

## **Spark School SCHOLARSHIP CAMPAIGN November**

**“Dare to try an Education Focused on You!”**

### **1. CAMPAIGN ORGANIZER**

1.1. The organizer of the **"Spark School COMMUNITY DISCOUNT"** Campaign 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 following these Regulations (referred to as the Official Regulations), which are mandatory for all participants. The Official Regulations are available to any applicant and will be attached on the form that participants have to fill in or 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 Promotional Campaign.

### **2. CAMPAIGN DURATION**

2.1. The campaign will run between the dates of **01.11.2023 (November 1, 2023)** and **30.11.2023 (November 30, 2023)**.

### **3. PARTICIPANTS**

Any international student aged 13-19, who demonstrates a minimum B2 English level and demonstrates eligibility for a scholarship as referred to a new contract with the Organiser are eligible to participate in this campaign.

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

#### **CAMPAIGN MECHANISM**

Any person who meets the criteria from Art. 3 can participate in the campaign if they also meet the following conditions:

1. They apply by **November 30, 2023** (30.11.2023) for scholarship through a registration form available at this link: <https://share-eu1.hsforms.com/1kRG0Fj2kTCqt-OnPXS8Hjgfb0gi>
2. They upload a video “motivational letter” of maximum 2 minutes in the application form
3. They upload a proof of English competency (minimum B2)
4. The scholarship covers between 30% and 100% of tuition for all four years of high school.
5. Scholarships are awarded for the entire High School (four years) for the students starting Year 10, but it is also awarded for a minimum of one year for the students who apply in Year 12, for two years for the students
6. The number and the value of the scholarships awarded will be determined by the Scholarship Committee.
7. The scholarships are awarded at the discretion of the Scholarship Committee. During the selection process, the committee may require additional proof of special circumstances, or financial need, in order to make a final decision in choosing the winners.
8. This program does not discriminate based on race, culture, gender, sexual orientation, disability, socio-economic status, or other no merit factors.
9. In case the Organizer is running multiple campaigns at the same time, each offering some sort of financial benefit for customers, the Participants can only qualify for one campaign at a time - meaning that they will receive the best offer or prize out of the ones they are applying for.

## THE PRIZE

The prize for the campaign participants that meet all the criteria for participation is a full-time scholarship for the entire high school years

## 5. ALTERNATIVE PRIZES

The Participant cannot opt to receive cash or other goods for the prize, nor can he/she request any changes to the prize offered by the Organizer. In case of refusal of a participant to receive the prize (by a customer's refusal we mean that, during the validity period of the campaign, the customer does not wish to receive the prize, expressly refuses the prize or shows a similar attitude), according to these Rules, the customer will lose the right to receive the prize - in the sense that, if the prize is not redeemed by the end of the campaign, it will lose its validity.

## **6. TAXES**

6.1. Any Tax for the prizes will be withheld and paid by Spark School, as the Organizer, in accordance with the Romanian Tax Code.

6.2. The Organizer is not responsible for the payment of any other taxes, duties, or financial obligations related to the offered prize, which are the responsibility of the winner. Participants in the promotional campaign are not required to pay any additional direct or indirect expenses, except for the normal expenses of running the promotion that may apply (the cost of normal telephone charges for obtaining additional details on the Official Rules, the cost of internet services, etc.).

## **7. FORCE MAJEURE**

7.1 Force majeure is any event that cannot be controlled, remedied or foreseen by the Organizer, including the impossibility of the Organizer, for reasons beyond its control and whose occurrence makes it impossible for the Organizer 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 Organizer 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 Organizer 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 occurrence of the case of force majeure. The Campaign Organizer is also required to 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 present Campaign will end on **30.11.2023 (November 30, 2023)** or in the event of a change in the legislative framework that makes it impossible to organize 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 available to third parties in any way the personal data of customers without their consent, 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 securely manage the personal data provided by participants. The purpose of data collection is to expand the Organizer's customer network with regard to 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 Taking into account the nature, context, purpose and scope of the processing, the Organizer shall ensure through appropriate technical and organizational measures the security of the personal data they process.

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 processing their personal data when the processing is based on a legitimate interest of the controller. The processing will be stopped in this case 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 in order 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 to a significant extent. 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 / lodge a complaint with the ANSDPC, in the context where he/she considers that his/her rights with regard to the processing of personal data have been infringed.

## **10. APPLICABLE LEGAL REQUIREMENTS**



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**

Any disputes that may arise between the Organizer 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 an attempt of fraud to the system, abuse or any acts directed against the Organizer or its partners, the Organizer 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 from the Campaign.

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

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

The Organizer reserves the right to amend these Rules during the Campaign, with the proviso that any changes will be 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 of any kind, including direct, indirect, incidental, consequential or punitive damages, arising out of any person's participation in this Campaign. Without limiting the foregoing, the prizes offered by the Organizer, including this Campaign, are offered "as is" without additional warranties, express or implied.

Spark School

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