

## REGULATION OF PROMOTIONAL CAMPAIGN WITH PRIZES

### "In September Aesthetic Meet G Design"

organized by DSD Technology S.R.L.

(period: September 15, 2015 - November 15, 2015)

#### Article 1 - The organizer

1.1 The organizer of promotional campaign with prizes "In September Aesthetic Meet G Design" (hereinafter referred to as the "**Promotion**") is DSD Technology S.R.L. ("**Organizer**"), a company registered under Romanian law, established in Tunari, 33 Ion Creanga Street, Ilfov, Romania, registered in Bucharest Trade Registry under no. J23 / 3137 / 30.10.2014 and tax registration number RO 31705591, RON account IBAN no. RO03BTRLRONCRT0215449601 opened at Banca Transilvania.

1.2 The promotion will take place under this Regulation (the "**Regulation**") which is mandatory for all participants.

1.3 By participating in this Promotion, the cognition of regulation Participant's consent regarding the terms and conditions is presumed. Participants undertake to respect and comply with all terms, conditions and provisions of this Regulation.

#### Article 2 - Duration and place of Promotion

2.1. The Promotion is organized and performed only in the online environment using the social network "Facebook".

2.2 The Promotion does not take place in the offline environment or somewhere other than where mentioned in section 2.1.

2.2. The Promotion will start on September 15, 2015 00:00:01 am and will last until November 14, 2015 11:59:59 pm.

#### Article 3 - Official Promotion Regulation

3.1. Official **regulation** of the **Promotion** is available to any applicant, free of charge, for the duration thereof, in any of the following ways:

- In electronic form by accessing the website **www.hackdental.software**, or following a written request sent to the Organizer of Tunari, 33 Ion Creanga Street, Ilfov, Romania.

3.2. Also, detailed information on the organization of **Promotion** can be requested by phone at +4 0765 173 192 helpline (price applicable depending on the origin of the call) from Monday to Friday between 09:00 am - 6:00 pm (except holidays).

3.3. According to the free decision of the **Organizer** the **Promotion** can be publicized to inform the public, including through advertising and / or informative materials. The information may contain such material construed in accordance with this **Regulation**.

3.4. The **organizer** reserves the right to amend and / or supplement the **Regulation** and the right to suspend and / or terminate and / or discontinue the development of **Promotion**, provided the participants are sent a prior notice of any change to any of its provisions. Any changes / additions to the provisions of this **Regulation** shall be included in the addenda and will be communicated to the public by publication on the website **www.hackdental.software**.

#### Article 4 - The right to participate

4.1. Only individuals ("**Participants**") who, at the date of registration, turned 18 and who have a valid account on the social network Facebook can register to participate in the **Promotion**.

4.2. The following people cannot participate in the **Promotion**:

-employees of company DSD Technology S.R.L. and of its distributors,  
-employees of company involved in conducting any activities related to the organization and development of **Promotion**.

Also, relatives of employees mentioned above (ie children / parents, brother / sister, husband / wife) have no right to participate in the **Promotion**.

#### **Article 5 - Registration**

5.1. Only users registered in social network Facebook and who have created a valid customer account on the website [www.hackdental.software](http://www.hackdental.software) can participate in the Promotion.

5.2. After the closing date of the Promotion, the users who register on the website [www.hackdental.software](http://www.hackdental.software) are no longer participants in the promotion, and the Organizer no longer has any responsibility and no obligation about any circumstance which could eventually lead the public to conclude the actuality or continuance of the Promotion.

#### **Article 6 – Prizes of Promotion**

6.1. Within the Promotion the following prizes will be awarded according to the mechanism described in Article 7 below:

The right to use a G Design Pro software licenses for 12 months for each participant who posts 3 cases in the user group "G Design" on Facebook. The detailed description of the software can be found on the website [www.hackdental.software](http://www.hackdental.software).

6.2 The organizer shall indemnify participants in case of problems in the operation of the offered prizes, including if it relates to prize destruction, inability to use, other ancillary damage, injury, death, etc.

6.4 If the *Organizer* decides otherwise expressly, none of the *Promotion* prizes can be replaced with another good or service and its value in money cannot be obtained.

