

OFFICIAL PROMOTIONAL CAMPAIGN REGULATION
"ART IN YOUR HANDS by Motorola"
Promotional campaign for consumers
Campaign period: 17.04.2024 - 23.06.2024

SECTION 1. ORGANISER OF THE PROMOTIONAL CAMPAIGN

(1) The promotional campaign "**ART IN YOUR HANDS by Motorola**", hereinafter referred to as the "**Campaign**", is organized and run by the company: **Lenovo Tehnology BV, The Netherlands, Amsterdam - Bucharest Branch, Bucharest District 1, 169.A Floreasca street, building B, Postal Code 014459, J40/5853/2005; EN 17416601, Bank Account IBAN: RO02 CITI0000 0007 5501 7019 opened at the Bank: CITI BANK ROMANIA** (hereinafter referred to as "**the Organiser**" or "**Lenovo Technology**").

(2) The campaign is organized by **Lenovo Tehnology** through the agency **SMARTPOINT CONSULTING S.R.L.**, located in 33 Splaiul Unirii boulevard, bl. M4, sc. 1, et. 4, ap. 18, Bucharest, Romania, registered at the Trade Register with no. J40/3792/2005, VAT number 17290596, fiscal attribute RO, telephone 031 805 3911, fax 031 805 3913, hereinafter referred to as "**The Agency Smartpoint**" or "**The Agency**".

(3) The Campaign shall be conducted in accordance with the provisions of these Official Rules, which participants in this Campaign are obliged to comply with (hereinafter referred to as "**Official Rules**").

SECTION 2. LEGAL BASIS

(1) The campaign is organized in accordance with the provisions of Government Ordinance no. 99/2000 on trading products and services on the market.

SECTION 3. LOCATION AND DURATION OF THE PROMOTIONAL CAMPAIGN

(1) The Campaign is organised and takes place on the territory of Romania, Bulgaria, Croatia, Hungary, Czech Republic, Slovakia, Greece and Serbia from **17.04.2024 (00.00.00, Romanian time) to 23.06.2024 (23.59.59, included, Romanian time)**, in compliance with the provisions of these Official Rules, as well as through the website www.hellomotoart.com, section dedicated to the Campaign (hereinafter referred to as "**Campaign Website**"), according to these Official Rules.

(2) The Organiser reserves the right to change the Campaign Period, during the Campaign, after public announcement of such change, as set out in Section 4 below.

SECTION 4. OFFICIAL REGULATIONS

(1) By participating in this Campaign participants agree to respect and comply with all provisions, terms and conditions of these Official Rules.

(2) The rules of the Campaign are drawn up and will be made public in accordance with the applicable legislation, being available free of charge to any applicant:

- by accessing the Campaign Website (www.hellomotoart.com in the case of IPs from outside Romania, section dedicated to the Campaign) accessible also from mobile or tablet;

(3) According to the Organiser's decision, the Campaign may be publicised in order to inform the public, including through advertising and/or informational materials. The information contained in such materials shall be interpreted in accordance with and supplemented by the provisions of these Official Rules. The prizes shown in the images used in the promotional materials of the Campaign are for presentation purposes only.

(4) The Organiser reserves the right to amend and/or supplement these Official Rules, as well as the right to suspend, terminate, interrupt, shorten and/or extend the Campaign at any time, by drawing up additional documents, and such amendments shall come into force on the day following the day on which the public is informed of the changes made, by publication on the Campaign Website (accessible also from mobile or tablet) or by other means of public information.

SECTION 5. PARTICIPATION RIGHT

(1) The Campaign is addressed to all persons with full legal capacity, Romanian or foreign citizens, domiciled or resident in one of the 8 countries mentioned in Section 3, item 1, with a minimum age of 18 years (reached by the Campaign start date), who comply with the terms and conditions of these Official Rules, (hereinafter referred to individually as "**Participant**" and collectively as "**Participants**").

