

Regulament participare concurs  
***COGNIZANT SOFTVISION TREASURE HUNT @UNTOLD***

## **1. Organizator**

1.1. Concursul "COGNIZANT SOFTVISION TREASURE HUNT@UNTOLD" organizat in cadrul festivalului UNTOLD 2019 este conceput si administrat de catre SC Softvision SRL ("Softvision", "Organizator"), o companie romaneasca cu sediul in Cluj Napoca, str. Republicii nr.57-59, ap.3, jud. Cluj, Cod fiscal RO10938454, inregistrata la Registrul Comertului sub nr. J12/1345/1998.

1.2. Prin organizarea acestui Concur, Softvision urmareste promovarea brand-ului Softvision, cunoasterea participantilor si antrenarea acestora in activitati interesante, specifice domeniului IT in cadrul evenimentului Untold 2019.

1.3. Prezentul concept si format al concursului reprezinta obiect al dreptului de autor al organizatorului, fiind ocrotit conform prevederilor Legii nr.8/1996 privind drepturile de autor si drepturile conexe

## **2. Perioada si locul de desfasurare al concursului**

Concursul se desfasoara in perimetrul destinat festivalului Untold 2019, prin intermediul aplicatiei mobile "Body Marbling Treasure Hunt", ce poate fi gasita pe Google Play si Apple Store, in perioada 01-04 august 2019, cu respectarea criteriilor de participare si a mecanismului de desfasurare al concursului descris prin prezentul Regulament.

## **3. Conditii de participare la concurs**

3.1. La concursul "COGNIZANT SOFTVISION TREASURE HUNT@UNTOLD" poate participa orice persoana fizica, cu varsta de minim 18 ani impliniti la data inscrierii la concurs, fapt ce poate fi dovedit cu un document de identitate valabil, care urmeaza a fi prezentat de catre participant in scopul identificarii, validarii si al ridicarii premiului, si doar in cazul desemnarii ca si castigator.

3.2. In cazul descoperirii oricaror neconcordanțe între datele furnizate organizatorului (de către oricare dintre participanți) și realitate, respectivă participare se invalidează fără îndeplinirea vreunei formalități înaintea participanților.

3.3. Prin înscrierea la concurs, participanții confirmă în mod expres, necondiționat și fără rezerve (ca): (i) au citit și au înțeles regulamentul și politica de confidențialitate și protecție a datelor cu caracter personal ce se regăsește la adresa <https://www.cognizantsoftvision.com/privacy-policy/>, și acceptă termenii și condițiile acestora; (ii) obligativitatea respectării integrale și pe tot parcursul concursului a prevederilor prezentului regulament și (iii) au înțeles și sunt de acord că, în cazul nerespectării prevederilor prezentului regulament, participarea lor la Concur să fie exclusă și orice premii acordate să fie anulate.

3.4. Nu pot participa la concurs angajații și colaboratorii organizatorului implicați în organizarea evenimentului „UNTOLD 2019” și a participării organizatorului la acesta.

## **4. Mecanismul Concursului, desemnarea și anunțarea castigatorului**

### **4.1. Mecanismul Concursului**

4.1.1. Concursul se desfasoara prin intermediul platformei aplicatiei mobile "Body Marbling Treasure Hunt", ce poate fi gasita pe Google Play si Apple Store, detinuta de organizator, pentru durata si pe teritoriul mentionate la pct.2 - Perioada si locul de desfasurare al concursului de mai sus.

4.1.2. Concursul se adreseaza persoanelor care indeplinesc toate conditiile cerute unui participant, dupa cum se detaliaza pct.3 de mai sus - Conditii de participare la concurs.

4.1.3. Astfel, persoanele care vor sa participe la concurs trebuie sa acceseze magazinele online Google Play si Apple Store, de unde sa descare si instaleze pe dispozitivele mobile proprietatea lor, aplicatia mobila "Body Marbling Treasure Hunt" detinuta de catre organizator, si sa se inregistreze in aplicatie cu o adresa de email valida si cu nume si prenume. Fiecare persoana are dreptul la o singura inscriere, inscrierile multiple fiind descalificate automat.

