

Terms and Conditions of the ITDS Candidate Referral Program

§ 1 Preliminary Provisions

1. The ITDS Candidate Referral Program (the "**Program**") is conducted on the basis of these Terms and Conditions (the "**T&C**").
2. The purpose of the Program is to enable its participants - the referral persons - to refer a candidate for one of the IT positions in currently open recruitments conducted by ITDS Poland sp. z o.o., Representação Permanente, with its registered office in Lisbon, Portugal (the "**Referral**") in exchange for a cash bonus paid after the referred candidate's periods indicated in § 3 (4) of the T&C have elapsed.
3. The Program is organized and carried out by ITDS Poland sp. z o.o., Representação Permanente, with its registered office at Largo do Cadaval, 17, Fração I, Santa Maria Maior, 1200-160 Lisboa, with the sole registration and taxpayer number 980722330 ("**ITDS**").
4. Further information about the Program, together with these T&Cs, is available at <https://itds.pl/recommendation/> (the "**Site**").
5. The Program shall last until the date of its cancellation, announced on the Site.
6. The Program constitutes a public promise under the terms and for the purposes of Article 459.º of the Civil Code.

§ 2 Program's Participants

1. Only adults with full legal capacity may participate in the Program.
2. The Program is open to employees of ITDS, service providers, as well as to persons not associated with ITDS.
3. In order to participate in the Program, you must:
 - a) inform the IT Candidate that ITDS will process his/her data for recruitment purposes, in accordance with ITDS's Privacy Policy available at <https://itds.pl/privacy-policy/> and [Política de Privacidade - ITDS Portugal](#)
 - b) fill out the form available on the Site (the "**Form**"), providing the required data of the referring person (the "**Referring Person**") and the referred person (the "**IT Candidate**");
 - c) indicate one of the IT positions available on <https://itds.pl/it-jobs/> (the "**Position**"; the Position must be IT related, i.e., the Position must relate to at least one of the technologies available at the Site), current as of the date of the Referral;
 - d) upload the IT Candidate's resume and compulsorily include the following statement made and signed by the IT Candidate:

"I have reviewed the information on the processing of my Candidate data in accordance with ITDS's Privacy Policy available at <https://itds.pl/privacy-policy/> and [Política de Privacidade - ITDS Portugal](#) and consent to the processing of my personal data by ITDS Poland sp. z o.o., Representação Permanente for the purpose of the recruitment process within the ITDS Candidate Referral Program."

The resume may also contain an optional consent to process the IT Candidate's data for future proceedings:

"I additionally agree to the processing of my personal data by ITDS Poland sp. z o.o., Representação Permanente for the purpose of future recruitment processes within the IT Candidate Referral Program". e) read the information on the processing of personal data included in these T&C.

f) The Referring Person shall only provide the personal data of a Referred IT Candidate where the Candidate has given prior consent to such disclosure. Before sharing any personal data with ITDS, the Referring Person must also inform the Candidate of the existence of this referral program.

4. Only a person who is eligible to participate in the Program in accordance with § 2(1) and (2) of the T&C and who has made an application to the Program in accordance with § 2(3) of the T&C is a Referring Person and is entitled to claim the cash bonus.
5. If the Referral is incorrect, e.g., due to the absence of the statement referred to in § 2(3)(c) of the T&C or the Position not being an IT position, ITDS will call the Referring Person to make a new Referral.

6. The Referring Person will be informed by ITDS by email about the submission of a correct Referral.
7. In the event that one IT Candidate is referred by more than one person, the Referring Person will be the person who made the correct Referral first.
8. The Referring Person may Refer any number of IT Candidates.
9. The participation in the Program is voluntary and free of charge.
10. In the event of violation of the T&C by the Referring Person, ITDS shall be entitled to exclude the Referring Person from participation in the Program.
11. Before participating in the Program, the Referring Person should familiarize himself/herself with the content of these T&C. Enrolment in the Program implies that the Referring Person has read the T&C and accepts their provisions.

