



## **Spark Generation x COBIS '24 Giveaway for High Schools OFFICIAL REGULATION**

### **1. CAMPAIGN ORGANISER**

1.1. The organiser of the "Spark Generation x COBIS '24 Giveaway for High Schools" Campaign is referred to as SPARK ONLINE SCHOOL S.R.L., CUI: RO43094777, 212/2993/24.09.2020, ADDRESS: Str. Samuil Micu nr. 12/A, sc.1, et. 1, ap.4, Cluj-Napoca, Postal Code 400014, IBAN: RO66BTRLRONCRT0CE0001601, Banca Transilvania

1.2. The campaign will be conducted in accordance with these Regulations (referred to as the Official Regulations), which are mandatory for all participants. The Official Regulations are available free of charge to any applicant and can be requested at [marketing@spark.school](mailto:marketing@spark.school).

1.3. By participating in this Campaign, participants agree to comply with and abide by all the provisions, terms, and conditions of the Official Regulations of the Campaign.

### **2. CAMPAIGN DURATION, AREA OF OPERATION**

2.1. The campaign will run from **May 1, 2024, to May 14, 2024**, before and during the COBIS 42nd conference event.

2.2 The campaign location will be the COBIS Conference location - etc.venues 155 Bishopsgate, London, UK alternatively, and our campaign page: <https://spark.school/spark-generation-at-cobis/>

### **3. PARTICIPANTS**

3.1. Eligible schools must offer high school programs or classes to their students. All schools registering for a FREE trial with Spark Generation during COBIS are automatically signed up for the giveaway.

### **4. CAMPAIGN MECHANISM, THE PRIZE**

4.1. Campaign Participation: Eligible schools registering for a FREE trial with Spark Generation from May 1st, 2024, to May 14, 2024, are automatically entered into the giveaway.

#### **4.2. THE PRIZES:**



3 prizes: 3 Spark Generation for Schools Memberships available for 1 Academic year. (after schools complete their Free trial period)

## **5. ALTERNATIVE PRIZES**

5.1. The participant cannot opt to receive cash or other goods instead of the prize nor request any changes to the prize offered by the Organiser. According to these Rules, if a school refuses to receive the prize, the school will lose the right to receive the prize.

## **6. TAXES**

6.1. Spark Generation, as the organiser, will bear all applicable taxes related to the prize's reception in accordance with the Romanian Tax Code.

## **7. FORCE MAJEURE**

7.1 Force majeure is any event that cannot be controlled, remedied or foreseen by the Organiser, including the impossibility of the Organiser, for reasons beyond its control and whose occurrence makes it impossible for the Organiser to fulfil its obligations under the Rules.

7.2. If a situation of force majeure occurs that prevents and/or delays, partially or totally, the execution of the Regulation and the continuation of the Campaign, the Organiser shall be exempt from liability for the fulfilment of its obligations for the period during which this fulfilment is prevented or delayed according to art. 1351 and following the Civil Code.

7.3. If the Organiser claims force majeure, they are obliged to inform the participants of the Campaign of its existence within a maximum of 2 (two) working days from the case of force majeure. The Campaign Organiser must also notify the Campaign participants of the termination of the force majeure event within a maximum of 2 days from the moment of termination. The announcement of the occurrence or termination of the Force Majeure Event will be made public on the website [www.spark.school](http://www.spark.school).

## **8. CAMPAIGN TERMINATION**

The registration for the present Campaign will end on **14.05.2024** or in the event of a change in the legislative framework that makes it impossible to organise and run the Campaign with a promotional character.

## **9. PERSONAL DATA PROTECTION**

9.1 In accordance with the applicable national and European legislation on the protection of personal data, the Organizer is obliged not to make the personal data of customers without their consent available to third parties in any way, in accordance with the law. Participants are responsible for the accuracy of the data provided. The Organizer shall not assume any liability whatsoever in the event that Participants submit/supply personal data erroneously.

9.2 In accordance with the applicable national and European legislation on the protection of personal data and the free circulation of such data, as amended and supplemented, and with the Law on Electronic Commerce, SPARK ONLINE SCHOOL is required to manage the personal data provided by participants securely. The purpose of data collection is to expand the Organizer's customer network regarding its products. The Organizer shall ensure that the individuals authorised to process personal data have committed themselves to confidentiality or have an appropriate statutory obligation of confidentiality.