4.1.4. Inscrierea la concurs se face prin utilizarea aplicatiei mobile "Body Marbling Treasure Hunt", pentru a gasi toate indiciile aflate in zona spatiului de concurs din perimetrul Untold 2019 aflat in apropierea standului Softvision. Inscrierea la concurs se valideaza doar atunci cand utilizatorul parcurge toti pasii din aplicatie, prin afisarea pe ecran a mesajului "**Time to get marbled!(...) You are now automatically registered in the raffle**".

#### **4.2. Desemnarea castigatorilor si anuntarea acestora**

4.2.1. In ultima zi de concurs, 04.08.2019, va fi desemnat un castigator, din toti participantii eligibili inscrisi in concurs, pana la ora 17:00, prin tragere automatizata la sorti, cu utilizarea mecanismului random.org.

4.2.2. Castigatorul desemnat zilnic va fi anuntat pe pagina oficiala de facebook a Softvision.

4.2.3. Validarea participantului desemnat castigator si acordarea premiului se va face pe baza datelor personale furnizate la inscrierea in concurs, dovedite cu documente justificative.

#### **4.3.Fraudarea Concursului**

Organizatorul isi rezerva dreptul de a lua toate masurile pentru a evita fraudarea concursului. In cazul constatarii unor situatii de fraudare a concursului, organizatorul va proceda la descalificarea participantului si la invalidarea premiului castigat prin fraudare.

### **5. Premiul concursului**

5.1. Premiul acordat castigatorului concursului "COGNIZANT SOFTVISION TREASURE HUNT@UNTOLD" consta in **1 drona model DJI Mavic Air**, in valoare de 5200 lei.

5.2. Nu este permisa inlocuirea premiilor cu contravaloarea acestora in bani si nici cedarea premiului castigat catre o alta persoana.

5.3. Persoanele declarate castigatoare vor fi anuntate direct in fiecare zi a evenimentului Untold 2019, prin intermediul adresei de email si/sau a numarului de telefon indicat in formularul de inscriere

5.4. Daca persoana declarata castigatoare nu confirma primirea informatiilor in termen de maximum 24 de ore de la data informarii, premiul castigat de persoana va fi anulat.

5.5. Validarea si ridicarea premiului de la organizator se poate face numai in baza datelor personale comunicate de castigator organizatorului la data inscrierii.

5.5. Orice eroare in declararea datelor personale nu atrage raspunderea organizatorului. Ca atare, acesta nu are niciun fel de obligatie in cazul furnizarii de catre participantul castigator a unor date eronate care duc la imposibilitatea transferului in conditii normale a premiului catre acesta.

5.5. Premiul oferit de catre organizator conform prezentului regulament se va preda dupa verificarea si confirmarea datelor castigatorului de catre Softvision, prin email sau personal, in termen de 6 ore de la primirea informatiilor de la castigator si confirmarea acestora.

5.6. Organizatorului nu-i revine nicio raspundere in ceea ce priveste orice intarziere in predarea premiului concursului sau chiar o eventuala imposibilitate de predare a premiului cauzata de participantul castigator. Pentru astfel de situatii, participantii iau la cunostinta ca, dupa expirarea termenului de confirmare a

informatiilor de 24 de ore, organizatorul este exonerat de orice raspundere privind ridicarea premiului, obligatia de predare a premiului de catre organizator incetand.

## **6. Protectia datelor cu caracter personal**

6.1. Prin participarea la concursul „COGNIZANT SOFTVISION TREASURE HUNT@UNTOLD”, respectiv prin completarea campurilor obligatorii in aplicatia mobila “Body Marbling Treasure Hunt” orice participant isi exprima acordul ca toate datele cu caracter personal comunicate organizatorului: (i) sa fie incluse in baza de date a SC Softvision SRL, (ii) sa fie prelucrate astfel: informatia primita de la participantii va fi utilizata cu scopul de a determina castigatorul concursului, conform Regulamentului si a politicii Softvision de protectie a datelor cu caracter personal, care se regaseste la <https://www.cognizantsoftvision.com/privacy-policy/>, precum si in scop de reclama, marketing si publicitate a organizatorului.

