

**THE OFFICIAL REGULATION OF  
FIRST ARTISTS ANNOUNCEMENT UNTOLD 2020 CAMPAIGN**

**Art. 1 - The Organizers and the Official Regulations of the Campaign**

- 1) The *First Artists Announcement UNTOLD 2020* Campaign, within the UNTOLD Festival 2020, is organized and carried out by UNTOLD SRL, headquartered in Cluj-Napoca, Eremia Grigorescu Street, no. 122A, Cluj County, registered with the Trade Register attached to the Cluj Tribunal with no. J12 / 3105 / 12.10.2015, having VAT Code RO 35113711.
- 2) The decision to carry out the Campaign according to the rules of this Regulation (hereinafter referred to as the "**Official Regulation**") is final and binding for the Participants.
- 3) The participants in the Campaign are bound to respect the terms and conditions of the present Official Regulation of the Campaign (hereinafter referred to as the "**Official Regulation**") and agree to the Privacy Policy of the UNTOLD company, which you can access any time on the official website at [www.untold.com](http://www.untold.com) at the Privacy Policy section.
- 4) The Official Regulation is available free of charge to any interested person, anytime during the Campaign period, by accessing the following link: [www.untold.com/contest-rules](http://www.untold.com/contest-rules).
- 5) The Organizer reserves the right to complete and / or modify the Official Regulation, in which case the completion and/or the modification shall be brought to public notice in the manner provided in art. 1, para. (4).

**Art. 2 - Legal basis**

- 6) The Campaign is organized in accordance with the provisions of Government Ordinance no. 99/2000, regarding the commercialization of products and services on the market, updated, and in accordance with the relevant legislation.

**Art. 3 - The territory and the duration of the Campaign**

- 7) The registration in the Campaign is free of charge for any participant and shall be done by following the instructions on the Untold Facebook page, respectively -> tag your friends in a comment on the post during the campaign and you will automatically enter in a draw after which you can win a 4 day invitation to UNTOLD Festival 2020. Participants must also agree to the Terms and Conditions of this Regulation and the Untold Company Privacy Policy.
- 8) The campaign is carried out from the 19th of February 2020 until the 24th of February 2020 ("Campaign Period"). The campaign will be communicated on Facebook social network. The total estimated value of the prizes awarded for this Campaign is **2123,22 LEI**.

**Art. 4 - The right to participate**

- 9) Only private individuals who follow the instructions set in this Regulation and on the Untold Facebook page may register for participating in this campaign.

- 10) The under aged who have not reached the age of 16 can participate in the Campaign only if they send a Parental Agreement in which the parent or the person who has the supervisory authority over the minor expresses his firm agreement for the minor to register and to participate in this campaign. This agreement will be signed and sent to the following address: contact@untold.com BEFORE the minor makes the registration.
- 11) The following categories of persons cannot participate in the Campaign:
- Untold SRL employees or the organizers of the Untold Festival event
  - employees of any companies involved in carrying out any activities related to the organization and carrying out of the Campaign.
- Also, relatives of the employees mentioned above (i.e. children / parents, brothers / sisters, husband / wife) are not entitled to participate in the Campaign.
- 12) Entries that do not comply with the above conditions and the provisions of this Regulation will not be taken into account and will be deleted.
- 13) Any error and / or omission regarding the personal data provided by the Participant to the Organizer does not attract the latter's responsibility, the accuracy of the contact data provided by the Participants, this being their sole responsibility.
- 14) Entries to the Campaign sent under the following conditions will not be taken into account:
- If they are sent outside the registration period, according to article 3 above;
  - If they have been made by fraud attempts or by any other means and / or electronic equipment and / or software than those indicated by the Organizer, or have been carried out in breach of any of the conditions and terms of the Regulation;
  - If they are not related to the nature and purpose of the Campaign, as detailed in this Regulation.

#### **Art. 5 - The Mechanism of the Campaign and Registration in the Campaign**

- 15) In order to participate in this Campaign, Participants must respect the following mechanism:

During the campaign, the participant must tag his/her friends in a comment on the post made by Untold, post that announces the first wave of artists and must agree with the Regulation of this Campaign. At the time of registration, the Participant agrees that the Facebook ID on his profile page will be processed by the Organizer for this purpose.