(2) Self-employed, legal persons or entities without legal personality, employees of the Organiser, of the Agency and of the other agencies/companies involved in the organisation of the Campaign, as the case may be, and their family members (children, parents, brothers/sisters, spouse), family members and relatives of these employees, up to and including the fourth degree, are not entitled to participate in this Campaign.

(3) Participation in this Campaign implies full, express, and unequivocal knowledge and acceptance by Participants of these Official Rules.

(4) The Organiser reserves the right to remove from the Campaign any person who is not entitled to participate in the Campaign.

SECTION 6. MECHANISM OF THE PROMOTIONAL CAMPAIGN

(1) In order for a Participant to participate in this Campaign and to have a chance to win one of the prizes awarded by the Organiser in this Campaign, the Participant must comply with the following mechanism:

- to access the Campaign Website at any time during the Campaign Period, to vote for the photo gallery of their favourite city/photographer from the 8 participating countries and to fill in the Campaign registration form correctly and completely with the required information and documents (name, surname, country of origin, e-mail address), the completion of these data being mandatory for valid registration in the Campaign.

Registration on the Campaign Website will be done as follows:

- Before being able to submit the form and register in the Campaign, the Participant will be asked to confirm that he/she is at least 18 years of age or older turned before the Campaign start date, that he/she has read, understood and agrees with the Official Rules of the Campaign, and that he/she has read and understood the Information on the processing of personal data, by ticking the appropriate boxes, only after reading the two documents, as follows:

- "I confirm that I am over 18"
- "I confirm that I have read, understood and agree to the Official Rules of the Promotional Campaign, including the Information on the processing of personal data included in Annex 1 of the Campaign Rules."
- Registration is valid only if the registration form is completed exclusively during the Campaign Period.
- In order to register on the Campaign Website, the Participant must fill in the following fields in the displayed form:
 1. Mandatory field corresponding to the surname, name, country of origin and e-mail address,
 2. Voting by selecting the photo gallery of their favourite city

Failure to complete any of the mandatory fields or filling them with false or incorrect/incomplete information/data may result in the impossibility of registration and participation in the Campaign or the impossibility of contact in case of winning, as well as the invalidation of the participation and not awarding the prize won.

After registering for the Campaign via the Campaign Website, the Participant will shortly receive a pop-up message confirming registration.

The message will be posted on the Campaign Website after each registration.

After the deadline for receipt of registrations, the Organiser is no longer responsible for sending/receiving registrations via the Campaign Website.

A unique Participant is identified by **e-mail address**. If the Organiser reasonably believes that a particular participation has not complied with all the conditions of the Official Rules, the Organiser has the right to cancel it without prior notice to the Participant concerned.

Registrations via the Campaign Website submitted under the following conditions will not be taken into account:

- if Participants indicate incorrect, invalid, inactive, collective or unidentifiable e-mail addresses in the form available on the Campaign Site;
- if the registrations were made by fraud or by any other means and/or electronic equipment and/or software, other than those legal and/or indicated by the Organiser or were made in breach of any of the conditions and terms of the Official Rules.

The Organiser reserves the right to **verify** the validity of the e-mail address used for the registration in the Campaign **at any time** before the actual awarding of the prizes.

After the deadline for receipt of registrations (**23.06.2024, 23:59:59, inclusive, Romanian time**), the Organiser is no longer responsible for sending/receiving registrations via the Campaign Website.

The Organiser reserves the right to undertake checks on the Campaign database to prevent possible fraud attempts.

SECTION 7. DESIGNATION OF WINNERS

(1) The designation of the winners of this promotional campaign will be made by drawing lots, which will be organised on **28.06.2024**, under the following conditions:

