

# REFERRAL PROGRAM - TERMS AND CONDITIONS

## SNI SP. Z O.O.

from 12.07.2023

### § 1. Definitions

1. For the purposes of the Referral Program, the following terms have been given the following meanings:

1) **Organizer** - SNI sp. z o.o. with its registered office in Warsaw (00-189) at street Inflancka 4C, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000574010, REGON: 362464704, NIP: 5252628775 (hereinafter also: SNI sp. z o.o.).

2) **Terms and Conditions** - the following document, available on the Organizer's website at [www.sniconsulting.net](http://www.sniconsulting.net) and at the Organizer's registered office.

3) **Referral Program** - a program organized by the Organizer pursuant to the Terms and Conditions, the purpose of which is to support the recruitment process conducted by the Organizer for its Clients, consisting in awarding the Reward in the event of correct and effective implementation by the Participant of the activities related to recommending Candidates specified in the Terms and Conditions.

4) **Participant** - a natural person with full legal capacity, participating in the Referral Program and having the features specified in the Terms and Conditions.

5) **Candidate** - a natural person with full legal capacity, recommended by the Participant as part of the Referral Program to participate in the recruitment process conducted by the Organizer for its Clients, having the characteristics set out in the Terms and Conditions.

6) **Reward** - a cash benefit in the amount specified in the Terms and Conditions, paid by the Organizer to the Participant in the event of proper and effective fulfillment of the requirements and performance of the activities specified in the Terms and Conditions.

7) **Recommendation** - information about the Candidate provided by the Referral Program Participant, the provision of which is necessary in order to participate, including such Candidate data as: name and surname, current email address and telephone number, CV document and any other information and data required by the Terms and Conditions or resulting from the description of the position for which the Candidate is recommended.

### § 2. General provisions

1. The Referral Program comes into force on the day of its announcement by posting on the Organizer's website. The Organizer may terminate the Referral Program at any time, which he announces on the website at: [www.sniconsulting.net](http://www.sniconsulting.net). In the event that, before the date of completion of the Referral Program by the Organizer, the Participant recommended the Candidate on the terms set out in the Terms and Conditions, the provisions of the Terms and Conditions in the version in force before the end of the Referral Program shall apply to the effects of such a recommendation, in particular to determine the fulfillment of the conditions for receiving the Reward by the Participant.

2. The Terms and Conditions specify the rules for recommending Candidates by the Participant of the Referral Program in order to support the recruitment process conducted by the Organizer for its Clients and the rules for awarding the Reward to the Program Participant for the successful recommendation of the Candidate, set out in further parts of the Terms and Conditions.
3. An employee of SNI sp. z o.o. employed on the basis of an employment contract due to the type of activity of the Organizer cannot be a Participant or Candidate in the Referral Program.
4. The Program Participant cannot be a Candidate at the same time, i.e. cannot apply for the recruitment process if he/she has sent a Recommendation and has been successfully qualified for the Program as a Participant, and cannot recommend himself/herself as a Candidate.
5. Participation in the Referral Program is voluntary. The condition for participation in the Referral Program is to read the Terms and Conditions, accept them and take the necessary actions specified therein.
6. The Participant and the Candidate may contact the Organizer using the following methods:
  - a) e-mail address: [jobs@sniconsulting.net](mailto:jobs@sniconsulting.net)
  - b) contact number: +48 22 3702726
  - c) correspondence address: ul. Inflancka 4C, 00-189 Warsaw