#### **Article 7 - The mechanism of Promotion**

##### **7.1. Conditions for the valid entry into Promotion**

To validly register in order to participate in the **Promotion** the following conditions must be fulfilled:

- (1) The participant shall have the right to participate according to Article 4 above;
- (2) The **Participant** will register the **Promotion** exclusively by registering on the website [www.hackdental.software](http://www.hackdental.software) observing the conditions specified in Article 7.2. below;
- (3) Registration is made only during the Promotion period mentioned in Article 7.2.1 below;
- (4) The Participant will use a single email address for registration.
- (5) After registering on the website [www.hackdental.software](http://www.hackdental.software) referred to in Article 7.1.2 the **Participant** can download a trial license of the software G Design Pro which will be valid for 2 months.
- (6) The posting of 3 cases made with G Design will be made on [www.facebook.com/hackdentalsoftware](https://www.facebook.com/hackdentalsoftware) from social network Facebook only with the prior consent of the patient or otherwise we will use a blurred tape to cover the patient's eyes.

(7) Any case posted on Facebook social network page mentioned above in Article 7.1.6. will include a photo or video for each of the three work stages of the case: a picture of the patient in the initial stage, a picture where they use the software G Design for treating the patient and a picture of the patient in the final stage after treatment.

##### **7.2. How to register in the Promotion**

7.2.1. Participants may register in the *Promotion* anytime, starting in September 15, 2015 (time 0:00:01 am) and up to November 14, (11:59:59 pm).

7.2.2. **Participants** will post 3 cases made using G Design software on the page mentioned in section 7.1.6.

7.2.3. Registration will be done by creating a user account on the website [www.hackdental.software](http://www.hackdental.software) and completing a **registration form** available when accessing the website. This form will be completed by the **Participant** through the mandatory indication of the following information:

- Last name
- First name
- Specialty
- Country of origin
- Phone number
- E-mail
- Course Code "Promotion"

Registration is valid only by ticking the box by means of which participants confirm that they acknowledge and agree with the terms of the promotion regulation, the check found in the form available on [www.hackdental.software](http://www.hackdental.software)

A participant can be recorded only once, with a single email address.

7.2.3. The **Organizer** will automatically generate, electronically an account (the "**Account**") for each email address used at registration. This **Account** will accumulate all email addresses transmitted by the participant whether they are valid or not.

7.2.4. The **user account** can be accessed through the section "My Account" found on the website of the promotion and will allow the Participant to have access to:

- The kit to install the software G Design
- The key series required for installation
- The period of validity of license

7.2.5. The same **case** can be posted only once and only in one of the manners described in Articles 7.2.2 (1) and 7.2.2. (2). If the same **case** will be posted on social network Facebook several times or on more **Accounts** (different email addresses) it will be considered only for the first account from which it was posted. The **Account** corresponding to the first registration, the order of registrations being the chronological one corresponding to the time of reception in the **Organizer's** database and not to the time of posting the case.

7.2.7. A Participant may post in the contest 3 cases at most, irrespective of the date on which they post it. Any other case posted after the first 3 will not be considered. The Organizer will not be held responsible for those cases valid that the Participant has not registered according to the above.

7.2.8. Each unique case validly posted will accumulate in the Participant's a single post no matter how many times it will be posted.

7.2.10. The cases are accumulated in the Participant's **Account** throughout the **Promotion** only if they are posted on mentioned in section 7.1.6.

7.2.11. No registrations made under the following conditions will be considered:

(1) In the event that cases are posted outside the **Promotion** period specified in Article 2.2 above.

(2) If the **Participants** post cases which are either erroneous, incomplete, that contain any extra characters or have been previously sent.

(3) If the **Participants** use for the posting of cases invalid Facebook accounts or, if necessary, indicate in the online form on the website [www.hackdental.software](http://www.hackdental.software) invalid, unallocated email addresses, which cannot be identified.

(4) If for the reasons referred to in Article 7.2.12, the **Participant's** account has been blocked prior to the time of transmission of **Codes**.