- The draw will take place through a secure electronic system, which involves the use of a random draw and distribution computer program that will select winners and reserves from a database.
- The draw will take place at the secondary office of the Agency Smartpoint in Hristache Pitarul Street 13-15, sector 1, Bucharest, or at a notary office.
- The draw will take place in the presence of a committee composed of a representative of the Agency Smartpoint and/or the Organiser, in the presence of a notary or a lawyer. The members of the committee may also participate in the draw by means of remote communication, such as video-conferencing or other similar means of remote communication.
- All valid registrations made by the Participants during the Campaign Period will be entered into the draw in accordance with these Official Rules.
- In this draw Participants have the chance to win one of the prizes described in Section 8 below, namely:
 - 1 x city break for 2 people to travel to the city they voted for
 - 3 x edge 50 pro phones
 - 3 x edge 50 ultra phones
 - 3 x moto buds earphones
- A total of 10 winners and 30 reserves will be selected in the draw. All winners will be drawn first, followed by the reserves.
- If, for any reason, a drawn winner cannot be validated or refuses to receive the prize, the awarding of the respective prize will be made to the reserves, in the order of their drawing, the same validation procedure applicable to the winners being applied to the reserves.

The winners will be contacted by the Agency Smartpoint within a maximum of 5 working days from the date of the draw, by a message sent to the e-mail address they filled in the registration form. If, for reasons beyond the control of the Agency Smartpoint or the Organiser, one of the winners cannot be contacted/refuses to/is unable to take possession of the prize, the reserves established in accordance with the provisions of these Official Rules will be called successively, in the order of their drawing.

(2) The list of winners and the prizes won by them will be published within 30 days from the date of validation of all winners, according to the law, on the Campaign Website. If there are any prizes not awarded, they will remain the property of the Organiser.

(3) A Participant may not win more than one prize in this Campaign, regardless of the number of registrations in the Campaign, including in the event that he/she used different e-mail addresses for entering the Campaign.

SECTION 8. PROMOTIONAL CAMPAIGN PRIZES

(1) The prizes offered in this Campaign are:

1 x voucher for a city break for 2 people to travel to a city of your choice from those registered in the competition, worth EUR 2000 (VAT included). The voucher will be awarded through a travel agency. The voucher includes transport and accommodation services, up to the amount mentioned. In case of choosing options that exceed the voucher amount, the winner will pay the difference directly to the agency providing the services.

3 x edge 50 pro phones. One phone has a unit value of EUR 600 (VAT included)

3 x edge 50 ultra phones. One phone has a unit value of EUR 800 (VAT included)

3 x pair of moto buds earphones. A pair of earphones has a unit value of EUR 150 (VAT included)

(2) The total commercial value of the prizes offered in the Campaign is **EUR 6650 (VAT included)**.

(3) Winners of the prizes offered in this Campaign are not entitled to receive the cash value of the prizes or to exchange them for other goods or services or to request a change in the parameters/characteristics of the prizes. The prize winner is the sole beneficiary of the prize awarded and may not transfer the rights of the prize won to any other person.

(4) No additional direct or indirect costs are imposed on participants in the Campaign, except for the normal costs of running the Campaign (e.g. the cost of internet services).

SECTION 10. VALIDATION OF WINNERS AND AWARDING OF PRIZES

(1) Following the designation of the winners of the Campaign, according to the mechanism described above, the Organiser will proceed to validate the winners, on which occasion it will verify the fulfilment of the conditions regarding the registration of the Participants in the Campaign, as well as the way it was carried out.

(2) To be validated **as winners** and to be awarded the prize, Participants must meet the following conditions:

- they meet the conditions for participation stipulated in Section 5;
- they can be contacted on the **e-mail** address with which they registered in the Campaign, within a maximum of 5 working days from the date of their designation as winners;
- they have not previously won another prize in this Campaign, even if they used different e-mail addresses to register;
- they complete the validation process detailed below, in accordance with the Official Rules.

(3) The winners will be contacted by the Agency Smartpoint within a maximum of 5 working days from the date of the draw by a message sent to the e-mail address they filled in the registration form. In order to go through the validation procedure, the Participant will provide the Agency with the information necessary to identify and validate him/her, as specified above.

For identification and validation purposes, the Participant will be asked to:

- a. declare that he/she has the right to participate in accordance with Section 5 of these Official Rules;
- b. provide the following information: mobile phone number and shipping address of the prize, confirmation of being at least 18 years of age at the beginning of the Campaign and National ID Card or an identity document (passport). The personal identification number/identity document is required in order to comply with tax obligations under applicable legislation.