#### **Art. 6 - The Prize and how it is awarded**

- 16) The winners will be those who have followed all terms and conditions of this Campaign, have tagged their friends in a comment on the post made specially for this Campaign and have been selected at the raffle made on the 24th of February 2020.
- 17) On the 24th of February 2020, UNTOLD will randomly designate the participants and then inform the winners on Facebook social network within 1 day from the end of the Campaign. The list of winners will be displayed on the Untold Facebook page (and on the UNTOLD official website).

18) The awards granted within the Campaign consist of: 2 General Access Passes, having a total value of 2123,22 LEI.

19) If the potential winner of the prize cannot be contacted for reasons that are not the Organizer's fault or is contacted but will not communicate in 3 days the details requested in order to send the award, such as e-mail address, surname and given and telephone number, or refuses to receive the prize, the potential winner loses the right to claim the prize. The Organizer will verify the winner-reserve list, in order to designate another potential winner.

20) If neither the winner-reserves fulfill the validation conditions and cannot be contacted for reasons independent to the Organizer, they lose the right to the prize won during the promotional campaign and this prize will no longer be granted and will remain available to the Organizer.

21) The award will be delivered by e-mail to the Winner, within 7 days from the date of the raffle, to the address indicated when contacting the winner on Facebook/Instagram/Messenger, after the Winner was informed according to the procedure mentioned above. In the event that the email address provided to the Organizer is not valid, the winner will lose the right to request the prize.

22) No additional direct or indirect expenses are imposed on the Campaign participants. The cash value of the prizes won during the present Campaign cannot be granted, respectively the prizes offered during the present Campaign cannot be changed.

#### **Art. 7 – Responsibility**

23) The Organizer does not assume responsibility and will not be Party in cases regarding the ownership of the prizes.

24) The Organizer is entitled to take all necessary measures in case of attempt of fraud of the present Campaign Regulation, of the payment/registration system, abuse or any other attempts that could affect the image of this Campaign.

25) The Campaign Organizer will have no liability and will not be involved in any litigation related to the ownership of the Prize received, nor regarding any additional expenses incurred by the Participant in connection with this Campaign.

26) In the event of a dispute over the validity of an entry in this Campaign, the decision of the Organizer is final. The Organizer assumes no responsibility for:

- a) Any error in the data provided by the Winners; the accuracy of the contact details does not attract the responsibility of the Organizer, it being the sole responsibility of the Participants.
- b) Errors caused by the incorrect use of the personal computer by the Participant (interruption of the electrical source of the computer, errors of the operating system installed on the computer, errors caused by the viruses of the operating system of the computer, errors caused by the ill-use of the technology by the Participant in order to manipulate the results of the Campaign);
- c) Situations in which certain persons registered in the Campaign are unable to participate, in whole or in part, in the Campaign, if this incapacity is due to circumstances outside the control that the Organizer can reasonably exercise;
- d) Possible disputes between Participants regarding the rights to the e-mail addresses.

- e) The impossibility of a Participant to receive the prize due to not respecting the Campaign Regulations as a whole and / or because of the surname and / or given name and / or of the inaccurate data transmitted.

These circumstances may be due to: inaccurate or incomplete information, information transmitted with interruptions, transmitted late or deformed in any other way, following the actions of the users of the website, the functioning of their computing equipment, their applications or other technical equipment used in the Campaign, lack the Parental Agreement for those under the age of 16. These circumstances may also be due to technical difficulties and / or interruptions that may affect the functioning of Internet connections and / or computing equipment and / or applications of the Internet provider and / or the failure / malfunction of the e-mail, either in the case of the Organizer, or in the case of the Participant, caused by technical problems and / or intense Internet traffic, in general, or on the website, in particular, or both types of problems and / or technical failures of telephone or payment operators.

27) The participants expressly, unequivocally and definitively accept all the decisions taken by the Organizer regarding the Winners, as well as the subsequent calendar of the Campaign or other changes related to the implementation of the Campaign. The Organizer has the right to disqualify any Participant who does not comply with the Campaign Regulations or one regarding whom there is evidence of incorrect behavior or sabotage of any kind against the Campaign. Participants also undertake to making available to the Organizer all relevant contact details.

