

OFFICIAL REGULATION OF THE CAMPAIGN 'ROMANIA NOW'
Promotional campaign period: 4 November 2021 – 21 November 2021

I. ORGANIZING THE CAMPAIGN

- I.1. **SC NORDIS MANAGEMENT SRL (hereinafter referred to as the 'Organizer')**, with registered office in Bucharest, Sector 1, Aleea Alexandru, Nr. 21, registered with the Trade Register under no. J40/20150/02.12.2008, URC RO24813191, duly represented by Postoaca Gheorghe Emanuel, as Director, **is organizing between November 4, 2021 - November 21, 2021, the promotional campaign 'ROMANIA NOW' (hereinafter referred to as the 'Campaign')**.
- I.2. The Campaign is carried out through the advertising agency **ORASUL MEU MARKETING S.R.L.**, with registered office in Bucharest, Sector 2, str. Vasile Lascar, nr. 144-146, etaj 1, registered with the Trade Register Office under no. J40/5435/2010, URC RO26986733, duly represented by Mugur Patrascu, as Director (**hereinafter referred to as 'Agency 1' or 'Screen Native'**) and through the **DM (direct marketing) agency MEDIAPOST HIT MAIL S.A.**, with registered office in Bucharest, Sector 2, Str. Siriului, nr. 42-46, et 3, registered with the Trade Register Office under no. J40/8295/2000, URC RO13351917, duly represented by Marian Seitan, as General Manager (**hereinafter referred to as the 'DM Agency' or 'Mediapost Hit Mail'**)

Collectively referred to as the 'Agencies' or 'Participating Agencies'.

II. REGULATION OF THE CAMPAIGN

- II.1. The Campaign will be carried out in accordance with this Official Regulation (the 'Regulation'), which is mandatory to all Participants and entities involved in its conduct and in accordance with the provisions of Romanian Government Order No. 99/2000 on the sale of products and market services, as further amended and supplemented, and the provisions of Regulation EU 679/2016 on the protection of natural persons. The Campaign is not sponsored, supported, administered or in association with the Instagram social platforms.
- II.2. This Regulation was drafted and made public according to the applicable Romanian laws and shall be available free of charge to any participant, on the Instagram page Romania NOW <https://www.instagram.com/romanianow.official> or through a request submitted to the Organizer at the address in Bucharest, Sector 1, Aleea Alexandru, Nr. 21.
- II.3. According to the Organizer's discretionary decision, the Campaign may be publicized to become public knowledge, including through advertising and/or informational materials. The information that such materials may contain will be interpreted in accordance with the provisions of this Regulation.
- Considering the objective limitations specific to the materials and/or advertising and/or communication messages, the provisions of the Official Regulation shall always prevail.
- II.4. The Organizer reserves the right to amend and/or supplement this Regulation, as well as the right to suspend and/or to terminate/interrupt/extend the Campaign, provided prior notice is sent to participants regarding any amendment in this regard.

- II.5. Any amendments or additions to the provisions hereunder will be inserted in addenda and made public, by updates to the Regulation and posting it as updated on the Instagram page Romania NOW <https://www.instagram.com/romanianow.official>, at least 24 hours prior to their entry into force.
- II.6. The **Organizer** will collect and process, through the Instagram page Romania NOW <https://www.instagram.com/romanianow.official>, personal data of the participants in the Campaign, being responsible for the following actions:
- Administering the Instagram page Romania NOW <https://www.instagram.com/romanianow.official>, including the promotional campaign on it;
 - Contacting the participants designated as potential winners, in order to request contact details;
 - Submitting to Agency 1 a database containing only the Instagram IDs of the database participants in order to validate the winners;
 - Agency 1 shall send the database to the DM Agency.
- II.7. The **DM Agency** will receive and process personal data of the participants in the Campaign, as well as of the winning participants, being responsible for the following actions:
- Validation of the winners according to the terms and conditions stipulated in this regulation;
 - Calling the winners, in accordance with the Regulation;
 - Submitting to Agency 1 the personal data of the validated winning participants.
- II.8. **Agency 1** will receive from the DM Agency and will process personal data of the validated winning participants.
- II.9. Due to the participation in this Campaign, the familiarity with this Regulation and the Participant's consent will be presumed. The participants undertake to observe, and comply with, all the terms, conditions and provisions put forth in this Regulation and understand that their personal data will be processed in accordance with the Regulation.
- II.10. After the closing of the Campaign, the Organizer and the Agencies shall no longer have any responsibility and no longer assume any obligation in connection with any circumstance that could eventually lead to the conclusion of the timeliness or continuation of the Campaign.

III. SCOPE AND TERM OF THE CAMPAIGN

- III.1. The Campaign takes place between **4.11.2021 (12:00:01) and 21.11.2021 (23:59:59)** (hereinafter referred to as the 'Campaign Period'), in Romania, through the Instagram social network page Romania NOW - <https://www.instagram.com/romanianow.official>.

