

## **OFFICIAL CAMPAIGN REGULATION**

### **- *Neversea 2021 Edition Artists Launch* -**

#### **Art. 1 -The Organizer and the Official Regulation of the Campaign**

1) The *Neversea 2021 Edition Artists Launch* Campaign is organized and carried out by **NEVERSEA SRL**, based in Cluj-Napoca, str. Eremia Grigorescu, no. 122A, Cluj County, registered in the Trade Register no.J12/183/2017, (EUID) ROONRC.J12/183/2017 and having Fiscal Registration Code RO 36944344, hereinafter referred to as the "Organizer".

2) The decision to run the Campaign according to the rules of this Regulation (hereinafter referred to as the "Official Regulation") is final and binding on the Participants.

3) Campaign participants are required to comply with the terms and conditions of these Official Campaign Regulations (hereinafter referred to as the "Official Regulations") and agree to the NEVERSEA Privacy Policy, which you may access at any time on [www.neversea.com](http://www.neversea.com), in the Privacy Policy section.

4) The Official Regulations are available free of charge to any interested person, at any time during the Campaign, by accessing the festival website <https://neversea.com/> in the INFO section.

5) The Organizer reserves the right to complete and/or amend the Official Regulations, the completion and/or amendment to be made public in the manner provided in art. 1. paragraph. (4).

#### **Art. 2 – Legal basis**

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

### **Art. 3 – The territory and duration of the Campaign**

7) Campaign registration is free of charge, for any participant, regardless of location, by following the instructions posted by the Organizer, respectively - »Tagging friends (minimum one (1) person) with a comment on the Organizer's official Facebook / Instagram website and distributing it on the personal Facebook / Instagram page of the participant. For the contest conducted on Instagram, participants must follow the @NeverseaFestival page.

By tagging and distributing, respectively following the @NeverseaFestival page on Instagram, people automatically enter a draw after which 2 (two) winners will be designated: one from the Facebook page and one from the Instagram page, who will receive a 4-day invitation to the Neversea Festival 2021 Edition. Also, participants must agree to the terms and conditions of this Regulation and the Privacy Policy of NEVERSEA.

8) The campaign will start on the 3rd of February 2021, at 12:00 EET, and will end on 8th of February 2021 at 23:59:59, Romanian time. ("The Campaign Period"). The Organizer reserves the right to change the end date of this Campaign. The new date will be communicated by Additional Act to this Regulation and will enter into force on the date of its publication on the site.

9) The campaign will be communicated on the [www.neversea.com](http://www.neversea.com) website and official Facebook / Instagram website of the Organizer.

10) The total estimated value of the prizes awarded according to the Campaign is 272.8 Euro (2 General Access tickets worth 136.4 Euro each).

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

11) Only individuals who follow the instructions provided in these Regulations and on the official pages of Neversea Festival on Facebook / Instagram can register in order to participate in the Campaign.

12) Individuals under the age of 16 years may participate in the Campaign only to the extent that they send parental consent, whereby the parent or person having custody of the minor expressly expresses consent for the minor to register and participate in this campaign. This

agreement will be signed and sent to the following address: [contact@neversea.com](mailto:contact@neversea.com) before the minor registers.

13) The following categories of people cannot participate in the Campaign:

- Employees of Neversea SRL or organizers of the Neversea Festival event
- Employees of any companies involved in carrying out any activities related to the organization and conduct of the Campaign.

Also, the relatives of the employees mentioned above (respectively children/parents, siblings, spouse) do not have the right to participate in the Campaign.

14) 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.

15) Any error and/or omission regarding the personal data provided by the Participant to the Organizer does not entail the latter's responsibility, the accuracy of the contact data provided by the Participants being their sole responsibility.

16) Entries submitted will not be considered under the following conditions:

- If they are submitted outside the registration period, in accordance with Article 3 above;
- If they were made by attempted fraud or by any other means and/or electronic equipment and/or software than those indicated by the Organizer, or were made in violation of any of the conditions and terms of the Regulation;
- They are not related to the nature and purpose of the Campaign, as detailed in this Regulation.