(5) In the event that the cases were posted by attempts of fraud or any means and / or electronic equipment and / or software other than those indicated by the **Organizer** or have been made in breach of any of the terms and conditions of the **Regulation**.

7.2.12. If a **Participant** posts ten (10) or more cases on the page mentioned in paragraph 7.1.6. containing erroneous, incomplete elements, information and / or any other extra character or which has been previously sent, if necessary, the access to the **Account** that was generated will be blocked, meaning that those cases posted after the account blocking will not be considered. The **Participant** may request the unlock of the account by sending an email to the email address [contest@hackdental.software](mailto:contest@hackdental.software).

To unlock the account in order to verify the accuracy and / or veracity of **single** cases posted by the Participant, the operator designated by the Organizer may require the Participant to indicate more information corresponding to the posted case, the telephone number or email address of the patient who has been the subject of the posted case, information likely to prove compliance with **Regulation**. If the **Participant** is unable to provide sufficient information in order to clarify the situation of cases it performed, the account will remain locked. If after completion of the checks and confirmation of the data received from the **Participant**, the operator finds that he/she has complied with the rules of the promotion he/she will unlock the account within a maximum of 4 days from the end of the conversation by email. The Organizer assumes no responsibility regarding the inability to use the Account in the period in which it has been locked, including whether in the maximum period of four days mentioned above the Promotion ceases.

**The cases** validly published on the page mentioned in section 7.1.6. after the account is locked remain valid, and can be registered in the **Participant's** account only if retransmitted at a time after the unlock of the account, under the other conditions of this **Regulation** only during the **Promotion** period.

#### **7.2.13. Registration in Promotion by creating a user account on [www.hackdental.software](http://www.hackdental.software).**

(1) What should the **Participant** do:

- a. create a user account on the website [www.hackdental.software](http://www.hackdental.software) using a valid email address
- b. post 3 cases made with G Design on the contest page mentioned in section 7.1.6. between September 15, 2015 and November 15, 2015
- c. obtain the consent of the patient whose case is posted on the user group "G Design" created on social network Facebook.
- d. if it does not have the consent of the patient whose case he/she wants to post a blurred strip covering the patient's eyes will be used so that he/she cannot be identified.

(2) The Participant will receive a **reply message** with one of the following messages:

**(a) If a correct case is posted during September 01, 2015 - October 31, 2015 the Participant will receive a message as follows (depending on how many consecutive correct cases he/she posted):**

*Congratulations! You have posted a case.*

*Congratulations! You have posted two cases.*

*Congratulations! You have posted all three cases required.*

**(b) If an incorrect case is posted during September 15, 2015-November 15, 2015 the Participant will receive one of the messages with the following content (depending on how many consecutive incorrect cases he/she has posted):** Between 1-8 incorrect cases posted: *Incorrect case incorrectly.*

Please check the case more carefully in the future and send an email to [contest@hackdental.software](mailto:contest@hackdental.software) for more information. For the 9th case incorrectly posted: You posted the last incorrect case allowed. Check more closely the posted case to avoid your account being locked.

**(c) If a Participant posts 10 incorrect cases consecutively, the access to G Design promotion will be locked, and he/she will receive the following message:** *The account created on the email address has been locked. Contact us at email [contest@hackdental.software](mailto:contest@hackdental.software) to learn how you can unlock it.*

**(d) If a case is posted on the user group "G Design" on the social network Facebook several times, from the same user account or from different user accounts the Participant will receive the following message:**

*Sorry, but this case has already been posted. Please post a valid case.*

**(e) If a Participant posts a case after the end of the promotion, he/she will receive the following message:**

*The campaign "In September Aesthetic meet G Design" was ended on 15/11/2015. Hack Dental thanks you and waits for you for the next contests!*

**(f) If a Participant tries to post the sixth valid case he/she will receive a message with the following text, beginning with the 4<sup>th</sup> event posted:**

*You have already posted the maximum number of cases admitted. This case will not be considered.*

#### **7.2.14. Registration in the promotional campaign through the website [www.hackdental.software](http://www.hackdental.software):**

(1) What should the **Participant** do:

- a. create a user account on [www.hackdental.software](http://www.hackdental.software) using a valid email address
- b. post three cases made with G Design software mentioned in section 7.1.6.
- c. post the cases between September 15, 2015 – November 15, 2015
- d. obtain patient consent for posting the case on the page mentioned in paragraph 7.1.6. or use a blurred strip for the patient's eyes to conceal his/her identity.
- e. The picture will be posted on the page mentioned in section 7.1.6. by the Participant, after creating a valid account participating in the **Promotion** on [www.hackdental.software](http://www.hackdental.software) website. For every 3 unique cases posted the Participant will receive a license to use the software G Design for a period of 2 months. No matter how many cases the user will post after the 3 he/she will no longer obtain a license to use or he/she may not use G Design software for more than 12 months.

The Participant assumes responsibility on the public disclosure of that case and for compliance with all legal provisions. All photos or videos uploaded by participants can be posted on the website [www.hackdental.software](http://www.hackdental.software) in a special section dedicated to this Promotion. The photos that do not respect the legal conditions (not to be illegal, dangerous, malicious, defamatory, obscene, pornographic or vulgar, defamatory, racist or xenophobic materials, material which constitute a flagrant violation of copyright and any materials that could be considered incitement to criminal acts or illegal deeds) will not be considered and will not be posted. The Organizer is not responsible for the fact that third parties may use information that Participants in the Promotion post or make available in the space dedicated to the Campaign. Participants agree and undertake full civil and criminal liability for information they transmit or publish in the spaces dedicated to the Campaign. Participants are fully responsible for the content of images, texts and information posted or placed on the site.

Participants agree and undertake not to use the website services for purposes other than those stipulated in the Regulation. Meanwhile, participants agree and undertake not to provide information in order to support illegal activities. The organizer reserves the right to disqualify / exclude from Promotion the photos submitted by participants which do not comply with the conditions mentioned above.

### 7.3. Designation of winners

7.3.1 Each participant who posted three valid cases meeting the conditions of the promotion will receive a license to use G Design software for 12 months.

The granting of licenses will be organized between November 15-November 30, 2015 and will target entries in promotion conducted between September 15, 2015 (00:00:01 am) and November , 2015 (11:59:59 pm)

7.3.1.1 Only the Participants who accumulated at least 3 cases posted on the page of the contest mentioned in section 7.1.6. and which meet the conditions detailed in Article 7.2. are qualified for the contest.

7.3.1.2 The number of licenses for the use of G Design software for a period of 12 months is not calculated based on the number of cases posted on the page of G Design users on social network Facebook. No matter how many cases the Participant posts except the 3 mandatory he/she will not receive more than one license of use. (eg if a participant has posted 10 cases he/she will receive one license to use Design G software for a period of 12 months)

7.3.1.3 The winning Participants will be able to download G Design user license for 12 months from their account created on [www.hackdental.software](http://www.hackdental.software).

### 7.4. Validation of earnings. Publication of winners.

7.4.1. After the designation of the **Promotion's** winner, according to the mechanism described above, the **Organizer** will proceed to validate the gains, during which it will verify that the conditions on registration of **Participants** in the **Promotion**, and its manner of development are met.

The **Organizer** may require any **Participant** to provide additional information on the cases posted for further checks.

Thus, for a **Participant** to be confirmed as the winner of the **Promotion** it is necessary to meet all the following conditions:

- (1) The Participant has the right to register in the **Promotion**, according to the provisions of Article 4 above;
- (2) Registration in the **Promotion** shall be made only in one of the ways mentioned in Article 7.2.2. (1) and 7.2.2. (2) above;
- (3) Compliance with all conditions of registration indicated in Article 7.1 above;
- (4) The **Participant** shall ensure the integrity of cases posted, being expressly stipulated that the breach of the conditions stipulated will result in the invalidation of the gain, and therefore in the inability of the winner to receive the prize.
- (6) To be confirmed as the winner of the license to use G Design software for a period of 12 months the **Participant** will provide the **Organizer** the information requested in connection with its participation in the **Promotion**, within 5 days after contacting him/her by email.