IV. SECTION IV. RIGHT TO PARTICIPATE

- IV.1. Individuals who cumulatively meet the following conditions can join the Campaign:
- they have legal residence or legal domicile in Romania;

- they are at least 18 years old at the beginning of the Campaign;
- they have a valid account or create an account on the social network Instagram with public profile;

IV.2. The Campaign registration requires a default, full, express and unequivocal acceptance of the provisions of this Regulation.

IV.3. The following categories of individuals are not allowed to participate in this Campaign:

- i The persons who do not meet the conditions provided in art. 5.1;
- ii Agents of the Organizer or of the companies affiliated to the Organizer;
- iii Employees of any Agencies or employees of any other companies/entities involved in carrying out any activities related to the organization and conduct of this Campaign;
- iv The first-degree and second-degree relatives (children/parents, brothers/sisters) and/or the spouses of the employees stated in items (ii) and (iii) above.

IV.4. The Organizer reserves the right to take all the steps necessary to prevent the registration for the Campaign, as well as the right to eliminate from the Campaign any individual from the categories under Article 5.4.

IV.5. Any refusal to provide the data required for the registration with the Campaign shall result in the prohibition of your participation in the Campaign and of acceptance of any awards, in case you are the designated winner.

IV.6. The Organizer reserves the right to eliminate multiple entries of a single user.

A participant can join the Campaign with a maximum of 3 (three) photo posts, with the hashtag #RomaniaNOW and tag to the Instagram accounts @romanianow.official and @nordis_group, on their personal account, but they can win a maximum of one prize during the Campaign.

V. THE MECHANISM OF THE CAMPAIGN

V.1. Methods of Registration in the Campaign

V.1.1. Participants can join the Campaign at any time, starting with November 4 (12:00:00) and until November 21, 2021 (23:59:59).

V.1.2. The Organizer will post on the Instagram page Romania NOW <https://www.instagram.com/romanianow.official>, the following text:

CONTEST!

Surprising Romania, Fairytale Romania, A Romania we are all proud of. Nordis invites you to see it. Let's relive it through the best images that capture: arts, sports & adventure, history, nature, urban & rural life!

Show us [#RomaniaNOW](#) in a photo, post it on Instagram and you can win awards and fame. Here's what you have to do!

1. Post the photo on your public Instagram account!
2. Add to the post the hashtag [#RomaniaNOW](#) and tag in the post [@nordis_group](#) [@romanianow.official](#)
3. Follow the two pages mentioned in point 2

4. Promote the competition and gather as many likes as possible for your photo, until November 21!

At the end of the Campaign, the jury will choose from the top photos with the most likes, 26 winning images, which will enjoy:

- 25 prizes, each worth EUR 500
- The grand prize of EUR 10,000 🏆

👉 Moreover, the 26 winning photos will be promoted through other activities:

Printed in a Premium Photo Album

Awarded in a Gala of Excellence

Illustrated in branding campaigns made in collaboration with famous international publications and outdoor campaigns in the largest cities in the world

V.1.3. For a valid registration in the Campaign, participants must observe the following mechanism:

- post on their personal Instagram profile, with the post set as public, at least one photo - observing the Campaign theme - using the hashtag #RomaniaNOW;
- each photo must have a tag to the Instagram account @nordis_group and @romanianow.official;
- participants must follow the Instagram accounts @nordis_group and @romanianow.official on Instagram

A participant can enter with one or more photos that comply with the conditions provided above, their number being limited to 3.

V.2. Conditions for valid registration in the Campaign:

V.2.1. For a valid registration for participation in the Campaign the following requirements must be cumulatively met:

- a) Each participant has the right to participate according to the provisions of Section IV - Right of Participation above;
- b) Participants may join the Campaign exclusively in the manner described in this
 - a. Regulation, including in compliance with the conditions provided in Art. 5.1. - Methods of Registration in the
 - b. Campaign;
- c) Registration shall be made exclusively during the validity of the Campaign, as mentioned under Art. 5.1.1.
- d) Any participant who posts a photo on the Instagram page of the Campaign must be its owner and/or have copyright or usage rights on it, having the possibility to prove it, at the request of the Organizer.
 - a. It is forbidden to use a photo that includes your own image and/or that of other people.
- e) In order for a registration in the Campaign to be considered valid, participants must comply, cumulatively, with the following conditions:
 - not to violate this Regulation in any way;
 - to observe the theme, as described in the Official Regulation of the Campaign, on the communication channels of the Campaign and in the content of the Campaign message;

- the Instagram profile of the participant is to be set as public during the validity period of the Campaign and until the moment of handing over the prize;
- the posted photo:
 - must be set as public;
 - must not have any defamatory or offensive content in general or directly for persons of a certain race, ethnicity, religion, sexual orientation or socio-economic group or illegal, immoral or antisocial messages;
 - must not contain threats to any third person, place, business or group, must not harm the privacy, image, reputation, right to privacy and/or other rights of any natural person, company or entity;
 - must not violate in any other way the applicable laws and regulations; must not contain references or messages regarding registered or unregistered trademarks;
 - must not use expressions protected by copyright or other intellectual property rights;
 - must not promote any other brands that do not represent the participating products;
 - must not have a pornographic character or nudity;
 - must not include personal data belonging to them or to other persons, apart from the participant's Instagram profile;
 - must not contain images of minors;
 - must not contain images of people in a state of intoxication or people in situations that pose a high risk to the life and/or health of the participants.