28) Any disputes regarding the ownership of the prizes will not influence the principle according to which the Competition Organizer will award the prize to the person who respects the provisions of this Official Regulation. From the moment the winner receives the prize, the Organizer is released from any obligation towards the winning Participant and towards all the other participants.

#### **Art. 8 - Litigation and applicable law**

29) Any disputes arising between the Organizer, on one hand, and any of the Participants, on the other, will be resolved amicably or, if this is not possible, the disputes will be resolved by the competent court from the municipality of Cluj-Napoca, from the Organizer's headquarters, in accordance with the common law.

30) The applicable law is the Romanian law.

#### **Art. 9 - Taxes**

31) The organizer undertakes to withhold and pay the taxes due for the revenues consisting of the prizes granted to the winners with Romanian citizenship in accordance with the provisions of art. 110 paragraph (1) of the Fiscal Code approved by law 227 of 2015, with the subsequent modifications and completions, any other obligations of any other nature, in relation to the prizes being the exclusive responsibility of the winners.

#### **Art. 10. - Processing of personal data**

32) The Organizer commits to respect the legislation regarding the protection of personal data during this Campaign. Thus, the Organizer undertakes to maintain the confidentiality of the personal data of the Participants in the present Campaign and to use them in accordance with the present Regulations and the legislation in force.

By participating in the Campaign, the Participants agree that the Organizer collects, records, organizes, stores, extracts, consults, uses, transfers or processes in any other matter the personal data provided by the Participany in any other way, in accordance with the applicable legislation.

The present chapter of the Regulation is completed by the provisions regarding the protection of personal data in the Privacy Policy, which the client **accepts before carrying out the operation of purchasing the subscriptions.** The personal data of the participants in the Campaign will be processed in accordance with the legal provisions regarding the processing of personal data and the free movement of these data, and in accordance with the Untold Privacy Policy.

33) The categories of personal data that are the object of the processing, as well as the purpose of the collection and processing are those mentioned in the personal data processing agreement on which the participants in the Campaign expressly consented, in relation to Untold by accepting the official Privacy Policy.

34) The participants have, in relation to the controller/his processor, the rights conferred by law, respectively the right to information, the right of access to data, the right to intervene on data, the right to oppose the collection and processing of personal data, the right not to be subject to an individual decision and the right to address a court of law and / or the National Supervisory Authority for the Processing of Personal Data.

35) By accepting this Regulation, the Participants acknowledge that they are guaranteed the rights provided by law, respectively the right to information, the right to access data, the right to intervene on them, the right not to be subject to an individual decision, the right to to sue in case of violation of their rights.

#### **Art. 11 - Termination of the campaign**

36) The present Campaign can end only in the event of the occurrence of an event that constitutes force majeure\*, including in the case of the Organizer's impossibility, for reasons independent of its will to continue it.

- The force majeure, agreed to represent the unforeseeable and unavoidable event, occurred after the entry into force of this Official Regulation and which prevents the party or parties from fulfilling their contractual obligations, exempts the party invoking it from liability , for the duration of the force majeure case, confirmed by the Chamber of Commerce and Industry of Romania.

37) If a situation of force majeure, including the impossibility of the Organizer for reasons independent of its will, completely or partially hinders the execution of the Official Regulation and the continuation of the Campaign, the Organizer will be exempted from the responsibility regarding the fulfillment of its obligations for the period during which this fulfillment will be prevented or delayed, according to art. 1082 and 1083 of the Romanian Civil Code. If it invokes force majeure, the Organizer is obliged to communicate its existence to the participants in the Campaign within 5 (five) working days from the occurrence of the force majeure case.

#### **Art. 12 - Other Clauses**

38) The Organizer's decisions regarding the Campaign and prize awarded are final and applicable to all Participants.

39) The prizes not granted will remain in the possession of the Organizer who can freely dispose of them in a manner that it is considered necessary or appropriate to its interests.

40) The Organizer is entitled to take all the necessary measures in case of attempt of fraud of the system, abuse or any other attempts that could affect the image or the costs involved in organizing and carrying out the Campaign.