6.2. Datele cu caracter personal prelucrate de organizator in baza acestui Regulament sunt:

- pentru participantii – nume, prenume, telefon, adresa de email, ocupatie;

- pentru participantul desemnat castigator - numele si prenumele, adresa de domiciliu, data nasterii, seria si numarul actului de identitate, data emiterii si perioada de valabilitate a acestuia, numarul de telefon mobil, adresa de posta electronica (e-mail). Daca va fi cazul, codul numeric personal al participantului desemnat castigator se poate utiliza in scopul retinerii, virarii si declararii impozitului pe veniturile din premii conform legii.

6.3. Organizatorul prelucreaza datele personale ale participantilor in vederea organizarii concursului, desemnarii castigatorilor, atribuirii de premii, precum si pentru a ii informa in legatura cu alte produse, servicii, evenimente si/sau concursuri viitoare, etc. (telefon, SMS, e-mail, posta etc.).

6.4. Organizatorul are obligatia sa aplice masurile tehnice si organizatorice adecvate pentru protejarea datelor cu caracter personal impotriva distrugerii accidentale sau ilegale, pierderii, modificarii, dezvaluirii sau accesului neautorizat, precum si impotriva oricarei alte forme de prelucrare ilegala.

6.5. Cu exceptia cazurilor in care din regulamentul rezulta permisiunea dezvaluirii si/sau transmiterii, organizatorul are obligatia sa pastreze stricta confidentialitate cu privire la datele cu caracter personal aparținand participantilor, acestia urmand sa le utilizeze numai in scopurile stabilite prin Regulament.

Participantii la concurs beneficiaza de toate drepturile conferite de legislatia in vigoare si detaliate la adresa <https://www.cognizantsoftvision.com/privacy-policy/>, inclusiv dreptul sa refuze, in orice moment, in mod gratuit si fara nicio justificare, ca datele cu caracter personal pe care le-au furnizat in legatura cu participarea la concurs sa fie prelucrate de catre Softvision, printr-o solicitare scrisa trimisa la adresa [marketing@softvision.com](mailto:marketing@softvision.com).

## **7. Publicarea Regulamentului Concursului**

7.1. Regulamentul concursului este disponibil spre consultare, in mod gratuit, pe pagina de concurs din cadrul paginii de internet <https://untold.cognizantsoftvision.com/>. Participantii nu vor fi obligati la plata vreunor sume catre organizator in legatura cu concursul sau la suportarea altor costuri decat cele inerente serviciilor de telefonie, de internet sau altor servicii contractate de acestia care le permit sa participe la concurs si sa acceseze paginile de internet relevante pentru detalii privind concursul sau in legatura cu acesta, servicii postale sau tarife normale de telefon in legatura cu concursul, fara a aduce atingere altor prevederi ale regulamentului.

7.2. Organizatorul isi rezerva dreptul sa modifice, fara sa solicite acordul participantilor si fara drept de compensare pentru acestia, oricare dintre prevederile prezentului regulament, cum ar fi, dar fara a se limita la prevederile care reglementeaza modul de derulare a concursului, teritoriul de desfasurare al concursului, conditiile de participare la concurs, data de inceput si data de sfarsit a concursului (putand

inclusiv sa suspende sau sa inceteze concursul). Modificarile de orice fel aduse prezentului regulament urmeaza sa intre in vigoare incepand cu data afisarii lor pe pagina de internet a organizatorului, respectiv <https://untold.cognizantsoftvision.com/>.

## **8. Taxe si impozite**

8.1. Conform legislatiei fiscale aplicabile, organizatorul are obligatia de a calcula, retine de la participantul castigator si vira la bugetul de stat impozitul aferent veniturilor din premii, conform reglementarilor fiscale in vigoare aplicabile in Romania. La data redactarii prezentului Regulament, valoarea impozitului, conform Codului Fiscal, reprezinta 10% din venitul net realizat din fiecare premiu, ce se calculeaza ca diferenta dintre valoarea bruta a premiului si suma reprezentand venitul neimpozabil (600 lei).