Announcement of the winners will be achieved by the publishing on the website [www.hackdental.software](http://www.hackdental.software) within 35 working days of the date when the process of validation of gains is completed subject to the non-occurrence of one of the situations mentioned above. The winner will receive the prize in maximum 45 working days from the end of the promotion.

7.4.2. Any errors and / or omissions with respect to personal data provided to the **Organizer** does not draw the Organizer's liability, the accuracy of contact data provided by the participants being their sole

responsibility. The **Organizer** is not responsible if any **Participant** designated as winner cannot be contacted because of the incorrect / incomplete name, address or email address.

Complaints relating to the prize won after the moment of installation by the Participant of the license to use G Design software for a period of 12 months will not be considered by the **Organizer**.

#### **Article 8 Fees and taxes**

The Organizer undertakes to withhold and transfer the income tax due for the gains consisting in the prizes granted to Romanian citizenship winners in accordance with Articles 75 and 77 of the Tax Code approved by Law 571 of 22.12.2003, as amended and supplemented, any other liabilities of any nature in connection therewith, being the exclusive responsibility of the winners.

#### **Article 9 Limitation of liability**

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

9.2. The Organizer of the Promotion "**In September Aesthetic meet G Design**" will have no liability and cannot be involved in any dispute relating to the cases performed with G Design and posted by the Participants on the contest page mentioned in 7.1.6. as regards any additional expenses incurred by Participants in connection with this Promotion, except those provided by GO no. 99/2000 approved by Law no.650 / 2002.

9.3. In the event of a dispute over the validity of a registration under this promotion, the Organizer's decision is final.

9.4. The Organizers take no responsibility for:

1. the cases posted incomplete or inconsistent in terms of content;
2. the cases posted elsewhere than on the official website of the contest mentioned in section 7.1.6. or online registration on another site than [www.hackdental.software](http://www.hackdental.software) which would lead to the lack of reception by the Organizer;
3. the cases performed with G Design and posted on the official page of the contest mentioned in section 7.1.6. containing incorrect elements.
4. the cases performed with G Design and posted on the official page of the contest mentioned in section 7.1.6. transmitted outside the promotion period mentioned above.
5. the cases performed with G Design and posted on the official page of the contest mentioned in section 7.1.6. from an invalid account.
6. The emails sent by the Organizer but not received by the participants due to technical reasons or beyond the control of the Organizer;
7. Online registration for the contest that do not contain the required fields
8. Situations in which the email address or the user who posted a case performed with G Design on the contest page mentioned in section 7.1.6. from an account that cannot be identified and therefore the Organizer will not be able to respond to the Participant regarding the promotion;
9. Any dispute regarding the rights to user email or user accounts on the social network Facebook from which the cases had been posted.
10. The situations in which several persons claim the same valid account from which they were posted. Under this Regulation, prizes will be awarded to participants who have posted the cases made with G

Design on the contest page mentioned in point 7.1.6. and which can prove that they are validly registered in the contest.

11. Any error in data provided by the winners; contact data accuracy does not draw Organizer's liability, being the sole responsibility of the participants. As such, the Organizer does not have any liability in case of provision by participants of false data that led to the impossibility of sending the prize in normal conditions, the impossibility of identifying a winner, the impossibility of registration in the promotion due to unreadable personal data or enscribed code;

12. The Organizer shall not be responsible for the inability of a winner to receive the prize due. The winner is solely responsible for fulfilling all legal formalities for registration with all competent authorities of his/her property rights and obtaining any and all documents necessary to receive the prize won. The Organizer does not have any material obligation or of other nature besides those mentioned above.

13. The Organizer shall not be responsible for delays in delivery / handing over of prizes caused by delays in service delivery by its suppliers etc;

14. The Organizer does not assume responsibility for any printing errors or other errors relating to the cases posted or to the development of the user account generated by some technical limitations of the supplier of these materials;

15. Technical damages of the website [www.hackdental.software](http://www.hackdental.software) or [www.facebook.com](http://www.facebook.com)

16. Loss by Participant of log in data, the lock of the participant's e-mail address or failures of mechanisms other than of the sites involved in the process of user and password reminder.