The information required for validation is sent by uploading it to a web page by accessing the secure link sent by the Agency. By accessing that link, the winner will have to submit the requested information within 3 (three) working days of receiving the link. If the Participant does not submit the requested

information within 3 working days of receiving the link, he will be declared not valid and the reserves will be contacted in the order of their draw.

(4) If a Participant designated as a winner cannot be contacted for reasons beyond the control of the Organiser/Agency (if the Participant has not indicated a correct e-mail address, registers by filling in a fictitious e-mail address, does not access the e-mail address within 3 working days after the confirmation e-mail has been sent, the e-mail is not received due to the security settings of the Participant's e-mail or is directed to a folder other than the inbox, etc.), the reserves will be contacted in the order in which they were drawn. The procedure for validating reserves is identical to the procedure for validating the previously drawn participant. If, for reasons beyond the control of the Organiser or the Agency, the reserves for each prize cannot be validated as winners according to the Official Rules, the prizes will not be awarded and will remain the property of the Organiser.

(5) Prizes will be awarded after the winners have been contacted by e-mail and validated by a representative of the Agency within 30 working days from the date of contact and validation of the winner according to the above-mentioned conditions. The prizes will be sent to the winners by courier or to the e-mail address registered in the competition, in the case of the city break voucher.

(6) Prizes will be handed over to the winners based on a report. Refusal to sign any document attesting to the actual awarding of the prize to a winner shall result in the loss of the winner's right to take possession of the prize. The personal data to be filled in on the prize award report are: surname, name and signature.

(7) The courier will attempt to deliver the prize twice to the address indicated by the winner during the validation process, during working days (Monday-Friday) between 09:00-17:00. If the prizes awarded in the Campaign are refused by the winners or they could not be found at the address for delivery, the prizes remain the property of the Organiser. The Organiser cannot be held responsible for the quality of the prizes following their dispatch by the courier company.

(8) The Organiser reserves the right not to award the prizes in full if the Participants designated as winners and/or reserves do not meet the validation conditions or if there are not enough registrations in the Campaign.

SECTION 11. ANSWER

(1) By participating in the Campaign Participants agree and undertake to respect and comply with these Official Rules and all requirements and decisions made in accordance with the Official Rules by the Organiser in all matters relating to the implementation of this Campaign.

(2) The Organiser and the Agency do not assume responsibility:

- for registrations submitted before or after the Campaign Period;
- in case the **e-mail** address indicated at the time of registration in the Campaign cannot be used for communication with the Participant, for any reason beyond the control of the Organiser/Agency;
- for not receiving, loss or receiving with delay the forms sent through the Campaign Site, i.e. not receiving, loss or receiving with delay e-mails sent by the Organiser/Agency to Participants and vice versa, caused by factors beyond the control of the Organiser/Agency (such as, but not limited to,

- technical malfunctions or problems related to internet networks, electricity networks, malfunctions of any kind in the computer or browsers used by the Participant);
- for interruptions of services provided by third parties - internet provider failures, electricity provider failures, etc;
 - for any disputes over the rights for the e-mail addresses used to register for the Campaign;
 - for situations in which consumers purchase products that are not included in the Campaign during the Campaign Period;
 - for errors in the data provided by Participants, if any, the accuracy of the contact details being the sole responsibility of the Participants. As such, the Organiser shall have no liability whatsoever in the event of the provision of incorrect data by Participants, which has resulted in the impossibility of handing over the prize or the impossibility of identifying a winner;
 - for the inability of a winner to take possession of the prize for reasons beyond the Organiser's control;
 - for cases in which the winner does not comply with the validation conditions detailed in these Official Rules;
 - for the performance of maintenance activities that cannot be postponed, carried out by the operators of the internet services, as well as the servers hosting the Campaign website, and other services on which the functionality of the Campaign website is dependent, if the Campaign website cannot be accessed for the purpose of registering for the Campaign;
 - for damages that may be suffered by the winner in connection with the prizes won, regardless of the nature of such damages, except in situations expressly provided by law and which would establish such liability.