8.2. Orice alte obligatii de natura fiscala si/sau de orice alta natura, in legatura cu premiul acordat in concurs, cad si raman in sarcina exclusiva a castigatorului premiului

## **9. Limitare raspundere**

9.1. Prin participarea la concurs, participantii declara ca sunt de acord si ca nu vor solicita, in nicio modalitate, niciun fel de reparare materiala ori de orice alta natura si ca nu vor formula plangeri/sesizari impotriva organizatorului in cazul in care, dar fara a se limita la, sunt intalnite situatii in care: exista erori de conectare la retea si/sau la serviciu; aplicatia devine indisponibila sau se restrange in teritoriul unde se desfasoara concursul din cauze de forta majora si/sau revizii tehnice neasteptate, altele asemenea.

9.2. Organizatorul nu isi asuma si nu isi va asuma nicio raspundere cu privire la pretentiile tertilor sau ale oricaror institutii in ceea ce priveste premiul castigat de catre participant. Organizatorul nu are nici o raspundere si nu va putea fi implicat in litigii legate de proprietatea premiului dupa acordarea acestuia.

9.3. Organizatorul nu isi asuma si nu isi va asuma nicio raspundere in cazul in care ii sunt comunicate informatii false sau eronate. Organizatorul nu are nicio raspundere si nu va putea fi implicat in litigii legate de corectitudinea datelor personale trimise de catre participantii.

9.4. Organizatorul nu isi asuma si nu isi va asuma nicio raspundere cu privire la pretentiile participantilor la concurs privind functionarea defectuoasa si/sau nefunctionarea a retelelor de Internet care le permit participarea la concurs. Totodata, organizatorul nu va fi raspunzator pentru eventuale disfunctionalitati aparute in derularea Concursului, in general, ca urmare a actiunilor unor terti, cum ar fi dar fara a se limita la: distribuitori de energie electrica, operatori, proprietari sau administratori ai retelelor de telecomunicatii, cablu TV sau altii asemenea.

9.5. Organizatorul nu are obligatia de a purta corespondenta privitoare la solicitarile participantilor necastigatori.

## **10. Litigii**

Eventualele litigii aparute intre organizator, pe de o parte si participantii la concurs, pe de alta parte, se vor rezolva pe cale amiabila. In caz contrar, se vor solutiona de instantele judecatoresti competente de la sediul organizatorului.

## **11. Incetarea Concursului**

Concursul poate inceta in urmatoarele situatii:

- implinirea termenului pentru care a fost anuntat Concursul;
- aparitia unui eveniment ce constituie forta majora sau in cazul imposibilitatii organizatorului, din motive independente de vointa sa.

**Cluj Napoca**  
**Iulie 2019**

**Competition rules**  
***COGNIZANT SOFTVISION TREASURE HUNT@UNTOLD***

**1. Organizer**

1.1. The Contest "COGNIZANT SOFTVISION TREASURE HUNT@ UNTOLD" organized during UNTOLD 2019 festival is designed and managed by SC Softvision SRL ("Softvision", "Organizer"), a Romanian company based in Cluj Napoca, Republicii nr.57 -59, ap.3, Cluj County, Fiscal Code RO10938454, registered with the Trade Registry under No. J12 / 1345/1998.

1.2. By organizing this Contest, Softvision aims to promote the Softvision brand, finding a suggestive name for the virtual assistant of the organizer, and engage participants in interesting activities at the Untold 2019 festival.

1.3. The present concept and format of the contest is an object of copyright of the organizer, being protected according to the provisions of Law no.8 / 1996 on copyright and related rights.

**2. Period and venue of the contest**

The contest takes place in the perimeter of the Untold 2019 festival through the Mobile Marble Treasure Hunt app, which can be found on Google Play and the Apple Store, between August 1 and 20, 2019, respecting the participation criteria and the deployment mechanism of the competition described by this Regulation.

**3. Conditions for participation in the contest**

3.1. The competition "COGNIZANT SOFTVISION TREASURE HUNT @ UNTOLD" can be attended by any individual, who is at least 18 years of age at the time of enrollment, which can be proved with a valid identity document to be presented by the participant with the purpose of identifying, validating and raising the prize, and only in case of designation as a winner.