17. Errors caused by incorrect use of the personal computer by the participant (interruption of electrical power to the computer, errors caused by the operating system installed on the computer, errors caused by viruses into the computer's operating system, errors caused by bad faith use of technology by the participant in order to manipulate the results of the contest).

18. Errors caused by using other technologies than those recommended by the Organizer, including: Internet Browser (Internet Explorer v. minimum 6, Mozilla minimum version 3, Opera 9, Chrome) Operating System minimum Windows 2000.

19. The situations in which certain people registered in the contest are totally or partially unable to participate in the contest, if the inability is due to circumstances beyond the control that the Organizer can reasonably exercise.

20. Failure by the Participant to fulfill any of the conditions for participation in the Promotion resulting in the inability of awarding the prizes won.

These circumstances may be due to: incorrect, incomplete information, sent with interruptions, transmitted late or deformed in any way, after the actions of the website users, operation of computer equipment thereof, applications thereof or other technical equipment thereof used in running the contest. These circumstances may be due also to technical difficulties that may affect the Internet connection and / or computer equipment and / or applications of ISP and / or malfunction of the e-mail, in case of the Organizer or of the participant caused by technical problems and / or intense Internet traffic in general, or on the website, in particular, or by both problems.

These circumstances may be due to: some damage or defects with potential effect on computing equipment, applications and / or stored data of the participants or third parties, after participating in



the Promotion. These circumstances may also be due to changes in legislation which influence the progress and implementation of Promotion (such as the decisions taken by the civil authorities, the regime of war, natural disasters and similar events) gains in the Promotion, their value, their function, their award and / or distribution conditions.

Participants definitively accept all decisions adopted by the Organizer about the winners. The Organizer has the right to disqualify any participant who does not meet the regulation of Promotion or in respect of whom there is evidence of misconduct or sabotage of any kind against the Promotion. Participants undertake to make available to the Organizer all relevant contact details (name, address and mobile number).

#### **Article 10 - Processing of personal data**

10.1 By registering and participating in the **Promotion, Participants** declare that they agree with the provisions hereof and agree for their personal data to enter into the database of DSD Technology S.R.L., to be processed and used by it (personally or by representative / Partner) for purposes such as: handing out prizes to the winners, registration and validation of the winners of the promotional Campaign, preparation of statistical reports on consumers, direct marketing activities as well as informing people included in the database of DSD Technology S.R.L. through various means of communication (mail, e-mail, SMS or other means of communication permitted by law) in respect of other actions carried out in the future by the Organizer, the transmission to the Participant of various advertising, informative materials and / or promotional objects and / or samples. DSD Technology S.R.L. is registered as personal data operator with the National Supervisory Authority for Personal Data Processing and Direct Marketing operator, in accordance with *Law no. 677/2001* on the protection of individuals with regard to the processing of personal data and the free movement of such data ("Law 677/2001"). The Organizer undertakes that personal data will not be disseminated to third parties except its representatives.

10.2 By entering this Promotion, participants agree with the provisions hereof and agree that if they win, the name, city of residence and the prizes won shall be made public and used for publicity purposes, without further obligation or payment from the Organizer. Also, by posting cases performed using G Design software on the contest page mentioned in section 7.1.6. in this Promotion, participants agree that all cases posted by them on the page of the G Design group of users of social network Facebook to be posted without prior agreement on [www.facebook.com](http://www.facebook.com) or [www.hackdental.software](http://www.hackdental.software), to be made public and used for publicity purposes, without any obligations or payments from the Organizer.

10.3 Upon written request, signed and dated by the person concerned addressed to the Department of Consumer Affairs, Tunari, 33 *Ion Creanga Street, Ilfov, Romania* once a year, free of charge, DSD Technology S.R.L. confirms the use of data relating to it or will cease any processing thereof. Also DSD Technology S.R.L. shall rectify, update, block, erase or transform into anonymous data all those the use of which does not comply with *Law no. 677/2001*.

10.4 The **Organizer** undertakes to comply with the provisions of *Law no. 677/2001* regarding the protection of personal data of **Participants** stored during the Promotion and afterwards. As such, the **Organizer** undertakes to preserve the privacy of the personal data of **Participants** in the promotion and use them according to law.