#### **Art. 5 - Campaign Mechanism and How to register for the Campaign**

17) In order to participate in this Campaign, **participants must comply with the following mechanism:**

To participate in the Campaign, the participant must tag at least 1 friend in a comment on the post made by NEVERSEA on its official Facebook / Instagram page and share the post that

announces the contest on his/her personal page / share on Instastories, during the campaign. For the Instagram contest, participants must follow the @NeverseaFestival page.

By tagging and distributing, the participant agrees and understands the Rules of this campaign. At the time of registration, the Participant agrees that his/her Facebook / Instagram profile ID shall be processed by the Organizer for this purpose.

### **Art. 6 - The prize and its awarding**

18) There will be designated those who followed all the instructions in the Campaign, tagged at least 1 friend in the comment on the post dedicated to this Campaign and were selected at the raffle on February 9, 2021.

19) On February 9, 2021, NEVERSEA will randomly nominate the participants and then inform the two winners, one on the Facebook social network and one on the Instagram page, within 3 days from the end of the Campaign. The list of winners will be displayed on the official Facebook / Instagram Neversea page (and on the Neversea website).

20) The prizes awarded during the Campaign consist of 2 General Access invitations for the Neversea Festival 2021 Edition, having a total value of 272.8 Euro.

21) If the potential winner of the prize cannot be contacted for reasons that are not the fault of the Organizer or is contacted, but does not provide the requested details within 3 days in order to send the requested prize ( to send an e-mail to the adress ask@neversea.com with the name, surname and delivery address) or refuses to receive the prize, will lose the right to receive the prize, the Organizer appealing to the List of "Reserve Winners" to designate another potential winner.

22) If none of the participants on the "Reserve Winners" list meet the validation conditions and cannot be contacted for reasons beyond the control of the Organizer, they lose the right to the prize won during the Campaign, and this prize will no longer be awarded and will remain at the disposal of the Organizer.

23) The prize will be delivered to the address communicated by the Winner by e-mail, within 15 days from the date of selection, after the Winner has been informed according to the above procedure. If the address provided to the Organizer is not valid, he/she will lose the right to claim the prize.

24) No additional direct or indirect expenses are imposed to the Campaign participants. The cash value of the prizes won in this Campaign cannot be awarded, respectively the prizes offered in this Campaign cannot be changed. The winners will also be asked the address to which they want the prizes to be delivered.

### **Art. 7 – Responsibility**

25) The organizer does not assume responsibility and will not be appointed a party in cases related to the property right over the prizes.

26) The Organizer is entitled to take all necessary measures in case of attempted fraud of the rules of this Regulation or any other attempts that could affect the conduct of this campaign and/or the image of this Campaign.

27) The Organizer of the Campaign will not be liable and will not be involved in any dispute related to the ownership or ownership of the Prize received, as well as any additional costs incurred by the Participant in connection with this Campaign.

28) In the event of a dispute over the validity of the registration in this Campaign, the decision of the organizer is final. The organizer does not assume responsibility for:

- a) No error in the data provided by the Winners; the accuracy of the contact data does not attract the responsibility of the Organizer, being in the exclusive responsibility of the Participants.
- b) Errors caused by incorrect use of the computer / personal device by the Participant (interruption of the electrical source of the computer / personal device from which the purchase is made, registration, etc .; errors given by the operating system installed on the computer; errors given by virus computer / personal device operation, errors due to the malicious use of the technology by the Participant in order to manipulate the results of registration and participation in the campaign);

- c) Situations in which certain persons enrolled in the Campaign are unable to participate in part or in full in the Campaign if this inability is due to circumstances beyond the control that the Organizer can reasonably exercise;
- d) Any disputes between Participants regarding the rights to e-mail addresses.
- e) The inability of a Participant to benefit from the prize due to non-compliance in full with the Campaign Regulations and/or due to the name and/or surname and/or erroneous data submitted.