V.2.2. After the end of the Campaign, a commission composed of representatives of the Organizer and 'Romania NOW' ambassadors (the Jury) will select the winners, from all valid entries in the Campaign, regardless of the number of likes - they will be taken into account in a potential pre-selection. Regardless of this top, the jury reserves the right to choose 26 of the most representative submissions for the Romania NOW campaign album. After validating the entries, the Organizer reserves the right to repost the winners' posts, on the Instagram account Romania NOW (with the program <https://repostapp.com/>) on the Facebook page – [Romania NOW | Facebook](#) and the campaign website <https://www.instagram.com/romanianow.official>.

V.2.3. The winners will be announced by the Organizer through a post on the Instagram page with tags to the Instagram accounts of the participants. At the same time, the photos designated as winners will be reposted by the Organizer both on the Facebook page – Romania NOW [Romania NOW | Facebook](#), as well as on Instagram, but also in the Story section, on the Instagram page Romania NOW - <https://www.instagram.com/romanianow.official>

V.2.4. The validation and reposting of entries will be the exclusive prerogative of the Organizer. The Organizer reserves the right to disqualify (invalidate) any content that does not comply with the conditions of art. 5.2.1(d), before reposting on the Instagram page Romania NOW <https://www.instagram.com/romanianow.official>, without the need to notify the author/participant or provide an explanation, if it does not comply with the requirements of the Campaign posts; Any tag to the Instagram page of the Organizer (<https://www.instagram.com/romanianow.official>), is moderated, and any type of inappropriate content and/or links to websites that do not comply with the criteria of the Official Regulation may be excluded from reposting, without the need to notify the author/participant or provide an explanation. Also, photos that do not comply with the regulation will be removed from the competition, by deletion of the tag by the Organizer. Any participant who does not meet all the conditions provided by this Regulation will be disqualified and will not be taken into account when designating the Winning Participant.

VI. CAMPAIGN PRIZES

VI.1. Within the Campaign, in compliance with the provisions of the Regulation, the following will be awarded on the basis of the jury's decision:

- a) Grand Prize = cash prize - in the amount of EUR 10,000, in a unit value of RON 49,488* - the tax value is RON 5,432
and
- b) 25 (twenty-five) cash prizes - in the amount of EUR 500, in a unit value of RON 2,474.4* - (tax value RON 208.27), with a total value of RON 61,860 (VAT included).

**The value of the prizes in RON is calculated at a reference exchange rate of RON 4.9488/1 EURO valid on the date of authentication of the Regulation - 2.11.2021.*

VI.2. The total net commercial value (VAT included) of all the prizes awarded within the Campaign is RON 111,348.

VI.3. If the designated winners give their consent, by signing an agreement assigning the copyright over the photo registered in the Campaign, to Nordis Group - see Annex 2 of the Regulation, the Organizer will use the winning photos both in the Premium Album powered by Nordis Group, as well as in the post-communication materials regarding the Campaign.

VI.4. The prizes awarded cannot be replaced by other prizes/products/services. In case of refusal of any winning participant to benefit from the prize (refusal of a winner meaning that the winner does not wish to take possession of the prize, and the refusal is expressly and unequivocally expressed in writing and sent via e-mail to the Organizer), they will lose the right to the awarding of the prize, without any compensation from the Organizer and/or the Agencies.

VI.5. The Organizer reserves the right to change (e.g. to reduce, to supplement) the number of prizes offered within the Campaign by drafting an addendum to this Regulation, and such changes will take effect from the date of publication of the addendum containing such changes in accordance with Section 2.

VII. SECTION VII. WINNERS SELECTION PROCESS

VII.1. During the Campaign, the prizes will be awarded to the 26 participants, depending on the jury's vote. The judging will take place within a maximum of 3 (three) business days from the end of the Campaign. The first 100 entries will participate in the judging, in descending order of the number of votes. The judging will be carried out by a commission composed of representatives of the Organizer and 'Romania NOW' ambassadors - the composition of the Jury will be published on the Instagram page of the Campaign <https://www.instagram.com/romanianow.official>.

The commission will designate the 26 (twenty-six) winners and will select 20 backups.

The final winners will be designated in the order of the score obtained after the judging:

- The winner of the Grand Prize: the photo of the participant with the highest score obtained based on the criteria below;
- the next 11 ranked, in descending order of score, the winners of prizes consisting of EUR 500;
- The judging will take into account the following criteria:
 1. **Originality and composition** - using a scale from 1 to 10 points;
 2. **Photographic and chromatic expressiveness - using a scale from 1 to 10 points;**
 3. **Creativity of the captured angle - a score of 1-10 is provided;**
 4. **Photo quality** - a score of 1-10 is provided; The photo must have a quality of at least 300DPI and a resolution of at least 1280 x 720 PX.

