**ONE CONTEST @ BRAND MINDS**

**SECTION 1. CONTEST ORGANIZER AND RULES**

1.1 The organizer of the "**ONE @ BRAND MINDS**" Contest (hereinafter referred to as the "**Contest**") is **ONE UNITED MANAGEMENT SERVICES S.R.L.**, a legal entity of Romanian nationality, with its registered office in Bucharest, Sector 1, 20 Maxim Gorki Street, registered with the Bucharest Trade Register under no. J40/8918/2022, (EUID) ROONRC J40/8918/2022, with sole registration no. RO 46107448, IBAN for RON RO02UGBI0000012064992RON and IBAN for EUR RO92UGBI0000012064993EUR, opened with Garanti Bank S.A. – Dorobanţi Branch, (hereinafter referred to as the "**Organizer**"), duly represented by director Miruna Buruiană-Soare.

1.2 The authentication and legalization of the Rules, as well as the designation and validation of the winner, will be carried out by the Organizer. The Contest will be conducted in accordance with the provisions of these rules (the "**Rules**"), which are mandatory for all participants and all entities involved in the running of the Contest. Participation in the Contest is free of charge.

1.3 The Rules are drawn up and made public in accordance with the applicable Romanian law and, together with the details of the Contest, are available free of charge to any applicant on the website www.one.ro (hereinafter referred to as the "**ONE Website**") for the entire duration of the Contest.

1.4 The Organizer reserves the right to modify or change the Rules, as well as the right to suspend the Contest, with the obligation to inform the public officially, in the same manner in which the initial information was provided, namely on the ONE Website, before these changes come into effect.

1.5 By entering the Contest, it is presumed that the participant has fully, explicitly, and unequivocally understood and accepted the Rules.

1.6 The Contest is organized in compliance with the provisions of Romanian law.

**SECTION 2. PLACE AND DURATION OF THE CONTEST**

2.1 The Contest begins on **24.09.2024**, at 10:00am, and ends on **25.09.2024**, at 23:59pm, exclusively online, on the ONE Website, in accordance with the provisions of these Rules.

2.4 The validation of the Contest results and the awarding of the prize will take place in accordance with the provisions of these Rules.

**SECTION 3. PARTICIPATION RIGHTS AND CONDITIONS**

3.1 Only individuals who are at least 18 years old at the start date of the Contest (hereinafter referred to as "**Participants**") are eligible to participate in the Contest.

Participation in the Contest implies the implicit, complete, explicit, and unequivocal acceptance of the provisions of these Rules.

3.2 The following categories of persons are not eligible to participate in this Contest:

(i) persons who have not reached the age of 18 at the start date of the Contest;

(ii) employees of the Organizer, as well as employees of companies affiliated with ONE UNITED PROPERTIES S.A.;

(iii) employees of any other companies/entities involved in activities related to the organization and conduct of the Contest;

(iv) first and second-degree relatives (i.e., children/parents, siblings) and/or the spouse of the employees mentioned in points (ii) and (iii) above.

3.3 The Organizer reserves the right to take all necessary measures to prevent the participation of persons mentioned in art. 3.2, as well as the right to exclude from the Contest any person from the above categories. Failure to provide the necessary data for participation in the Contest will result in the impossibility of participating in the Contest and, consequently, in the impossibility of awarding the prize to the designated winner.

3.4 The Organizer reserves the right (i) to cancel any participation in the Contest made in violation of these Rules and (ii) to refuse the awarding of the prize if such situations are found.

**SECTION 4. CONTEST MECHANISM**

4.1 Participants who wish to enter the Contest will fill in the registration form available on the ONE Website, in the section https://www.one.ro/en/brand-minds-contest-2024/ during the period mentioned in Section 2.

4.2. Registration in the Contest is free, without any purchase or payment obligation.

4.3 By registering for the Contest, the participant gives their explicit consent to the processing of personal data under the conditions laid down in Section 12.

**SECTION 5. PRIZE**

5.1 The designated winner will benefit from the coverage of a down payment amounting to EUR 10,000 (ten thousand) (with/without VAT, calculated depending on the winner's VAT registration status) for the purchase of an apartment developed by ONE UNITED PROPERTIES S.A. and its affiliates.

5.2 The Organizer clarifies that the prize is not awarded to the winner in cash or in RON equivalent, but strictly within the framework of the conclusion of a bilateral promise to sell by the winner for an apartment in one of the projects developed by ONE UNITED PROPERTIES S.A. and its affiliates, in the form of payment by the Organizer to the promissory seller's account of the amount of EUR 10,000 (ten thousand) (with/without VAT calculated depending on the winner's VAT registration status) in the name of the winner.

**SECTION 6. SELECTION OF THE WINNER**

6.1 The winner will be designated on **26.09.2024**, by a draw among the participants who have met the conditions stated above (Section 5. "CONTEST MECHANISM").