### **§ 3. The schedule of the Program and the rules for qualifying Candidates**

1. The Candidate is recommended by the Participant to the Organizer by sending a Recommendation. In order for a Recommendation to be considered valid and be processed, it shall meet all of the following conditions jointly:
  - 1) contains accurate and up-to-date contact details of the Candidate (contact number, e-mail address), CV and a short description of why the Participant decided to recommend the Candidate,
  - 2) is sent to the e-mail address: [jobs@sniconsulting.net](mailto:jobs@sniconsulting.net),
  - 3) The Candidate is clearly informed by the Participant about his application for the recruitment process, expresses his willingness to participate and consents to the processing of his data by SNI sp. z o.o. (Such consent is deemed to be confirmed by the Organizer in the manner specified in point 3),
  - 4) The participant has read the following statements and accepts them:
    - a) *"I declare that I have read, understand and accept in full the Terms and Conditions of the Referral Program and consent to the processing of my personal data for the purposes of participation in the Referral Program."*
    - b) *"I declare that I have obtained / obtained consent to providing personal data of the person I recommend as a Candidate for the Referral Program and for the processing of his personal data by the Organizer in the scope of data contained in the Recommendation in order for the Candidate I recommend to participate in the recruitment process."*
    - c) *"I declare that the data provided by me is true and up-to-date, and I act in good faith, not with the aim of obtaining financial benefits, while acting unfavorably towards the Organizer, Candidate or other institutions and entities associated with them."*
- 5) The Candidate has not been previously involved in any recruitment process independently or by another Participant or a third party, has not provided services and work for SNI sp. z o.o. or its Clients on the basis of an employment contract or other civil law contract concluded with SNI sp. z o.o., and was not recommended or known to the Organizer earlier.

2. After receiving the Candidate's Recommendation and its verification, the Organizer sends an e-mail to the Candidate's address provided by the Participant (or contacts the Candidate in another way chosen by the Organizer) in order to verify the Candidate's willingness to participate in the recruitment process and express consent to processing of personal data, as well as other data considered relevant by the Organizer. Candidates who do not confirm their willingness to participate in the recruitment process or do not agree to the processing of their personal data will not be considered for recruitment. Therefore, their personal data is not processed for recruitment purposes, and their personal data contained in the Recommendation sent will be permanently deleted by the Organizer, and the Recommendation sent will remain unanswered.

3. The Organizer reserves the right to freely evaluate Candidates in terms of ongoing recruitment, as well as the right to make contact and conduct further recruitment activities only for selected Candidates. The Organizer at any time and at any stage of the recruitment procedure is entitled to stop further recruitment activities towards the Candidate without informing the Participant. Such decision is final and not subject to appeal.

4. The recommendation is valid for a period of 6 months from the date of its acceptance by the Organizer. After the expiry of the indicated period, the Recommendation is excluded from the Referral Program and the Organizer acquires the right to contact the Candidate directly regarding the ongoing recruitment. As a result, employing the Candidate by the Organizer after the above period does not constitute the basis for the Program Participant to receive the Reward.

#### **§ 4. Reward**

1. The Participant is entitled to receive a one-time cash Reward if he/she meets all the conditions described in the previous parts of the Terms and Conditions, and if:

- 1) an employment contract or other civil law contract will be concluded for the SNI Client between the Candidate and SNI sp. z o.o. within 6 months from the date of acceptance of the Recommendation sent by the Participant in accordance with § 3 point 1 and
- 2) the Candidate will provide services under the above-mentioned contract to the SNI Client continuously for a period of 3 months.

2. The amount of the Reward is determined by the Organizer each time taking into account the Candidate's profile, his professional experience, the needs of the Organiser's clients, the complexity of the process of searching for people for a specific project and other generally accepted guidelines for recruitment processes, and is within the following ranges determined taking into account qualifications:

- 1) from EUR 200 to EUR 500 - Middle Specialist,
- 2) from EUR 500 to EUR 1000 - Senior/ Expert.

3. The amount of the Reward determined by the Organizer is final and is not subject to appeal.

4. If the conditions described in § 3 point 1 and 2 and § 4 point 1, the Participant will receive within 5 working days an e-mail confirmation of the registration of his/her order in the system along with information about the amount of the expected Reward in the event of positive fulfillment of the conditions for its receipt. This date is considered as the beginning of the Participant's participation in the Referral Program. If the Organizer decides that the Recommendation does not meet the conditions described in § 3 point 1 and 2 and § 4 point 1 or otherwise contradicts the principles described in the

Terms and Conditions, or the Organizer decides to resign from recruitment for a given position or with a given Candidate, the submitted Recommendation will be left unanswered.

5. In order to receive the Reward, the Participant must send a completed Form containing personal data needed to make a payment. The Organizer will make the payment by bank transfer to the Participant's bank account indicated in the Form within 30 days from the date of receipt of this data.

