

THE OFFICIAL Terms and Conditions

Blood Network

Art. 1 - The Organizers and the Official Terms & Conditions of the Campaign

The **Blood Network** Campaign, related to the NEVERSEA 2021 festival edition, is organized and carried out by **NEVERSEA SRL**, headquartered in Cluj-Napoca, Eremia Grigorescu Street, no. 122A, Cluj County, registered with the Trade Register attached to the Cluj Court with no. nr. J12/183/2017, having VAT Code RO36944344, in partnership with **The UNTOLD Association**, headquartered in Cluj-Napoca, Eremia Grigorescu Street, no. 122A, Cluj County, having VAT Code 35297096.

The decision to carry out the Campaign according to the rules of this Terms and Conditions (hereinafter referred to as the "**Official Terms and Conditions**") is final and binding for the Participants.

The participants in the Campaign are obliged to respect the terms and conditions of the present Official Terms and Conditions of the Campaign.

The Official Terms and Condition is available free of charge to any interested person, anytime during the Campaign period, by accessing the festival website <https://neversea.com/>, at the dedicated section and on the official application.

The Organizer reserves the right to complete and / or modify the Official Terms & Conditions, 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 - The legal basis

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

The campaign is organized and takes place between 06.08.2020 - 13.09.2020 ("The Official Campaign Period").

Donors shall present themselves at the fixed centers in Romania, between 08.08.2020 - 13.09.2020 and will register in the "I donate too" network, in the following way:

- Cluj-Napoca: Appointments are made between August 6-7 for donations that will take place in the Cluj-Napoca Transfusion Center between August 8-9;
- Bucharest: Appointments are made between August 11-14 for donations that will take place in the Bucharest Transfusion Center between August 15-16;
- Craiova: Appointments are made between August 18-21 for donations that will take place in the Craiova Transfusion Center between August 22-23;
- Timișoara: Appointments are made between August 18-21 for donations that will take place in the Timișoara Transfusion Center between August 29-30;
- Oradea: Appointments are made between August 25-28 for donations that will take place in the Oradea Transfusion Center between August 29-30;
- Târgu-Mures: Appointments are made between August 25-28 for donations that will take place in the Targu-Mures Transfusion Center between August 29-30;
- Brasov: Appointments are made between September 1-4 for donations that will take place in the Brasov Transfusion Center between September 5-6;
- Ploiesti: Appointments are made between September 1-4 for donations that will take place in the Ploiesti Transfusion Center between September 5-6;
- Sibiu: Appointments are made between September 8-11 for donations that will take place in the Sibiu Transfusion Center between September 12-13;
- Iasi: Appointments are made between September 8-11 for donations that will take place in the Iasi Transfusion Center between September 12-13;
- Bucuresti: Appointments are made between September 8-11 for donations that will take place in the Bucuresti Transfusion Center between September 12-13;

The campaign will be communicated on the www.neversea.com website, on the NEVERSEA social media accounts www.facebook.com and www.instagram.com, and on the official NEVERSEA app (using push notifications).

Art. 4 - The right to participate

Anyone wishing to donate blood can register to participate in the Campaign.

The person applying for the donation must meet the age and medical health conditions specific to blood donation. More details about the donation process are provided at each collection point. The organizer cannot be held liable if the person who presented himself for the donation does not meet the mandatory criteria for the procedure to be fulfilled, and in this case the prize cannot be awarded.

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.

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 being their sole responsibility.

Entries to the Campaign sent under the following conditions will not be taken into account:

- 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 these Terms and Conditions.

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

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

1. The participant will call the following phone number 0730.073.940, between 10:00 and 16:00, to make an appointment at one of the fixed centers in the cities listed above.
2. In order to comply with public safety and health rules, appointments will be made in order to allow access to a maximum of 4 (four) consecutive people at every 20 minutes for each shift.

Appointments for donation will be made within a maximum of 65 (sixty-five) places for each day of the Campaign schedule, and it will take place between 08:00 and 14:00.

3. The participant who donated at a center in the country will access the neversea.com website, at the Blood Network section, where he will fill in the requested form (with the following data: name, surname, e-mail and the city where the donation was made) and attach a photo with the donor certificate. Any sensitive data (health data, blood group, etc.) shall be deleted in any way that ensures their indecipherability, such as deleting with a marker. The participant will receive by e-mail the code with which he can purchase special price subscriptions to the NEVERSEA festival.

Art. 6 - The Prizes and its Award

Those who donate blood to transfusion centers across the country and join the "I Donate Too" network receive a voucher worth 20 euros for the 2021 edition of the NEVERSEA festival.

Those who donate at one of the Transfusion Centers in the country must access the neversea.com website, the Blood Network section, where they will fill in the requested form and attach a picture with the donor certificate. Then, they will receive on the e-mail address a code with which they will be able to purchase the subscriptions at a special price, applying the value voucher.

The total estimated amount of the campaign is 36.090 Euro.

No additional direct or indirect expenses are imposed on 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.

Art. 7 – Responsibility

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

The Organizer is entitled to take all necessary measures in case of an attempt of fraud of the system, abuse or any other attempts that could affect the image of this Campaign.

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.

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:

- 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.
- Loss by the Participant of the login data, blocking of the Participant's e-mail address or other malfunctions of mechanisms other than the Website, involved in the process of reminding the password and the user;
- 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;
- Possible disputes between Participants regarding the rights to the e-mail addresses.
- The impossibility of a Participant to receive the prize due to the non-observance in full, of the Campaign Regulations and or because of the name and / or first name and / or of the erroneous data transmitted.

These circumstances may be due to: information which is erroneous, incomplete, 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. 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 traffic on the Internet, in general, or on the website, in particular, or both types of problems and / or technical failures of telephone operators.

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 Terms and Conditions, or for whom there is evidence of incorrect behavior or sabotage of any kind against the Campaign. Participants also undertake to make available to the Organizer all relevant contact details.

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 Terms & Conditions. From the moment the winner receives the prize, the Organizer is released from any obligation towards the winning Participant.

Art. 8 - Litigation and applicable law

Any disputes arising between the Organizer, on the 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.

The applicable law is the Romanian law.

Art. 9 - Taxes

The organizer undertakes to withhold and pay the tax 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

The personal data of the Campaign participants will be processed in accordance with the legal provisions on the protection of individuals with regard to the processing of personal data and the free movement of such data, and in accordance with the official NEVERSEA privacy policy available at <https://neversea.com/static/privacy-policy-en.pdf>.

Participants have the opportunity to express their consent for the processing of their personal data in order to receive, directly from the organizer and / or through third parties / proxies, information about products, services and activities of NEVERSEA and / or to its partners as well as for the purpose of conducting by

NEVERSEA, directly or through third party partners / proxies, marketing studies on the products, services and activities of the partners, current or future.

By participating in the Campaign, the Participants agree that the Organizer NEVERSEA S.R.L. to collect, record, organize, store, extract, consult, use, transfer or process in any other way, in accordance with the legal provisions of personal data. This chapter of the regulation is completed with the provisions regarding the protection of personal data from the “privacy policy” available at <https://neversea.com/static/privacy-policy-en.pdf>., which the customer accepts prior to the purchase operation of subscriptions.

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 Neversea by accepting the official Privacy Policy.

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.

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 – The ending of the campaign

The present Campaign can cease 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 his 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.

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

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

The prizes not granted will remain in the possession of the Organizer who can freely dispose of them in a manner that he considers necessary or appropriate to his interests.

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.