If there will be more than 26 (twenty-six) entries evaluated with the same score, the jury will re-evaluate those evaluated with the same score.

VII.2. The 26 winners must send, within 24 hours from the Organizer's post announcing the winners, a private message (DM) **with the phone number (strictly the phone number)**, which can be used for validation, to the Instagram account of the Organizer. The phone number is required for the final validation by the DM Agency.

VII.3. If, for any reason, a designated winner cannot be validated or refuses to receive the prize, the award will be made to the backups, in the order of the ranking made based on the jury's decision, the same validation procedure applicable to winners being applicable in the case of backups.

VII.4. If the winner of the Grand Prize is invalidated, the Grand Prize will be awarded to the next winner in the ranking, and the first backup will be contacted for validation, for a prize consisting of RON 500.

VIII. ANNOUNCEMENT AND VALIDATION OF WINNERS.

VIII.1. In order to be validated as a Campaign Winner, the potential winner must have the right to participate in the Campaign, as specified in this Regulation, and the post participating in the Campaign must comply with all the requirements of the Regulation, as well as to provide all data required by this Regulation, when contacted.

VIII.2. A participant has the right to win only one prize over the entire duration of the Campaign.

VIII.3. The potential winner will be contacted by the DM Agency, within a maximum of 2 business days from the receipt of the phone number, sent by the winners by private message (DM) to the Instagram account of the Organizer.

VIII.4. Within a maximum of 2 (two) business days from the date of providing the phone number, the potential winner will be called by the DM Agency in order to go through the validation process, through a maximum of 3 calls, between 09:00 and 20:00. If the participants drawn as potential winners fail to provide a valid phone number where they can be reached or do not answer the calls initiated by the DM Agency, they will be invalidated and the backups will be reached, in the order of their drawing.

VIII.5. The prize winners will be contacted by phone by the DM Agency, in order to announce them, within 2 business days from the date of their designation as winners.

VIII.6. In order to go through the validation procedure, the Participant will provide the Organizer at the time of the call, the information necessary for his/her identification and validation. The phone conversations will be recorded in order to be used as evidence in any complaints against the winner validation and promotional Campaign prize awarding process, as well as to check how the relation with the participants in the Campaign is managed.

1. After accepting the recording of the phone call, Participants will be required to:

a) declare that they have the right to participate in accordance with Section 4 of this Official Regulation; **The remaining validation steps will be completed only if the answer is positive.**

i. If it is negative, this will lead to the invalidation of the Participant and the backups will be contacted, in the order of their designation.

b) communicate the following information: surname, first name and confirmation of being at least 18 years old at the start date of the Campaign and email address (only from those Participants who wish to receive the secure link in this way, in order to upload the requested documents, according to point 2 below);

c) send, within 3 (three) business days from the moment of the conversation, **the following documents:**

- **copy of a bank account statement in RON**, issued in their name, showing the IBAN account number (but without containing data on the amounts in the account);
- **confidential copy of the identity document of the winner (only if the prize is over RON 600)** with only the social security number and the full name visible (identity card/bulletin or, in the case of persons who do not have IC/IB, another similar document, e.g. passport, etc.) in order to verify that the Participant is also the holder of the communicated IBAN account.
- the RAW version of the winning photo.
- The visible data (full name and social security number) from the confidential copy of the identity document are requested from the Grand Winner also in order to fulfill the obligations provided by the Fiscal Code, i.e. filling out Statement 205 - Informative statement on the taxation of revenues subject to withholding tax, for revenue beneficiaries (since the prizes awarded within this Campaign exceed the value threshold of RON 600 established by the Fiscal Code).

2. The documents required for validation will be uploaded on a web page by accessing the secure link sent by the Organizer. The Participant can receive the

secured link in two ways: by text message or by email. The link will be generated after the end of the phone call, and the Participant will receive it through the method chosen during the call. When accessing that link, the Participant will have to upload the documents requested during the phone call, within 3 (three) business days from the moment of receiving the link. If the Participant fails to upload the requested documents within 3 business days from receiving the link, the Participant will be invalidated and the backups will be contacted, in the order of their draw. Following the verifications and the completion of the validation process, the Participant will receive a confirmation of receipt of the documents and, if something is wrong with the received documents, the Participant will be contacted by phone and asked to upload the documents again using the link received.