3.2. In the event of any inconsistency between the data provided by the organizer (by any of the participants) and reality, that participation shall be invalidated without any formalities being performed before the participants.

3.3. By signing up for the contest, the participants expressly, unconditionally and without reservation (i): (i) have read and understood the privacy policy found at [https:// www.cognizantsoftvision.com/privacy-policy/](https://www.cognizantsoftvision.com/privacy-policy/), and accept their terms and conditions; (ii) Comply with the provisions of this Regulation throughout the competition; and (iii) understand and agree that in the event of non-compliance with the provisions of this Regulation, their participation in the Contest will be excluded and any prizes awarded will be void.

3.4. The organizers involved in organizing the event "UNTOLD 2019" and the organizer's participation can not participate in the competition.

#### **4. Mechanism of the Contest, designation and announcement of the winner**

##### 4.1. The Mechanism of the Contest

4.1.1. The contest is run through the Mobile Marbles platform "Mobile Marble Treasure Hunt", which can be found on Google Play and Apple Store, organized by the organizer, for the duration and territory mentioned in point 2 - The time and venue of the contest up.

4.1.2. The contest is for people who meet all the conditions required by a participant, as detailed in section 3 above - Conditions for participation in the contest.

4.1.3. Thus, people who want to participate in the contest have to access the online stores of Google Play and the Apple Store, where they can download and install on their mobile devices the mobile-owned "Body Marbling Treasure Hunt" owned by the organizer, and sign up for application with a valid email address with name and surname. Each person is entitled to a single sign-up, multiple registrations being disqualified automatically.

4.1.4. Signing up for the contest is done by using the Mobile Marble Treasure Hunt application to find all the clues in the area of the Untold 2019 perimeter near the Softvision stand. Entry is valid only when the user goes through all the steps in the application by displaying the message "Time to get marbled!" (...) You are now automatically registered in the raffle.

#### **5. Prize of the contest**

5.1. The prize awarded to the contest winner "COGNIZANT SOFTVISION TREASURE HUNT @ UNTOLD" consists of 1 1 dir model DJI Mavic Air, worth 5200 lei.

5.2. It is not allowed to replace the prizes with their cash equivalents, nor to award the prize won to another person.

5.3. Winning people will be announced directly each day at the Untold 2019 event via the email address and / or phone number indicated on the enrollment form

5.4. If the winning person does not acknowledge receipt of the information within 24 hours from the date of the information, the prize won by the person will be canceled.

5.5. Validation and raising of the prize from the organizer can only be made on the basis of the personal data communicated by the winner to the organizer at the time of enrollment.

5.5. Any error in declaring personal data is not the responsibility of the organizer. As such, it has no obligation whatsoever if the winning participant provides erroneous data that lead to the impossibility of transferring the prize to him in normal conditions.

5.5. The prize awarded by the organizer pursuant to this regulation will be handed over after verification and confirmation of the winner's data by Softvision, by email or personally, within 6 hours of receiving the information from the winner and confirming them.

5.6. The organizer is not responsible for any delay in the submission of the prize of the contest or even a possible impossibility of handing over the prize caused by the winning participant. For such situations, the participants are aware that after the expiration of the 24 hour information confirmation period, the organizer is relieved of any responsibility for raising the prize, the organizer's obligation to surrender the prize.

## **6. Personal data protection**

6.1. By participating in the "COGNIZANT SOFTVISION TREASURE HUNT @ UNTOLD" competition, by completing the mandatory fields in the Mobile Marble Treasure Hunt application, each participant agrees that all personal data communicated to the organizer: (i) be included in the data of SC Softvision SRL, (ii) be processed as follows: information received from participants will be used to determine the winner of the contest, in accordance with the Regulation and the Softvision Privacy Policy, which is found at <https://www.cognizantsoftvision.com/privacy-policy/>, as well as for advertising, marketing and promotional purposes of the organizer.

6.2. The personal data processed by the organizer under this Regulation are:

- for participants - name, surname, phone number, email address, occupation;

- for the winning participant - name and surname, home address, date of birth, serial number and ID number, date of issue and period of validity, mobile phone number, e-mail address. If appropriate, the personal numeric code of the winning participant may be used to retain, surrender and declare the income tax on prizes under the law.