(3) The Organiser does not assume liability and will not be a party to any disputes regarding ownership of the prizes. The occurrence or existence of any dispute or litigation concerning the awarding of prizes shall not affect the principle according to which the Campaign Organiser will award the prize to the Participant who has complied with the provisions of these Official Rules and who provides proof of valid participation in the Campaign. From the moment of receiving the prizes by the winners, the Organiser is no longer responsible for their integrity and quality.

(4) The order of receiving registrations is based on the calendar date and time (minutes, seconds) of the server receiving these registrations, regardless of the date and time of the actual submission of registrations by Participants. Proof of dispatch of registrations does not constitute proof of receipt of registrations by the Organiser.

(5) The Organiser has the right to invalidate registration forms that contain false or factually incorrect information or do not meet any of the validation conditions.

(6) The Organiser reserves the right to check and monitor the way registrations in the Campaign are handled. If attempts at fraud are observed, the respective registrations will be cancelled.

(7) The Organiser reserves the right to permanently exclude any Participant in the Campaign who, through fraudulent or immoral behaviour, affects or may affect the smooth running of the Campaign.

(8) The Campaign Organiser will only award prizes to winners who have taken part in the Campaign in accordance with the provisions of these Official Rules and who provide proof of registration for the Campaign. If the Organiser finds that a winner has not fulfilled and/or has not complied with the conditions stipulated in these Official Rules, the Organiser reserves the right to suspend/cancel at any time the rights and benefits accruing to the winner, without the Organiser owing any compensation or payment to the winner. In the event that the Organiser detects such situations after the prize has already been awarded, the respective winner shall refund to the Organiser the value of the prize and the related expenses incurred by the Organiser in connection therewith.

(9) The Organiser and the Agency are entitled to take all necessary measures in case of any attempt of fraud, abuse or any other attempt that could affect the image of the Campaign and/or the Organiser/Agency or the costs related to this Campaign. The Organiser and the Agency reserve the right to permanently exclude from the Participants any person who, through fraudulent behaviour, affects or may affect the smooth running of the Campaign. Attempted fraud will result in the disqualification of that Participant for the entire Campaign Period and he/she will not be entitled to receive any prize. If anyone is found to have influenced or facilitated the winning of prizes, the Organiser has the right to hold such persons liable on the basis of evidence.

SECTION 12. INFORMATION ON THE PROCESSING OF PERSONAL DATA

(1) Information on the processing of personal data in connection with the development of this Campaign is provided in Annex 1 to these Official Rules.

(2) Requests/complaints regarding the processing of personal data in connection with this Campaign may be submitted as indicated in Annex 1.

SECTION 13. TAXES AND DUTIES

(1) The Campaign Organiser is not responsible for the payment of taxes, duties or other fiscal obligations related to the prizes offered, except for the fulfilment of fiscal obligations, according to the applicable legislation.

The Agency Smartpoint will take all the necessary steps and will submit all the necessary documents, respectively will make all payments in this regard.

(2) Any other obligations of a fiscal nature or of any other nature in connection with the prize are the sole responsibility of the winners.

(3) Fees will be calculated and paid according to the country of the winner, in relation to the value of the prize won and the applicable legislation of the country/countries concerned.

SECTION 14. FORCE MAJEURE

(1) Force majeure is an unforeseeable and uncontrollable event, occurring after the entry into force of these Official Rules, which cannot be controlled by the Organiser, and which prevents it from fulfilling its obligations under these Official Rules.

(2) If a situation of force majeure prevents or delays the entire or part of the development of the Campaign in accordance with the Official Rules or the continuation of the Campaign, the Organiser shall be exonerated

from liability for the fulfilment of its obligations for the period during which such fulfilment is prevented or delayed. The Organiser does not assume any obligation to extend the Campaign for a period corresponding to the duration of the force majeure event, nor to change the timetable or the participating Locations as a result of a force majeure event. The Organiser is not responsible for the situation where the winners cannot actually receive the prize due to force majeure events.