These circumstances may be due to: erroneous, incomplete, interrupted, delayed, or otherwise distorted information as a result of the actions of users of the website, the operation of their computing equipment, their applications, or other technical equipment used in the Campaign. These circumstances may also be due to technical difficulties and/or interruptions that may affect the operation of Internet connections, and/or computing equipment, and/or Internet service provider/payment applications, and/or the malfunction/malfunction of email, either in the case of the Organizer or in the case of the Participant, caused by technical problems, and/or heavy traffic on the Internet, in general, or on the website, in particular, or by both types of problems, and/or technical failures of telephone or payment operators.

29) Participants expressly, unequivocally and definitively accept all the decisions adopted 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 Rules or in respect of whom there is evidence of misconduct or sabotage of any kind against the Campaign. Participants also undertake to provide the Organizer with all relevant contact details.

30) All disputes regarding the ownership of the prizes will not influence the principle according to which the Contest Organizer will award the prize to the person who complies with the provisions of these Official Regulations and who will be nominated at random. Upon receipt of the prize by the winner, the Organizer is released from any obligation to the winning Participant and to all other participants.

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

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

32) **The applicable law is the Romanian law.**

#### **Art. 9 – Taxes and duties**

33) The Organizer undertakes to withhold and transfer the tax due for the incomes 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 subsequent amendments and completions, any other obligations of any other nature, in connection with them, being the sole responsibility of the winners.

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

34) The organizer undertakes to comply with the legislation on personal data protection for the duration of the Campaign. Thus, the Organizer undertakes to maintain the confidentiality of the personal data of the Participants in this Campaign and to use them in accordance with these Regulations and the legislation in force. By participating in the Campaign, Participants agree that the Organizer NEVERSEA S.R.L. collect, record, organize, store, extract, consult, use, transfer, or process in any other way, in accordance with the legal provisions of personal data.

35) This chapter of the regulation is completed with the provisions regarding the protection of personal data from the Privacy Policy that the client accepts prior to the registration in the Campaign. The personal data of the participants in the Campaign will be processed in accordance with the legal provisions on the processing of personal data and the free movement of such data and in accordance with the NEVERSEA Privacy Policy..

36) The categories of personal data subject to processing, as well as the purpose of collection and processing, are those mentioned in the personal data processing agreement on which the participants in the Campaign have expressly consented, in relation to Neversea, by accepting the Official Policy (“Privacy policy”).

37) The participants have, in relation to the operator / his proxies, the rights conferred by law, respectively the right to information, the right to access 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 go to court and / or to the National Authority for the Supervision of Personal Data Processing.

38) By accepting this Regulation, the Participants acknowledge that they are guaranteed the rights provided by law, namely 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 go to court in case of violation of their rights.

#### **Art. 10 – Termination of the campaign**

39) This Campaign may cease only in the event of an event constituting force majeure \*, including in the event of the inability of the Organizer, for reasons beyond its control, to continue it.

40) Force majeure, agreed as an unforeseeable and unavoidable event, occurring after the entry into force of this Official Regulation and which prevents the party or parties from fulfilling their contractual obligations, exonerates the invoking party from liability for the duration of the case of force. major, confirmed by the Chamber of Commerce and Industry of Romania.

41) If a situation of force majeure, including the impossibility of the Organizer for reasons beyond his control, prevents or delays in whole or in part the execution of the Official Regulations and the continuation of the Campaign, the Organizer will be exonerated from liability for fulfilling its obligations. prevented or delayed, according to art. 1082 and 1083 Civil Code. If he 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 case of force majeure.

#### **Art. 11 - Other Clauses**

42) The Organizer's decisions regarding the campaign and the promotions granted are final and applicable to all Participants.

43) The prizes not awarded will remain in the possession of the Organizer who may dispose of them freely in the manner he deems necessary or appropriate to his interests.

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

**SIGNATURE**

**NEVERSEA S.R.L.**

Legal representative

s.s. **FERENȚ SEBASTIAN-DOREL**