6.3. The organizer processes the personal data of the participants in order to organize the contest, to nominate the winners, to award prizes, as well as to inform them about other products, services, events and / or future competitions, etc. (phone, SMS, e-mail, post, etc.).

6.4. The Organizer has the obligation to apply appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, modification, disclosure or unauthorized access, as well as against any other form of illegal processing.

6.5. Except where authorization or disclosure is permitted under the regulation, the organizer has the obligation to keep strict confidentiality regarding the personal data of the participants, and they will use them only for the purposes set out in the Regulation.

Participants in the contest benefit from all the rights granted by applicable law and detailed at <https://www.cognizantsoftvision.com/privacy-policy/>, including the right to refuse, at any time, free of charge and without any justification, that the data personal information that they have provided in connection with the participation in the contest to be processed by Softvision, through a written request sent to [marketing@softvision.com](mailto:marketing@softvision.com).

## **7. Publication of the Competition Rules**

7.1. The Competition Rules are available for consultation free of charge on the contest page at <https://untold.cognizantsoftvision.com/>. Participants will not be required to pay any sums to the organizer in connection with their contest or to bear any costs other than those inherent in the telephone, Internet or other services contracted by them that allow them to participate in the contest and access the relevant websites for details of its contest, postal services or normal telephone charges in connection with the contest, without prejudice to other provisions of the Regulation.

7.2. The Organizer reserves the right to modify, without seeking the consent of the participants and without compensation for them, any of the provisions of this regulation, such as but not limited to the provisions regulating the way the contest is run, the territory of the contest, the conditions for participation in the contest, the start date and the end of the contest (including suspending or terminating the contest). Changes of any kind made to this regulation will take

effect from the date of their display on the organizer's website, respectively <https://untold.cognizantsoftvision.com/>.

## **8. Taxes and taxes**

8.1. According to the applicable tax legislation, the organizer has the obligation to calculate, withhold from the winning participant and transfer to the state budget the tax related to the income from the prizes, according to the applicable tax regulations in force in Romania. At the date of this Regulation, the value of the tax, according to the Tax Code, represents 10% of the net income of each prize, which is calculated as the difference between the gross value of the prize and the non-taxable amount (600 lei).

8.2. Any other tax and / or any other kind of obligations in connection with the prize given in the competition fall and remain the sole responsibility of the winner of the prize.

## **9. Limitation of Liability**

9.1. By participating in the contest, the participants declare that they agree and will not in any way request any material or any other kind of repair and that they will not file complaints / notices against the organizer if, but without limit to, are encountered situations where: there are network and / or service connection errors; the application becomes unavailable or is restricted to the territory where the contest is held for reasons of force majeure and / or unexpected technical revisions, and the like.

9.2. The Organizer does not assume or assume any responsibility with respect to the claims of third parties or any of the institutions regarding the prize won by the participant. The organizer has no liability and will not be involved in litigation related to the ownership of the prize after it has been awarded.

9.3. The Organizer does not assume or assume any responsibility in the event of false or erroneous information. The organizer has no liability and will not be involved in litigation related to the correctness of the personal data sent by the participants.

9.4. The Organizer does not assume or assume any responsibility regarding the contestants' claims regarding the malfunctioning and / or malfunctioning of the Internet networks that allow them to participate in the contest. At the same time, the organizer will not be held responsible for possible malfunctions occurring during the Contest, in general, as a result of the actions of third parties, such as but not limited to: electricity distributors, operators, owners or administrators of telecommunication networks, cable TV or the like.

9.5. The organizer is under no obligation to hold correspondence regarding the requirements of non-winning participants.

## **10. Litigation**

Eventual disputes between the organizer on the one hand and the contestants on the other hand will be resolved amicably. Otherwise, they will be settled by the competent courts at the organizer's premises.

## **11. Canceling the Contest**

The contest may stop in the following situations:



- Completion of the deadline for which the Contest was announced;
- the occurrence of an event constituting force majeure or in the event of the impossibility of the organizer, for reasons beyond his control.

Cluj Napoca

July 2019