(3) The Organiser reserves the right to interrupt or suspend the Campaign at any time, for reasons beyond its control or in case of events that would significantly hinder the smooth running of the Campaign. The Organiser will inform the public as soon as possible of the suspension or interruption of the Campaign by publication on the Campaign Website or by other means of public information.

SECTION 15. DISPUTES

(1) Any disputes arising between the Organiser and Participants in this Campaign will be settled amicably or, if this is not possible, the disputes will be settled by the competent courts in Bucharest.

(2) Any complaints or claims related to the running of the Campaign may be sent to Smartpoint Consulting S.R.L., at the following address: Str. Pitarul Hristache nr. 13-15, sector 1, București, within a maximum of 14 (fourteen) days from the date of publication of the final list of validated winners. After this date, the Organiser will not consider any claim.

(3) Any complaints or claims must include:

- name, domicile/residence, and other data necessary to identify the claimant;
- presentation of the factual grounds on which the complaint/claim is based.

(4) Complaints and claims shall be resolved within 10 working days from the date of receipt.

(5) The Organiser and the Agency are under no obligation to communicate with the senders of any complaints and/or claims which are manifestly unfounded or excessive, including because of their repetitive nature.

These Official Rules have been signed and authenticated in an original copy, which will remain in the archives of the notary public, and in 4 duplicates, today,

**Lenovo Tehnology BV OLANDA Amsterdam - Bucharest Branch,
ORGANISER,**

**SMARTPOINT CONSULTING SRL,
THE AGENCY,**

ANNEX No. 1
to the OFFICIAL RULES OF THE PROMOTIONAL CAMPAIGN
"ART IN YOUR HANDS by Motorola"
Promotional campaign for consumers
Campaign period: 17.04.2024 - 23.06.2024

Information on the processing of personal data

1. Data relating to the personal data controller and his/her representatives

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

Lenovo Tehnology BV OLANDA Amsterdam – Bucharest Branch, Bucharest District 1, 169.A Floreasca street, building B, Postal Code 014459, J40/5853/2005; EN 17416601, IBAN Bank Account: RO02 CITI0000 0007 5501 7019 opened at the Bank: CITI BANK ROMANIA (hereinafter referred to as "*the Organiser*" or "*the Controller*"), a Romanian legal entity, as data controller, through the following agency: **SMARTPOINT CONSULTING S.R.L.**, with headquarters in 33 Splaiul Unirii boulevard, bl. M4, sc. 1, et. 4, ap. 18, Bucharest, Romania, registered at the Trade Register with no. J40/3792/2005, VAT number 17290596, fiscal attribute RO, telephone + 4 031 805 3911, fax + 4 031 805 3913, as the authorised representative of the Controller (hereinafter referred to as the "**Agency**" or the "**Authorised Representative**").

The Controller's contact details for queries or for the exercise of rights by data subjects regarding their personal data are as follows:

Lenovo Tehnology BV OLANDA Amsterdam, Marketing Department address: Calea Floreasca nr 169.A, Building B, Postal Code 014459.

2. Categories of personal data processed in the Campaign

Within the Campaign, the Organiser will process the following categories of personal data, for the organisation of the Campaign and the awarding of prizes, according to these Rules:

- The following data will be processed for Campaign Participants: surname, name, country of origin, e-mail address used at the registration in the Campaign, data related to the visit of the Campaign Website, confirmation of the age of at least 18 years;
- For prize winners, in addition to the above, the following will be processed: confirmation of compliance with the conditions set out in Section 5 of the Official Rules; personal identification number (CNP is required to comply with the obligations regarding declaration, withholding at source and payment of related taxes, provided for by the Tax Code); telephone number; prize delivery address, signature (required to sign the prize delivery-receipt report); winner's status and prize won.

3. Purpose of processing

The personal data of the participants in the Campaign will be processed by the Organiser and through the Agency for:

- (i) the organisation and running of the Campaign;
- (ii) the designation, contact and validation of winners;
- (iii) awarding prizes.