9.3 The Organizer shall ensure the security of the personal data it processes through appropriate technical and organisational measures, considering the processing's nature, context, purpose, and scope.

9.4 In accordance with the applicable national and European legislation on the protection of personal data, participants benefit, where applicable, from the right to be informed, the right to access, the right to rectification, the right to the erasure of data, the right to restriction of processing, the right to data portability, the right to object and the automated individual decision-making process:

- The right to be informed means that Participants have the right to be informed about how their data is processed and the reason for its processing.
- Right to access means that Participants have the right to obtain confirmation from the Organizer whether or not they are processing their personal data and, if so, access to that data and information on how the data is processed.
- The right to data portability refers to the right to receive personal data in a structured, commonly used and machine-readable format and to have such data transmitted directly to another controller.
- The right to object refers to the right of Participants to object to the processing of their personal data when the processing is based on a legitimate interest of the controller. In this case, the processing will be stopped or will continue only if a legitimate basis or interest of the Organizer overriding the rights and freedoms of the data subject can be demonstrated. Where consent has been given, the Participant may exercise the right to withdraw such consent.

- The right to rectification refers to the correction, without undue delay, of inaccurate personal data. The rectification will be communicated to each recipient to whom the data was transmitted.
- The right to the erasure of data ("right to be forgotten") means that Participants have the right to request the Organiser to erase their personal data without undue delay if one of the following applies: they are no longer necessary for the purposes for which they were collected or processed; they withdraw their consent and there is no other legal basis for the processing; they object to the processing, and there are no overriding legitimate grounds; personal data have been unlawfully processed; personal data must be erased to comply with a legal obligation; personal data have been collected in connection with the provision of information society services.
- The right to restrict the processing of data may be exercised if the data subject disputes the accuracy of the data during a period which allows the Organiser to verify the accuracy of the data; the processing is unlawful, and the data subject objects to the erasure of the personal data and requests restriction instead; where the Organiser no longer needs the personal data for the purpose of the processing, but the data subject requests it for the establishment, exercise or defence of legal claims; where the data subject has objected to the processing for a period of time during which it is verified whether the legitimate rights of the controller prevail over those of the data subject.
- Rights related to automated individual decision-making: the data subject has the right not to be subject to a decision based solely on automated processing, which produces legal effects concerning the data subject or similarly affects him or her significantly. These provisions do not apply where the decision: a) is necessary for the conclusion or performance of a contract between the data subject and a data controller; (b) is authorised by Union or national law applicable to the controller, which also provides for appropriate measures to protect the rights, freedoms and legitimate interests of the data subject; or (c) is based on the explicit consent of the data subject.
- The data subject is also recognised as having the right to take legal recourse or lodge a complaint with the ANSDPC if he/she considers that his/her rights with regard to the processing of personal data have been infringed.

## 10. APPLICABLE LEGAL REQUIREMENTS

10.1. This Regulation is in accordance with the European General Data Protection Regulation (GDPR) and Law no. 190/2018 on measures implementing the GDPR.



## **11. LITIGATIONS**

11.1 Any disputes that may arise between the Organiser and the participants in the Campaign will be settled amicably, or if this is not possible, the disputes will be settled in the local courts of Cluj-Napoca.

## **12. OTHER REGULATIONS**

In case of attempt or fraud to the system, abuse or any acts directed against the Organiser or its partners, the Organiser reserves the right to take all necessary measures to remedy the situation and hold the guilty parties accountable under the law, including but not limited to disqualification of participants in the Campaign.

The Organiser will take all necessary measures to conduct the Campaign in normal conditions as presented but does not assume responsibility for any customer complaints or disputes that do not relate to violations of the legal framework in force or the provisions of these Rules.

The Organiser does not assume any responsibility in case the Clients do not benefit from the prize offered by the Organiser for reasons beyond our control during the campaign period.

The Organiser reserves the right to amend these Rules during the Campaign, provided that any changes are made known to participants and the public at least 24 (twenty-four) hours before they take effect.

In no event will the Organiser be responsible or liable for any damages or losses, including direct, indirect, incidental, consequential or punitive damages arising from any person's participation in this Campaign. Without limiting the foregoing, the prizes offered by the Organiser, including this Campaign, are offered "as is" without additional warranties, express or implied.

**Spark Generation**

**Date of issue: 30.04.2024**