One (1) winner and two (2) reserves will be chosen as follows:
- *Draw 1*: Prize Winner
- *Draw 2*: Reserve 1
- *Draw 3*: Reserve 2

If the Winner refuses the awarded prize or cannot be contacted for validation, the prize will be allocated to the first reserve. If reserve 1 refuses the awarded prize or cannot be contacted for validation, the prize will be allocated to the second reserve.

The draw will take place on 26.09.2024, using the **random.org** platform.

6.2 The Organizer disclaims any liability in the event that the Participant does not respond to the call/message/email sent by the Organizer in private, made through the personal data provided at the time of registration on the ONE Website within 72 (seventy-two) working hours (the winner did not provide correct contact details, did not respond, has the phone turned off, is out of coverage, etc.) or for any other situations in which the Participant cannot be contacted. A participant who does not respond to the private message sent by the Organizer within 72 (seventy-two) working hours from the date of the notification, pursuant to these Rules, will be designated as a non-winner and the first reserve will be contacted, according to the above procedure.

6.3 Complaints can be made and sent within 24 (twenty-four) hours of the date of the announcement of the winner on the Contest page. The complaint must be sent by email to the organizer at legal@one.ro and must include:

(i) the surname and given name as indicated in the identity document provided on the ONE Website;
(ii) a presentation of the factual reasons on which the complaint is based.

6.4 Complaints will be settled by the Organizer within 48 (forty-eight) working hours from the confirmation of receipt.

6.5 The declared winner has the option to refuse the prize by sending a message to the Organizer.

6.6 Refusal expressed under these conditions will be recorded by the Organizer and is deemed irrevocable, with the Organizer declaring the participant as a non-winner and proceeding to contact the reserve in the order designated according to the random.org distribution program.

**SECTION 7. AWARDING THE PRIZE**

7.1 The designated winner who has responded to the Organizer in line with art. 6.2 has the right to request information from the Organizer regarding the residential projects developed by ONE UNITED PROPERTIES S.A. and its affiliates, for the purpose of choosing an apartment that will be the subject of a bilateral promise to sell.

7.2 The designated winner will communicate its decision regarding the purchase of an apartment to the Organizer by 30 November 2024, with the bilateral promise to sell to be concluded no later than 28 February 2025, under penalty of not being awarded the Prize.

7.3 Failure of the winner to appear for the conclusion of the bilateral promise to sell by 28.02.2025 will result in the loss of their rights, i.e. the loss of the prize thus won.

7.4 Claims regarding the awarded prize, after executing the handover protocol, will not be taken into account by the Organizer.

7.5 Any error and/or omission regarding the personal data provided to the Organizer does not engage the responsibility of the latter, the accuracy of the contact data provided by the Participants being the sole responsibility of the Participants.

**SECTION 8. TAXES AND DUTIES**

8.1 The Organizer undertakes to calculate and remit the tax due for the prize obtained by the Winner in accordance with the provisions of the applicable Tax Code. Any other tax or other obligations related thereto are the sole responsibility of the winner.

8.2 Participants in the Contest are not subject to any additional direct or indirect costs, except for the normal costs of participating in the Contest (e.g., Internet access for registering in the Contest).

**SECTION 9. LIMITATION OF LIABILITY**

9.1 The Organizer is entitled to take all necessary measures in the event of an attempt to defraud the system, abuse, or any other attempts that could affect the image of this Contest, as well as of the Organizer.

9.2 The Organizer does not assume any liability for losses, delays, or any other issues in registering for the Contest caused by the Internet provider or the internet connection of the person registering for this Contest. Also, the Organizer cannot be held responsible for unannounced interruptions/dysfunctions of the internet provider or for blocking internal access due to network congestion during peak periods that may jeopardize registration in the Contest during the Contest period.

9.3 The Organizer is not responsible for any direct or indirect damages caused to Participants in

the event that they receive text messages on their mobile phones claiming the winning of certain amounts of money or prizes as a result of participating in this Contest or any other Contest organized by **ONE UNITED MANAGEMENT SERVICES S.R.L.** and which have not been sent by the Organizer according to these Rules. In this regard, any person who intends to participate in the Contest or is participating in the Contest is hereby informed that, in the event of winning a prize within this Contest, the initial notification regarding the winning of the prize will be made according to the mechanism described in Sections 6 and 7 above.

9.4 With regard to participation in the Contest, Participants understand that they are solely responsible for the consequences of their participation.

9.5 Additionally, at the time of registration, the Participant guarantees the following: the identification data requested at registration is true, identity theft is punishable under the existing laws.

9.8 Participants definitively accept all decisions made by the Organizer regarding the winner and the subsequent schedule of the Contest or other changes related to the implementation of the Contest.

9.9 The Organizer has the right to disqualify any participant who does not comply with the Contest rules or in respect of whom there is evidence of improper conduct or sabotage of any kind towards the Contest.

9.10 Participants also undertake to provide the Organizer with all relevant contact details necessary for the Organizer to contact the Participant for the purposes of conducting the Contest – announcement of winners, delivery of prizes, etc.