3. When a Participant does not wish for the phone call to be recorded or to provide all the information required for the validation, once the phone call is over, they will receive a text message with a link to a webpage, where they can fill in their contact details and necessary statements (surname, first name, confirmation regarding the minimum age of 18 at the time of registration in the Campaign, confirmation of holding the fiscal receipt/fiscal invoice in original, delivery address for the prize, email address - if applicable) for validation and handing over of the prizes, within 3 (three) business days. If the data uploaded by the Participant on the webpage is accurate according to the Official Regulation, they will receive a secured link (by SMS) to upload the documents required for validation. By accessing that link, the Participant will have to upload within 3 (three) business days from being sent the link the documents necessary for the final validation. When the data uploaded by the Participant on the webpage is not accurate or the Participant fails to fill out the form with their contact data within 3 (three) business days of receiving the link, the Participant shall be invalidated and the backups will be contacted, in the order of their drawing.
 4. The Participant will receive a text message/email (as applicable) to confirm the document receipt and, should these be inaccurate, the Participant will be advised to upload the documents again using the link they received. When the Participant fails to upload the accurate documents again, by the deadline indicated by the Organizer, this shall be invalidated, and the backups will be contacted in the order of their draw.
- VIII.7. If the number of participants is not sufficient to achieve the ranking of 26 winners or if the prizes could not be awarded for reasons beyond the control of the Organizer/Participating Agencies (such as if there are participants and backups invalidated), the prizes shall remain at the disposal of the Organizer, who may organize, if the Organizer deems it necessary, another Promotional Campaign.
- VIII.8. If the prizes are refused by the winners or they could not be handed over, the Organizer will decide as it sees fit the method of action and the fate of the prizes.

VIII.9. The Organizer has the obligation to make public the names of the winners and the prizes awarded. The publication of the winning participants will be made on the Instagram page of the Organizer, and will be displayed in accordance with the legal provisions: the full name of the winning participants (according to the information provided by the participant) and the prize won.

IX. RECEPTION OF THE PRIZES. USE OF THE PRIZES.

IX.1. The prizes will be transferred by bank transfer to the winner's account, but not later than 30 business days from the date of the phone call made by the DM Agency.

IX.2. If the participant has sent and declared in the Campaign incomplete, incorrect, inaccurate information or does not meet the conditions required in the Regulation, the Organizer and the Agencies decline any liability in this regard.

IX.3. The winning participant has the obligation to use the prize in compliance with the legal provisions.

IX.4. Participants who have lost the status of potential winners or winners shall not have the right to request by any other means the award of any of the prizes.

X. CHARGES AND TAXES

X.1. In the case of prizes awarded during this campaign, the Organizer as a payer of revenues obtained by the winners undertakes to calculate, withhold and pay and declare the tax due for such revenues, in accordance with the provisions of Law 227/2015 on the Fiscal Code, as subsequently amended and supplemented.

X.2. Regarding the prizes of this Campaign, no additional direct or indirect costs shall be imposed on participants, except for the expenses representing the equivalent value of the Participating Products and the normal expenses related to the information regarding this Campaign (including, but not limited to the cost of reviewing the Regulation through several channels: telephone, internet).

X.3. The Organizer declines all liability for any taxes, duties or other restrictions of a fiscal or other nature that may arise in connection with the prize awarded or its collection.

X.4. This Campaign is organized to stimulate the sale of Organizer SA products.

X.5. The Campaign may be terminated if there is a change in the legislative framework that allows its implementation, or in case of organizational changes that make it impossible to continue.

XI. LIABILITY. LIMITATION OF LIABILITY

- XI.1. The Organizer or the Agencies is/are entitled to take all necessary steps in case of attempted fraud to the system, abuse or any other attempts that might affect the image of this Campaign, as well as that of the Organizer. Any attempted fraud shall result in the elimination of that/those participant(s) from the Campaign and the intimation of the criminal prosecution bodies, if applicable, and the Organizer/Agencies will inform that participant about such decision.
- XI.2. The Organizer shall by no means be held liable for possible additional expenses borne by the participant in relation to this Campaign.
- XI.3. Should any dispute arise with regard to the validity of a registration in this Campaign, the Organizer's decision is final.
- XI.4. The Participant understands and guarantees that they will not participate with posts that do not comply with the provisions of art. 6.2.1 (d).
- XI.5. The Participant understands and acknowledges that they shall be solely responsible for and cover any and all damages caused to the Organizer as a result of the violation of the rights of third parties through the post, including but not limited to intellectual property rights.
- XI.6. The Participant shall be solely responsible for any direct or indirect consequences that may occur as a result of video posting, inappropriate messages or infringing the rights of a third party (including copyright) and shall indemnify the Organizer and/or the Agencies for all damages incurred as a result of the use of inappropriate messages or infringement of intellectual property rights, as well as any other rights belonging to third parties.
- XI.7. The Organizer and, as the case may be, the Agencies, decline all liability for:
- the actions and quality of the services provided by third parties for and on its behalf;
 - technical issues or incapacity of the Participant (browser errors, Internet connection problems, hardware or software problems of the computer used by the Participant to access the Instagram website/page, the Instagram account, incapacity of the Participant to work on the computer or to browse the Internet) that they may encounter when registering for the Campaign, for reasons not related to the Organizer;
 - any disputes related to the Participants' rights over the Instagram profile or the Participants' contact/validation details;
 - any attempt to participate in the Campaign made outside the Campaign period
 - loss by the Participant of the login data, blocking of the Instagram profile, of the e-mail addresses of the Participant or other defects of the social network mechanisms that make it impossible to contact or validate the Participant and that are not attributable to the Organizer;
 - errors caused by the improper use of the personal computer by the Participant (PC power supply breakdown, errors generated by the operating system installed on the PC, errors generated by malware, errors generated by the Participant's use of the technology in bad faith in order to control the Campaign's results);
 - errors caused by the use of other technologies or social networks than those indicated by the Organizer in the Regulation;