10.5 **Participants** in the **Contest** are guaranteed the rights provided by *Law no. 677/2001* on the protection of individuals with regard to personal data processing and free movement of such data and in particular those concerning:

- *The right of access to data* that data subjects have the right to obtain from the **Organizer**, on request and free of charge for one request per year, the confirmation that the data concerning them are processed or not by the **Organizer**.

- *The right of opposition* according to which the data subject has the right to object at any time on legal and legitimate grounds relating to his/her particular situation, for the data concerning him/her to be processed, unless there are contrary legal regulations.

- the right of intervention over data according to which any data subject has the right to obtain from the **Organizer** on request and free of charge: a) if necessary, the correction, updating, blocking or deletion of data the processing of which does not comply with the law, especially of incomplete or inaccurate data; b) as appropriate, transforming into anonymous data the data the processing of which does not comply with the law; c) providing notification to third parties to whom the data were disclosed, of any operation performed according to letters a) or b), if such notification does not prove impossible or does not involve a disproportionate effort towards the legitimate interest that could be harmed.

10.6 Upon the express request of either **Participants**, the **Organizer** will provide the exercise any of its rights stipulated in Article 10.3 above. To exercise these rights, participants registered in the **Promotion** will send the Organizer on the address Bucharest, Tunari, 33 Ion Creanga Street, Ilfov, Romania, a request made in writing, dated and signed.

10.7 The **Organizer** also undertakes to comply with all the provisions of *Law no. 677/2001* regarding the protection of personal data stored both on the duration of the **Promotion**, and after this ends for an unlimited period of time and, if necessary, notify the National Supervisory Authority for Personal Data Processing all about collecting and processing of personal data carried out in connection with the registration and participation in the **Promotion**.

10.8 The Organizer undertakes upon the first written notification which will have with the people in the database so created, to bring them to the attention their rights according to *Law 677/2001*.

#### **Article 11 - Termination / Interruption of Promotion. Force majeure**

11.1. The **Promotion** may be terminated prior to the expiration of the period stipulated in case of an event constituting force majeure, including the case of **Organizer's** inability, for reasons beyond his control, to ensure a smooth running of the **Promotion**.

11.2. Force majeure means any event which cannot be predicted, controlled or corrected by the **Organizer**, including the **Organizer's** inability for reasons beyond its control and the appearance of which makes the latter unable to fulfill its obligations under the **Regulation**.

11.3. The **Promotion** may stop before reaching the established time period or may be suspended at any time based on the free decision of the **Organizer**, provided it notifies such a situation in advance and in compliance with the provisions of Article 3.4 above.

#### **Article 12 - Failure to pick up prizes**

12.1 If any of the winners of the **Promotion** is unable to move, the handing over of the prize will be made to an authorized person by special power-of-attorney for this. The **Organizer** is exempt from any liability arising from the award of the prize to that person empowered by power-of-attorney, and from the payment of any compensation or the settlement of any claims related to it.

#### **Article 13 - Disputes**

13.1. Any disputes arising between the **Organizer** and **Participants** regarding any aspect related to the conduct of the **Promotion** will be resolved amicably, and if this not possible, disputes will be settled in the competent Romanian courts of Bucharest.

13.2. Any complaints about the conduct of the **Promotion** may be sent to the **Organizer's** address within 10 days from the date of public announcement of the winners. After that deadline, the **Organizer** will not consider any complaint.

#### **Article 14 - Other Clauses**

14.1. **Organizer's** decisions on promotion are final and applicable to all **Participants**.

14.2. Prizes not granted shall remain in the possession of the **Organizer** which can freely dispose of them in the manner it deems necessary or appropriate to its interests.

14.3. The Organizer is entitled to take all necessary measures in case of attempted fraud of the system, abuse or any other attempts that could affect the image or the costs the organization and development of Promotion involve.

14.4. The Organizer reserves the right to amend or change the present Official Regulation, by concluding an addendum to the Regulation, and such changes will come into effect only after their publication on **www.hackdental.software** site.