

Official Rules for Techthelead iPhone X Giveaway
No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. Eligibility: Techthelead iPhone X Giveaway** (the “Giveaway”) is open to anyone (Domestic or International), who is at least eighteen (18) years of age, who has internet access and a valid email address. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Giveaway, as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing are not eligible to enter. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**
- 2. Sponsor:** The Giveaway is sponsored by PHOTO BOX S.R.L., 29 Stefan Ciuica Street, apartment 1, Bucharest, Romania, 022708 (“Sponsor”).
- 3. Administrator:** Survey Monkey. (“Administrator”).
- 4. Agreement to Official Rules:** By entering the Giveaway, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5. Entry Period:** The Giveaway begins at 7:00 PM EEST on Friday, May 18, 2018 and ends at 7:00 PM EEST on Friday, June 8, 2018, (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Administrator’s computer is the official time-keeping device for the Giveaway. Entries submitted before or after the applicable Entry Period will not be eligible.
- 6. How to Enter:** During the Entry Period, visit <http://techthelead.com/giveaway-iphone-x/> (the “Giveaway Website”), and enter the official survey form by answering the questions prompted and filling out your name and email address in the fields indicated, as well as by completing the mandatory actions detailed on the Giveaway Website. You will receive one (1) entry for completing the following action directly from the links on the Giveaway Website: answering to Techthelead’s official survey questions (the “Entry”). There is a limit of one (1) Entry per person during the Entry Period. Entries in excess of the allowable limit will not be acknowledged. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.
- 7. Drawing:** After the Entry Period, Sponsor will select one (1) winner in a random drawing of all entries received.
- 8. Notification and Requirements of Potential Winner:** Potential winner will be contacted by email to the email account used to enter the Giveaway within the day of the drawing. Failure to respond to the initial verification notice within twenty-four (24) hours after notification or return of verification notice as undeliverable after three (3) attempts will result in disqualification; if a potential winner is disqualified, the Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received. Only three (3) alternate potential winners will be contacted. Except where prohibited, a potential winner

may be required to complete and return an affidavit of eligibility and liability/publicity release.

- 9. Prize:** The winner will receive one (1) iPhone X, 64 GB, Silver smartphone with an ARV of 5199 lei (\$1,122 at the current exchange rate via European Central Bank). **Winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above.** Any Prize details not specified above will be determined by Sponsor in its sole discretion. The Prize will be delivered to Winner at the address designated by Winner. The Prize may be subject to additional terms and conditions. The Prize (or any Item) may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute Prize (or one or more Item) with another prize of equal or greater value if the Prize (or one or more Item) is not available for any reason, as determined by Sponsor in its sole discretion.

- 10. General Conditions:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; (b) award the Prize at random from among the eligible entries received up to the time of the impairment, (c) terminate the Giveaway without awarding any prize. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The “authorized account holder” is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.

- 11. Release and Limitations of Liability:** By participating in the Giveaway, you agree to release and hold harmless Sponsor, Administrator, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Giveaway or receipt or use of any prize. You further agree that in any cause of action, the Released Parties’ liability will be limited to the

cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to punitive, consequential, direct, or indirect damages, including without limitation, arising out of access to and use of the Giveaway Website, and <https://www.surveymonkey.com/>.

- 12. Privacy and Publicity:** Please review the terms and conditions governing use of the application before entering the Giveaway. Any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's [Privacy Policy](#). By entering the Giveaway, entrants further acknowledge and agree that information submitted through the Giveaway Website may be collected and shared by Administrator according to the Administrator's [Privacy Policy](#).

Privacy Notice for EU residents: The General Data Protection Regulation (GDPR) provides a number of protections for use of your personal data. Any personal data collected from you shall be subject to the Sponsor's [Privacy Policy](#) and the GDPR. The Sponsor will only use your personal data for the purposes of administrating this Giveaway, unless you provide consent signifying your agreement to any other processing or use of your personal data. You can withdraw your consent at any time by opting out of the Giveaway from the Administrator form, found at <https://www.surveymonkey.com/r/techtheleadssurvey> .

- 13. Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Bucharest, Romania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Bucharest, Romania, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Bucharest, Romania.

- 14. Third Party Platforms:** By participating in this Giveaway, entrants hereby release and agree to hold harmless any third party platform that may be used and its affiliates from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Giveaway is not sponsored, endorsed or administered by, or associated with any other third party.

- 15. Results:** To request an entrants' list, send a self-addressed, stamped envelope to 29 Stefan Ciuica Street, apartment 1, Bucharest, Romania, 022708, Attn: Techthelead iPhone X Giveaway. Requests must be received within four (4) weeks of the end of the Entry Period.