6. Questions related to the taxation of the received Reward are regulated independently by the Participant who received the Reward.

7. If more than one person recommends the same Candidate and such Candidate meets all the conditions for the Participant to receive the Reward, the Reward will be given to the first referrer based on the time of submitting the application.

### **§ 5. Privacy terms and conditions**

1. The administrator of the Participant's and Candidate's personal data is SNI sp. z o.o. with its registered office in Warsaw (registered office address: ul. Inflancka 4C, 00-189 Warsaw).

2. Please be advised that personal data will be processed on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/ 46 / EC (hereinafter GDPR) for the following purposes:

1) the Participant's personal data will be processed pursuant to art. 6 sec. 1 lit. a, art. 6 sec. 1 lit. c and art. 6 sec. 1 lit. F, i.e. in order to implement the Referral Program, pay the Prize, perform the accounting and bookkeeping obligations imposed on the Organizer and determine, investigate or defend against claims,  
2) the Candidate's personal data will be processed pursuant to art. 6 sec. 1 lit. a and art. 6 sec. 1 lit. f, i.e. in order to carry out the recruitment process and contact the Candidate.

3. The Participant and the Candidate have the following rights:

1) Right of access to personal data processed by the Organizer (Article 15 of the Regulation),  
2) The right to rectify the entrusted personal data, including their correction (Article 16 of the Regulation),  
3) The right to delete personal data from the Organizer's systems, the so-called "the right to be forgotten" - if, in the opinion of the Participant or Candidate, there are no grounds for the data provided to be processed (Article 17 of the Regulation),

4) The right to limit the processing of personal data only to their storage or performance of actions agreed with the Participant or Candidate, if the data held is incorrect or processed unjustifiably (Article 18 of the Regulation),

5) The right to transfer data - the Participant or Candidate is entitled to receive in a structured, commonly used machine-readable format (e.g. ".csv" format) personal data concerning them, which are held by SNI on the basis of their consent. This right will be available when we have data in electronic format - if we only have data in paper form, it is not possible to exercise this right. It is possible to transfer this data directly to another entity (Article 20 of the Regulation),

6) Right to object - the Participant or Candidate is entitled to object to the processing of data, if the basis for the use of data is the legitimate interest of SNI - art. 21 of the Regulation. In such a situation, after considering the application, we will no longer be able to process the personal data covered by the objection on this basis, unless we demonstrate the existence of legally justified grounds for data processing that are considered superior to your interests, rights and freedoms,

7) If, in the opinion of the Participant or Candidate, the processing of personal data violates the provisions of the Terms and Conditions, they have the right to lodge a complaint with the supervisory body, i.e. the President of the Office for Personal Data Protection.

4. The recipients of the data are:

1) Public authorities, to the extent that they do not receive data as part of specific proceedings under the law,

2) Entities that process personal data on behalf of SNI sp. z o.o. on the basis of the agreement concluded with SNI sp. z o.o. contracts for entrusting the processing of personal data (so-called processors) or authorized persons. These will be, among others: IT specialists, archiving companies, entities providing banking and payment services, hosting companies, employees and associates,

3) External data administrators (the so-called Parallel Administrator to whom the data is made available, e.g. legal advisers and attorneys, entities conducting courier or postal activities).

### **§ 6. Final provisions**

1. The Organizer is not responsible for irregularities and difficulties in the course of the Referral Program resulting from improper operation of communication means, in particular for the functioning of the Internet or local network, through which Participants will send Candidate Recommendations to the Organizer.

2. The Organizer has the right to change the Terms and Conditions. In this case, the Terms and Conditions will be delivered to the Participants by placing them on the Organizer's website indicated in § 1 section 1 point 2.

3. Polish law applies to the assessment of the rights and obligations of the parties under the Terms and Conditions.

4. The Organizer is not bound by any additional, optional codes of good practice or other documents of this type, which does not limit the fact that the Organizer is already obliged under the generally applicable provisions of law not to violate the principles of fair competition and not to use unfair market practices.

5. Settlement of any disputes arising between the Organizer and the Participant, is submitted to the court competent for the address of the Organizer indicated in § 1 point 1.1 of the Terms and Conditions.