- the cases in which certain individuals having entered this Campaign are unable to participate in it, in full or in part, if such inability is due to circumstances beyond the Organizer's reasonable control;
- Errors in the data provided by a Participant. The accuracy of the details shall not result in the Organizer's/Agencies' liability, it being solely incumbent to the Participants. Therefore, the Organizer/Agencies has/have no obligation whatsoever in case the Participants provided erroneous data that made the identification/validation of the winner or the award of the prize impossible;
- Winners' failure to collect their prizes, for reasons beyond the control of the Organizer/Agencies;
- Cases where the winner does not observe the validation requirements as detailed in this Official Regulation;

XI.8. The Organizer/Agencies shall not be held liable for any losses any winner may incur in connection with their prizes, whatever the nature of such losses, except as expressly provided and determined under the law;

XI.9. The Organizer/Agencies shall not be held liable for the delayed delivery/award of prizes due to delays in the provision of services by their suppliers.

XI.10. All participants have equal chances to win prizes.

XI.11. Any participation that seems suspicious in accordance with the provisions of this Regulation shall be invalidated, without informing the participant.

XI.12. The Organizer and the Agencies shall not be held liable for the way in which the winning participant understands to use the prize.

XII. PROCESSING OF PERSONAL DATA

XII.1. The information regarding personal data processing can be found in Annex 1 hereto.

XIII. TERMINATION/DISCONTINUANCE OF THE CAMPAIGN. FORCE MAJEURE

XIII.1. This Campaign may come to an end in case of a force majeure* event, including the Organizer's impossibility to continue it for reasons beyond its control. * Force majeure, defined as the unforeseeable and insuperable event occurred after the coming into force of this Official Regulation and that prevents the Organizer and/or the Agencies from fulfilling, in full or in part, their contractual duties. Force majeure shall release the party claiming it from liability, during the existence of the case of force majeure, if it is confirmed by the institutions competent to ascertain the event.

XIII.2. Should a Force Majeure event prevent or delay, either in full or in part, performance of the Official Regulation and further performance of the Campaign, the Organizer and/or the Agencies shall be released of liability in connection with such performance of their obligations for the period when this is prevented or delayed by Force Majeure. Should Force Majeure be claimed, the Organizer and/or the Agencies is/are under the obligation to inform the Participants in the Campaign of the occurrence thereof within 5 business days since occurrence of the Force Majeure event.

XIII.3. The Campaign may also be ceased before reaching the period set or can be suspended at any time, as the Organizer may decide in its discretion, provided such situation is notified beforehand, and subject to the provisions of this Regulation.

XIV. COMPLAINTS AND LITIGATIONS

XIV.1. Participants may submit appeals in connection with the Campaign by mail, to the address of the Organizer, namely Bucharest, Sector 1, Aleea Alexandru, Nr. 21, or by e-mail to the following address office@romanianow.com within 10 (ten) days from the date of publication of all validated winners. After this date, no appeal shall be taken into consideration. The complaints will be solved within 15 days from submission, with a written reply to the Participant, to the e-mail address stated or the postal address shared by it.

XIV.2. Any litigations that might arise with respect to any issue related to the conduct of this Campaign will be settled amicably and, failing amicable settlement, the litigations will be referred to the courts of competent jurisdiction of Romania.

This regulation annuls the regulation authenticated under no. [redacted] dated [redacted] by notary public Nica Oana Raluca

The ORGANIZER SC NORDIS MANAGEMENT SRL
Represented by

ANNEX no. 1 to the Official Regulation of the Campaign 'ROMANIA NOW'
(the 'Campaign')
- Information about personal data processing -

I. Data about the controller and their processors of the personal data

For the purposes of this Campaign, the personal data of the participants will be processed by:

SC NORDIS MANAGEMENT SRL (hereinafter referred to as the '**Organizer**'), with registered office in Bucharest, Sector 1, Aleea Alexandru, Nr. 21, registered with the Trade Register under no. J40/20150/02.12.2008, URC RO24813191, duly represented by Postoaca Gheorghe Emanuel, as Director; and

through the advertising agency **ORASUL MEU MARKETING S.R.L.**, with registered office in Bucharest, Sector 2, str. Vasile Lascar, nr. 144-146, etaj 1, registered with the Trade Register Office under no. J40/5435/2010, URC RO26986733, duly represented by Mugur Patrascu, as Director; and

through **MEDIAPOST HIT MAIL SA**, with registered office in Str. Siriului, nr. 42-46, Sector 1, Bucharest, sole registration code RO 13351917, as processor of the Controller (hereinafter referred to as the '**Processor**'),

The contact data of the Controller, for ambiguities or exercising the rights by data subjects with regards to the personal data, is as follows:

SC NORDIS MANAGEMENT SRL, address: Aleea Alexandru, Nr.21, Sector 1, Bucharest, Romania, telephone: 0374435540, email: office@nordis.ro

II. Categories of personal data processed in the Campaign

For the purpose of this Campaign, the Controller (by the Joint Controller) will collect the following categories of personal data from the Participants:

- i Instagram ID;
- ii Data resulting from accessing the Instagram page of the Organizer;
- iii information regarding the preferences of the participants that emerge from the comments or pictures posted;
- iv Other personal data that are provided voluntarily by participants in the Campaign.
 - a. in addition, (through the Processor) for the winners of the Campaign prizes:
- v Copy of the identity document;
- vi Email address;
- vii Voice (for recording the calls with the winners);
- viii IBAN account;
- ix Signature - for those who sign the assignment of rights agreement;

A copy of the identity document will be collected in order to confirm the data on the account statement containing the IBAN account necessary for the transfer that will be made for the awarding of prizes.

III. Processing purpose

The personal data of the Participants in the Campaign will be processed by the Controller, for the:

- 1. organization and development of the Campaign;
- 2. designation and validation of the winners;

3. attribution of prizes and fulfillment of the Operator's tax and financial-accounting obligations.

The phone conversations containing personal data of Campaign participants will be recorded so that they can be used as evidence in any disputes related to the process of validating winners and handing out the prizes granted in the Campaign, as well as for the purpose of verifying how Mediapost Hit Mail employees manage their relationship with the Campaign participants.

IV. Legal ground of processing

The data will be processed on the basis of consent and/or legitimate interest. Recording and storing phone conversations featuring the personal data of the Participants in the Campaign shall occur on the basis of the legitimate interest of the Controller, consisting of the right to pre-establish possible evidence as to the means of communicating with the participants for the prize validation and handing over process, as well as to ensure that the relationships with the participants to the Campaign are correctly managed by the Mediapost Hit Mail employees.

V. Recipients of personal data

The personal data collected within the Campaign by the Controller shall be disclosed to the Processor MEDIAPOST HIT MAIL SA, as well as to the authorities, in the cases in which the Controller is required to observe the obligations imposed by the legislation in force.

Except as detailed above, the Controller will not disclose to any third party any part of the personal data processed in connection with the Campaign, without notifying the data subjects, or, if applicable, without obtaining their prior consent.

VI. Personal data storage period

The personal data of the non-winning Participants will be stored for 30 days as of the date on which the Campaign ends.

The personal data of the winners of prizes shall be stored for as long as this is necessary to attain the purposes for this is collected, in compliance with the data retention internal procedures, including the applicable archiving rules, however for not more than 3 years of its collection date.

The personal data of the Grand Prize Winner shall be stored by the Controller in accordance with the laws applicable in the finance-accounting sector, respectively 10 (ten) years from the conclusion date of the financial year in which the payment of the tax on the prizes was performed.

The phone conversations featuring the personal data of the Participants in the Campaign will be stored for as long as this is necessary to attain the purposes for this is collected, in compliance with the data retention internal procedures, however for not more than 1 year of its collection and winner validation date.

At the expiry of the personal data storage period, the Controller shall delete/destroy this data from the processing and storage means, demanding also their Processor(s) to do the same.

VII. Rights of data subjects

In order to ensure a fair and transparent processing, the Controller informs the Participants about their rights as data subjects, under the applicable legal provisions:

- i the right to withdraw their consent to data processing, at any time, when such is based on consent, without it affecting the lawfulness of the processing based on consent, prior to its withdrawal;
- ii the right to request access to the personal data;
- iii the right to request the rectification of the personal data;
- iv the right to request the deletion of the personal data
- v the right to restrict the processing;
- vi the right to object to the processing, subject to the conditions laid down by law;
- vii the right to data portability;
- viii the right to lodge a complaint with the National Authority for the Supervision of Personal Data Processing.

The Participants may exercise their rights as stated above by a request addressed to the Controllers: **SC NORDIS MANAGEMENT SRL**, address: Aleea Alexandru, Nr.21, Sector 1, Bucharest, Romania, telephone: 0374435540, email: office@nordis.ro

VIII. Protection of children's personal data

Given the fact that only natural persons who are at least 18 years old may participate in the Campaign, no personal data of persons aged below 18 years shall be stored. When the Controller/a Processor receives personal data pertaining to persons aged under 18 years, this data shall be immediately deleted/destroyed from any processing and storage means of the Controller/Processor. When a parent or another holder of the parental authority gives notice of the processing of any personal data pertaining to persons aged under 18 years, the Controller shall immediately delete/destroy it from any of its processing and storage means.

IX. Personal data security

The Controllers undertake to put in place adequate technical and organizational means to ensure the proper security level of the personal data belonging to the Campaign participants. The Controller undertakes to impose similar duties also to the Processor. When assessing such adequate level of the security, due consideration shall be given to the risks pertaining to the processing of personal data, generated in a specific, accidental or unlawful manner by the destruction, loss, alteration, unauthorized disclosure or access to the personal data sent, stored or processed.

