object to our actions.

5 Complaints

- a. Any complaint concerning the Contest process may be submitted by the Entrants, without limitations, e.g. in writing to the address of the Organizer.
- b. Complaints may contain especially the name and surname, contact details of the Entrant and detailed description and reason justifying the complaint.
- c. Complaints will be processed within 30 days from the date of submission.
- d. The Entrant will be notified of the decision concerning the Complaint on a durable medium, for example, in writing by post or email, depending on how the complaint was originally submitted to the Organizer.

6 License

- a. Entry forms may be submitted to the Contest only if they are completed in such a way that their use by the Organizer in accordance with these Rules is compliant with applicable laws and without infringement of any rights of third parties, specifically including economic and moral copyrights. Upon the Entrant enrolling in the

Contest, the Organizer will acquire royalty-free, non-exclusive licence and free of charge permits and consents, unlimited as to time and place, to use the Competition Work at the sole discretion of the Organizer, in all existing areas of use, specifically including through making the Competition Work public in such way that every person may access it at the place and time chosen by them, including to disseminate it on the Internet, and also to exercise derivative rights to the Competition Work, for the purposes necessary to properly implement these Rules.

- b. The Organizer is specifically entitled to use the Competition Work in the following areas of use:
 - recording and multiplication of Competition Works in full or in part – to produce copies using specific technique, including printing, reprography, magnetic recording and digital and multimedia techniques, regardless of the standard, system, format, on any medium, including specifically recording and multiplication in any quantity and form;
 - disseminating Competition Works in full or in part – to publicly perform, display, play, broadcast and re-broadcast, and also make the Competition Works public in such way that every person may access it at the place and time chosen by them, including to disseminate it on the Internet;
 - to place Competition Works in full or in part in ICT, telecommunications, and computer networks, including on the Internet and other networks, without limitations, save the Competition Works in full or in part in the memory of computers and process them in computer memory, without limitations;
 - to modify, abridge, decompose Competition Works on any medium, and disseminate such changes.
- c. This license includes the right to grant further licenses (sub-licences), in particular the Organizer has the right to transfer any right, permit and authorisation to other entities at its sole discretion, without any additional compensation on that account.
- d. Upon granting of the license, the Contest winner undertakes towards the Organizer not to exercise his/her moral rights or author's supervision rights to the work. a. The Competition winner authorises the Organizer and the entities authorised in this regard by the Organizer to make modifications, adaptations, changes, translations and any other alternation of the Competition Work as required by the Organizer.
- e. b. The Organizer is not obligated to publish the contents of the Competition Works and the refusal to do so will not require justification.

7 Miscellaneous

- a. In the event of occurrence of a force majeure event during the Contest that will affect the course of the Contest in part or in full, the Organizer reserves the right to cancel the Contest in part or in full.
- b. Should income tax be applicable on the account of the prize, the Organizer before transfer of the prize to the winner, will calculate, withhold and pay to the relevant tax authority income tax due on account of the Prize. Prize winners will receive from GL, in addition to the aforementioned prizes. The value of the Prizes will be increased by a cash prize at the amount equivalent to income tax due on the winning in the Contest, calculated on the total value of the non-cash and cash prizes. The winner agrees that the amount of cash prize will not be paid to him/her, but will be allocated to cover the tax due from the winner on winning in the Contest. The Contest winner is obligated to provide to the Organizer all details required to fulfill the Organizer's obligations regarding the withholding tax. Should the Contest winner fail to provide all necessary details, he/she will not be entitled to receive the Prize. The applicable withholding taxes shall depend on the tax residency of the Contest winner; to this effect, the Organizer shall be entitled to request a self-statement from the Contest winner about his/her tax residency position before handing him the Prize, along with a proof thereof (i.e., tax residency certificate), if needed.
- c. The Competition is not a game of chance in the meaning of Government Emergency Ordinance No. 77/2009 on the organization and operation of the gambling activities or a promotional lottery in the meaning of Government Ordinance No. 99/2000 on the trade of market products and services.
- d. The Contest is governed by the law of Romania and courts of jurisdiction are common courts in Romania.

– Privacy Policy – How we process your personal data

Privacy Policy – How we process your personal data

Considering that you have provided your personal data to us in the Contest entry form, we would like to tell you what we do with it (in accordance with the Regulation (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).

If you have any questions or concerns, please contact us at privacy@GlobalLogic.com.