4. Legal basis of the processing

The data will be processed:

- The data provided by participants and winners for the purposes of registration in the Campaign and for the validation of winners and delivery of prizes (surname, name, telephone number, prize delivery address, e-mail address, signature, confirmation of the age of at least 18 years, confirmation of fulfilment of the conditions in Section 5 of the Official Rules - are processed pursuant to the execution of a contract (acceptance of the terms and conditions of the Official Rules and participation in the Campaign is equivalent to the execution of a contract).
- The winners' CNP (personal identification number) is processed to carry out the necessary formalities for withholding and payment of taxes related to the winnings. In this case, the basis of the processing is the legal obligation of the Controller.
- The publication of the list of prize winners on the Campaign Website, in the section dedicated to the Campaign, is made pursuant to the Controller's legal obligation to publish such lists, according to the legislation on the organisation of promotions and contests/advertising draws.
- The data resulting from visiting the Campaign Website or from performing other checks on the validation of the Participants' registration are processed based on the legitimate interest of the Controller in order to ensure the functionality of the Campaign Website and to organise and conduct the Campaign and carry out the procedures for drawing the winners and awarding the prizes in full legality.
- Storing the data after the end of the Campaign and the handing out of the prizes represents a processing based on the legitimate interest of the Controller, in order to be able to prove the running of the Campaign and the awarding of the prizes, as well as based on the legal obligations related to the financial-accounting legislation that requires the keeping of accounting documents for a certain period.

5. Recipients of personal data

Personal data collected within the Campaign by the Organiser will be disclosed to the Processor, as well as to the authorities, to the extent necessary for the Organiser to comply with its legal obligations.

Personal data may also be disclosed, only to the extent necessary, to the following categories of third parties:

- Other agencies or service providers contracted by the Organiser or the Processor to organise the Campaign.
- Companies providing products and services to the Organiser or the Processor in connection with the organisation of the Campaign, including IT system vendors and related support service providers, including telecommunications, backup and disaster recovery service providers, IT security services and other outsourced service providers, such as off-site storage and cloud storage service providers;
- other entities, such as regulators, accountants, auditors, lawyers or other external experts, if their work requires this information;
- couriers involved in the delivery of prizes to the winners.

Third parties to whom Participants' personal information is transmitted or made available under the above paragraph are limited (by law and by contract) as to how they may use the data. The Organiser shall ensure that any third parties to whom personal data is voluntarily disclosed are subject to confidentiality and security obligations in accordance with this information and applicable law (for the avoidance of doubt, this may not apply where disclosure is not a voluntary decision).

6. Storing personal data

Personal data of Participants declared non-winners will be stored by the Controller and/or Processor for 60 days after the end of the Campaign. After this period, the data will be destroyed and will not be used for any other purpose until the moment of destruction, except for participation in this Campaign.

The personal data of the winners will be stored by the Controller in accordance with the applicable legal provisions on financial accounting, i.e. 10 (ten) years from the end of the financial year in which the prizes were awarded.

The lists of winners published on the Campaign Website will be kept public for a period of 30 days.

At the end of the storage period of personal data, the Controller will delete/destroy these data from the processing and storage means, imposing similar obligations on the data processors.

7. Rights of data subjects

In order to ensure fair and transparent processing, Participants are entitled to the following rights under the law:

(i) **the right to request access to personal data**: data subjects may request information about the personal data that the Controller and the Processors hold about them, including information about the categories of data processed, what the data are used for, and to whom the data are disclosed, if applicable.

Upon request, data subjects may be provided with a copy of the personal data processed in connection with the Campaign. If more than one copy of personal data is requested, the Controller reserves the right to charge a reasonable fee based on administrative costs.