**SECTION 10. DISPUTES**

10.1 Any disputes arising between the Organizer and participants will be settled amicably or, if this is not possible, the disputes will be settled by the competent courts of Bucharest, Romania.

10.2 Claims regarding the awarded prize after the email delivery of the prize to the winner will not be taken into consideration by the Organizer.

**SECTION 11. TERMINATION OF THE CONTEST**

11.1 This Contest may be terminated only in the event of an event that constitutes the total and definitive impossibility of the Organizer to perform any obligation assumed by the Organizer under these Rules, within the meaning of art. 1557 of the Civil Code.

*Impossibility of performance includes any event that represents force majeure or an unforeseen circumstance, as defined in art. 1351 of the Civil Code, including the impossibility of the Organizer to continue the Contest for reasons beyond its control, occurring after the entry into force of these Rules.

If a situation constituting the impossibility of performance prevents or delays the total or partial execution of the Rules and the continuation of the Contest or the actual use of the prize is no longer possible, the Organizer will be exonerated from liability for fulfilling its obligations for the period during which this fulfillment will be prevented or delayed, according to art. 1351 and art. 1557 of the Civil Code. In the event of force majeure, the Organizer is obliged to notify the participants of its existence within 5 (five) working days from the occurrence of the force majeure event.

**SECTION 12. PERSONAL DATA PROTECTION**

12.1. Through these Rules, ONE UNITED MANAGEMENT SERVICES S.R.L. undertakes to comply with the provisions of the law on the protection of personal data, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th of April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR"), applicable as of the 25th of May 2018.

12.2. The nature of personal data, the purpose, and the legal basis for processing are as follows:

| **Categories of personal data** | **Purpose of personal data processing** | **Legal basis for personal data processing** |
|---|---|---|
| We collect the personal data of the participants when they fill in the registration form:<br><br>Surname, given name,<br><br>Email<br><br>Phone number | We will use the information for the following purposes:<br><br>Ensuring the registration of participants in the Contest<br><br>Drawing the Contest winner<br><br>Designation of the Contest winner<br><br>Communication of the Contest result<br><br>Prize Awarding | The legal basis for data processing is consent (art. 6 (1) (a) of the GDPR). |
| We process the email address | We will use the email address to send the latest news and updates about the residential, commercial, and office real estate developments from One United Properties and/or its affiliates. | The legal basis for data processing is consent (art. 6 (1) (a) of the GDPR). |
| We process the email address | We will use the email address to communicate the resolution of complaints or appeals made regarding the Contest. | The legal basis for data processing is the legitimate interest of the Organizer (6 (1)(f) of the GDPR). |

| | | |
|---|---|---|
| We process the personal data of the Contest winner:<br><br>Data of the identity card;<br><br>Signature; | We will use the data for the valid signing of the property purchase contract from One United Properties S.A. and/or its affiliates. | The legal bases for data processing are:<br><br>Execution of contract (art. 6 (1)(b) of the GDPR)<br><br>Compliance with a legal obligation (art. 6 (1)(c) of the GDPR)<br><br>Legitimate interest of the Organizer (6 (1)(f) of the GDPR). |

12.3. Data recipients may include: affiliates of **ONE UNITED MANAGEMENT SERVICES S.R.L.**, including ONE UNITED PROPERTIES, authorized persons of **ONE UNITED MANAGEMENT SERVICES S.R.L.**, suppliers, and contractual partners of **ONE UNITED MANAGEMENT SERVICES S.R.L.**, judicial authorities, public authorities, notaries, lawyers appointed to provide assistance for organizing and conducting the Contest.

12.4. DATA RETENTION PERIOD. Personal data is kept as long as necessary to achieve the purposes for which it was collected, in compliance with internal data retention procedures, including applicable archiving rules.

12.5. RIGHTS OF DATA SUBJECTS. As of the effective date of the GDPR, data subjects have the following rights: the right of access to your personal data; the right to rectify or delete data; the right to request restriction of data processing; the right to data portability; the right to object to the processing of personal data; the right to appeal to the courts and the National Authority for the Supervision of Personal Data Processing; the right to withdraw consent to data processing at any time. Please note that exercising the right to withdraw consent does not affect the lawfulness of the processing of personal data carried out based on your freely given consent before its withdrawal. You are informed that in order to exercise your rights, you can submit a request to the Company's address. To exercise the rights indicated above, data subjects can submit a request to the Organizer at its registered office.

**SECTION 13. MISCELLANEOUS**

13.1 Should any provision of these Rules be declared null and void, the other provisions remain valid insofar as they can produce legal effects even in the absence of the void conditions. To the extent possible, the void conditions are replaced with another reasonable, legally valid regulation that corresponds as closely as possible to the purpose of the provisions that have lost validity.

13.2 The Organizer is entitled to take all necessary measures in the event of an attempt at fraud, abuse, or any other attempts that could affect the image of the Organizer and/or its partners involved in organizing the Contest.