I. What personal data we collect and what is the purpose and legal basis for its processing?

The extent of personal information that we process includes information provided by you in the contest entry form: email address, level of experience in IT and the programming language you work with. You are not obligated to provide that data, although that would prevent you from taking part in the Contest. We also process data necessary for tax settlements if you receive a Prize (you are obligated to provide this data to us). If you agree to marketing communications, we will be unable to send them to you without your email address/phone number.

Data is collected for the purposes of organization, settlement and completion of the Contest, and also for the Organizer promotional purposes.

We can process your personal information also for the GlobalLogic promotional purposes, such as invitation to events and competitions organized by GlobalLogic or informing about interesting recruitment conducted by GlobalLogic, including, if you gave such consent, by email and/or telephone.

The legal basis in the scope related to your participation in the Contest is entering into and performance of a contract (the rules) (Article 6.1(b) of the GDPR), and for Organizer's promotion, defense against any claims and statistical purposes – our legitimate interests (Article 6.1(f) of the GDPR). For the necessary settlements, including tax and also any related archiving, we operate on the basis of applicable law (Article 6.1(c) of the GDPR).

II. Retention period of your personal data

Your data as a Contest Entrant will be processed for the period necessary for proper execution and settlement of the Contest, and for promotional purposes (like invitation to take part in other events organized by GlobalLogic) - until you resign from data processing for that purpose, including for receipt of any further invitations / newsletter.

Name and surname of the Contest winner may be published on the Internet (on social media on GL's profile and connected profiles), and therefore may be available in that medium indefinitely.

The period of processing may, however, be extended in case of any claims, in particular by the periods of their expiration, any disputes or if we are required to do so due to relevant legal requirements.

III. Who has access to your personal data?

Access to your personal data will be given exclusively to appropriately authorized employees or associates of GlobalLogic, partners, consultants or auditors – in the extent necessary to perform their responsibilities. Your data may be transferred, for example, to providers of hosting services or ICT services, other entities that provide to us technical or organizational assistance in the Contest, including communication with entrants or distribution of invitations, newsletter, etc. (e.g. couriers), including also companies from the GlobalLogic group.

GlobalLogic is a global company which means that some companies from the GlobalLogic group and our associates are located outside the European Economic Area (EEA). Each time when personal data is transferred outside the European Economic Area, GlobalLogic applies the required safeguards, including standard data protection clauses adopted pursuant to decisions of the European Commission. You can obtain further information on other third countries where we are actually transferring your personal data and, if the case, a copy of the relevant safeguards (including security measures) we apply for the transfer of personal data to third countries by contacting us at privacy@GlobalLogic.com.

In case of publishing the name and surname of the Contest winner on the Internet (on social media on GL's profile and connected profiles), the group of recipients of that data will be unlimited.

We may also be obligated – if there is a legal basis for that – to disclose certain information to public authorities as required by proceedings conducted by them or for tax reasons.

IV. Data controller

GlobalLogic Romania SRL, headquarter in Cluj-Napoca, Frunzisului 106 Cluj County, registered under Trade Registry no. J12/3603/2003, fiscal registration code RO16013724, e-mail contact address: privacy@GlobalLogic.com.

V. Your rights related to the processing of your personal data

Access to data – you may request information from us on your personal data processed by us.

Data rectification – you have the right to request data rectification if data is/becomes incorrect or incomplete.

Consent withdrawal – you may withdraw your consent to the processing of your data at any time and it will not affect the lawfulness of processing based on consent before its withdrawal.

Data erasure – in some situations, if you want to have your data erased, GDPR guarantees you the so-called “right to be forgotten”.

Restriction of processing – in certain situations, you can demand that we limit our processing activities, in principle - only to storing information about you.

Data portability – you have the right to receive your personal data in a commonly-used format that can be read by a computer, and also to have your personal data sent to another data controller.

Objection – in certain situations you have the right to object against the processing of your data, for example, for reasons related to your particular situation you may object to the operations performed by us when we base our processing on our legitimate interests.

When despite your objection we find that there are compelling legitimate grounds for the processing which override your interests, rights and freedoms, or basis for the establishment, exercise or defense of legal claims, we will continue to process data covered by the objection to the extent necessary.

At any time you may object without cause to the processing for the purposes of direct marketing. Should you submit such an objection, we will not be allowed to process your data for that purpose.

Complaint to the relevant supervisory authority – you are entitled to lodge a complaint to the supervisory authority; in Romania it is the National Supervisory Authority for Personal Data Protection. The list of local supervisory authorities in the EU and their contact details are available at: https://edpb.europa.eu/about-edpb/board/members_en.

If you have any concerns as to anything we do, please feel free to first contact us at privacy@GlobalLogic.com.