(ii) **the right to request rectification of personal data**: data subjects may obtain rectification of personal data that the Controller and/or the Processors process in relation to the Campaign. The Controller and the Processors shall use reasonable efforts to keep personal data accurate, complete, up to date and relevant, based on the most recent information available to them;

(iii) **the right to request erasure of personal data**: data subjects may request the erasure of personal data processed by the Controller or the Processors in connection with the Campaign. The Controller and the Processors must comply with this request if:

- personal data are no longer necessary for the purposes for which they were collected;
 - the data subject objects to the processing for reasons relating to his or her particular situation;
 - personal data have been unlawfully processed;
 - personal data must be deleted to comply with a legal obligation incumbent on the Controller;
- unless the data are necessary:

- a) for the exercise of the right to free expression and information;
- b) for compliance by the Controller/Processor with a legal obligation;
- c) for archiving purposes in the public interest, for scientific or historical studies or for statistical purposes; or
- d) to establish, exercise or defend a right in court.

(iv) **the right to restriction of processing**: data subjects may obtain restriction of the processing of personal data if:

- they challenge the accuracy of personal data, for as long as it takes to verify accuracy,
- the processing is unlawful and requests restriction of processing instead of deletion of personal data,
- we no longer need the personal data but the data subject requests them for the establishment, exercise or defence of legal claims, or
- the data subject has objections to the processing, for the period necessary to verify whether the controller's justified reasons prevail.

(v) **the right to object:** data subjects may object at any time to the processing of personal data on grounds relating to their particular situation, provided that the processing is not based on the data subject's consent but on the legitimate interests of the Controller or of a third party. In this case, the personal data will no longer be processed unless: (i) the Controller can prove compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or (ii) where the purpose is the establishment, exercise or defence of legal claims. Data subjects who object to the processing are asked to specify whether they also wish their personal data to be erased.

(vi) **the right to lodge a complaint:** data subjects may lodge a complaint with The National Supervisory Authority for Personal Data Processing in Romania (Autoritatea Nationala de Supraveghere a Prelucrării Datelor cu Caracter Personal) through the procedure available on the ANSPDCP website, www.dataprotection.ro.

To remember:

Timeframe: the deadline for responding to requests from data subjects is 30 days, which may be extended, in case of specific reasons related to certain legal requirements or the complexity of the request, by an additional period of 2 months.

Restriction of access: In certain situations, access to all or part of the personal data may be restricted due to legal requirements. In the event of such a denial with respect to the access request, the reasons for the denial will be communicated.

Impossibility of identification: In certain cases, data subjects cannot be identified based on the identification elements provided in the request. In such cases, if the person cannot be identified as the data subject, the Controller may not proceed with the request of that person, unless he/she provides the Controller with additional information to enable identification.

Exercising rights: Participants can exercise the above-mentioned rights either by a written request, dated, signed and addressed to the Organiser at the address Bucharest, District 1, 169.A Floreasca street, building B, Postal Code 014459.

8. Security of personal data

The Organiser implements appropriate technical and organisational measures in order to ensure an adequate level of security of personal data belonging to participants in the Campaign. The Organiser shall impose similar obligations on any authorised representatives. In assessing the appropriate level of security, particular account shall be taken of the risks presented by the processing of personal data, in particular, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or unauthorised access to personal data transmitted, stored or processed.

In the process of providing personal data to the Organiser and the Processors, personal information may be transferred by data subjects via the Internet. Although the Organiser makes a strong effort to protect the personal information made available to it, the exchange of information via an Internet connection is not 100% secure. Therefore, the Controller cannot guarantee the security of personal information transmitted over the Internet. Once received, the Controller will use strict procedures and security methods to prevent unauthorised access to such information.

9. Amendment of the information on the processing of personal data

The Organiser has the right to amend this Annex No. 1 to the Official Rules at any time during the Campaign if it identifies more effective measures to protect and secure the personal data of data subjects and without affecting their rights and freedoms. Any such changes will be published 24 hours in advance on the website

www.hellomotoart.com, in the section dedicated to the Campaign, or will be brought to the attention of Participants by the same means by which they were informed of the Official Rules of the Campaign.

10. Other provisions

The personal data of the Campaign Participants will be processed in accordance with the applicable legislation in the field of personal data protection, in particular in accordance with the provisions of the European Regulation No 679/2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data.