X. Amendment of the personal data processing policy

The Controllers have the right to amend the present Annex to the Regulation at any given time during the Campaign, but only when more efficient measures can be employed to protect and keep secure the personal data of data subjects, and without prejudice to the rights and freedoms of the data subjects. Any such amendment shall be published on the Controller's **SC NORDIS MANAGEMENT SRL** /or Campaign's website and shall be given notice of to the Participants by the same means employed to give notice of this Regulations to them.

XI. Other provisions

To the extent that, during the Campaign, the Participants disclose personal data belonging to third parties, the participants hereby acknowledge that they have informed these persons about how their personal data being processed and the fact that these data is used for the purpose of running the Campaign, and that they have obtained the agreement of the respective persons to this operation. In this regard, the Participants have the obligation to inform these persons about the content of this section.

The personal data of the Participants in this Campaign will be processed in accordance with the applicable laws on the protection of personal data, in particular, in accordance with the provisions of Regulation No. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

ANNEX no 2
to the OFFICIAL REGULATION OF THE PROMOTIONAL CAMPAIGN
'ROMANIA NOW'
Promotional campaign for consumers
Campaign period: 4 November 2021 – 21 November 2021

- IMAGE USE AGREEMENT TEMPLATE -

I, the undersigned, [...], Romanian citizen, born on [...] in [...], domiciled in [...], as winner of the

Promotional Campaign '**ROMANIA NOW**' (hereinafter referred to as the '**Campaign**'), organized by **SC NORDIS MANAGEMENT SRL** with registered office in Bucharest, Sector 1, Aleea Alexandru, Nr. 21, registered with the Trade Register under no. J40/20150/02.12.2008, URC RO24813191, hereinafter referred to as '**NORDIS MANAGEMENT**';

I hereby, on my own behalf, **agree to the following**, for the benefit of NORDIS MANAGEMENT:

1. I hereby grant NORDIS MANAGEMENT the right to use the photos registered in the 'ROMANIA NOW' Campaign, in the post-communication materials regarding the Campaign and in order to promote NORDIS products, respectively the right to reproduce the photo in any media format (including, but not limited to printed materials, audiovisual, internet, social networks, etc.), including on NORDIS products, for a period of 3 years from the date of signing this Agreement (the 'Duration of Use').

I hereby acknowledge and understand that the materials that include the photo and that will be made public by NORDIS MANAGEMENT during the Duration of Use, by posting on social networks or through other media channels, online or printed, **will not be fully withdrawn, destroyed, deleted or eliminated by NORDIS MANAGEMENT, but may remain public and accessible after the expiration of the Duration of Use**, and their non-removal by NORDIS MANAGEMENT shall not constitute a violation of the rights of the undersigned (e.g.: the photos/videos in which the photo will be used may be accessed online after the expiration of the Duration of Use, on websites or accounts on social networks belonging to NORDIS MANAGEMENT or its partners, or as part of previous or ongoing projects or campaigns by NORDIS MANAGEMENT). However, NORDIS MANAGEMENT shall no longer be able to use materials or any other works of intellectual or artistic creation that include the winning photo, in new projects or campaigns, after the expiration of the Duration of Use.

2. The promotional materials created and the rights granted to NORDIS MANAGEMENT under this Agreement shall be transferable by NORDIS MANAGEMENT to other companies within the NORDIS MANAGEMENT Group, within the same Duration of Use and limited to the production of materials to promote NORDIS products or the Campaign.

3. All rights granted to NORDIS MANAGEMENT may be used without any limitation of geographical space, exclusively, and include without limitation, placing the winning photo on any medium, adaptation, full or partial reproduction of the placed image, broadcasting the placed image by any method of transmission on all broadcast media - Internet, TV, indoor and outdoor flat screen TVs, as well as any other broadcast media.

4. The rights granted to NORDIS MANAGEMENT and to the other companies within the NORDIS MANAGEMENT Group under this Agreement are set up free of charge and I hereby irrevocably waive any claim for remuneration in connection with this Agreement or for the use of the winning photo, in the manner established by this Agreement.
5. I hereby undertake not to make press statements, directly or indirectly, regarding the association of the winning photo with NORDIS MANAGEMENT and the other companies within the NORDIS MANAGEMENT Group, for the entire Duration of Use and for a period of 3 (three) years from its expiration, without the prior written consent of NORDIS MANAGEMENT.
6. I hereby undertake not to carry out any communications or activities likely to harm the image, reputation and activity of NORDIS MANAGEMENT, and any defamatory, derogatory or other statements regarding NORDIS MANAGEMENT, which would have a negative impact on the image of NORDIS MANAGEMENT.
7. I understand that the use of the winning photo represents a processing of personal data (by association), being subject to a notice regarding the processing of personal data, included as Annex 1 to the Official Regulation of the Campaign.

By signing below I hereby confirm that I agree with all the above

Date:

Person's name:

Signature:

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