§ 3 Cash bonus

1. The Referring Person shall be entitled to receive a cash bonus of EUR. 1,000 (one thousand Euros) (the "**Bonus**") in a situation where the Referred IT Candidate is employed or contracted by ITDS for 6 (six) full calendar months ("**Employment**" or "**Services Contract**") and the Referring Person satisfies the other requirements indicated in the T&C. Employment means the performance of work for ITDS under an employment contract and Services Contract means the rendering of services for ITDS under a services contract.
2. Subject to verification of all applicable eligibility and payment requirements, the amount of the cash bonus shall differ from that mentioned in the previous paragraph in the following cases:
 - a) If the Referred IT Candidate demonstrates to have at least 4 (four) years of experience with Java Developer, in which case the Bonus shall be of EUR. 2,000 (two thousand Euros);
 - b) If the Referred IT Candidate demonstrates to have at least 4 (four) years of experience with Java Developer and to be proficient in French language (at least, B1 level), in which case the Bonus shall be of EUR. 2,500 (two thousand and five hundred Euros).
3. The Bonus amounts are gross and subject to legal withholdings and taxes, as applicable.
4. The Bonus will be paid in two tranches:
 - a) first tranche after 4 (four) full calendar months of Employment or Services Contract;
 - b) second tranche after 2 (two) subsequent full calendar months of Employment or Services Contract.
5. In the event that the Employment or the Services Contract terminates before the 4th (fourth) calendar month, the Referring Person shall not be entitled to receive the Bonus, regardless of the reason for the termination of the Employment or the Services Contract.
6. In the event that the Referring Person terminates the Employment or the Services Contract in the 5th (fifth) or 6th (sixth) month of the Employment or Services Contract, the Referring Person shall lose the right to the Bonus to the remaining extent, retaining the right to the Bonus already paid, regardless of the reason for termination of the Employment or the Services Contract.
7. In the event that an IT Candidate has not been successfully employed or contracted by ITDS for the Position indicated by the Referring Person but is employed or contracted by ITDS for a different IT position within 3 (three) months of date of Referral, the Referring Person shall be entitled to receive a Bonus as if the IT Candidate had been employed or contracted for the initial Position.
8. For Referring Persons affiliated with ITDS, the payment of the Bonus shall be made in connection with the underlying Employment or Services Contract, properly documented in the payslip or in the form of a VAT invoice or bill in accordance with the mechanism presented to the Referring Person by ITDS.
9. For Referring Persons not affiliated with ITDS, the Bonus shall be paid on the basis of a cooperation or mandate agreement prepared by ITDS or on the basis of an invoice issued by the Referring Person after the dates indicated in paragraph 3 above with a payment term of not less than 14 days.
10. ITDS shall each time inform the Referring Person of the required documents necessary to receive the Bonus and the deadlines for their submission, depending on the capacity of the Referring Person.
11. If the Referring Person fails to comply with the aforementioned obligations within the deadlines indicated by ITDS, including in particular due to:
 - a) inability to contact the Referring Person;
 - b) sending an incorrect VAT invoice despite a prior request from ITDS to send a correct one and the expiration of an additional period without success;
 - c) avoiding the conclusion of the necessary agreement;

ITDS may terminate the Referring Person's right to receive the Bonus.

12. The Referring Person cannot transfer the claim to the Bonus to another person.

§ 4 Personal Data

1. The data controller of the Referring Persons' personal data is ITDS (the "**Controller**").
2. The personal data will be processed for the following purposes:
 - a) organize and execute the Program, including receiving the Referrals and verifying the entitlement to receive the Bonus in accordance with the T&C;
 - b) payment of the Bonus;
 - c) perform legal obligations, in particular those resulting from Tax Law;
 - d) assess complaints, remarks and reservations of the Referring Persons.
3. The legal basis of the processing is:
 - a) Performance of a contract, in what concerns the processing of data for execution of the Program, receiving Referrals, verifying the entitlement to receive the Bonus in accordance with the T&C, payment of the Bonus and assessing complaints, remarks and reservations of the Referring Persons;
 - b) Legitimate interests of developing and growing a successful business activity pursued by the Controller, in what concerns the processing of data for organizing, executing and running the Program, the payment of the Bonus and assessing and handling complaints, remarks and reservations that are entered by the Referring Persons;
 - c) Performance of legal obligations, in particular those resulting from tax law.
4. When necessary to fulfil the purposes for which ITDS processes data, ITDS may transfer data to:
 - a) entities entitled to receive them under the law; entities that process personal data on behalf of ITDS, i.e., companies that provide certain services, the performance of which involves the processing of personal data. e.g. entities operating ITDS' IT systems or providing ITDS with ICT tools, entities providing consulting services, etc. (so-called "processors");
 - b) entities in the capital group of which ITDS is a part.
5. If necessary for the purposes referred to above, data may be transferred outside the European Economic Area. In any case of transfer of your data outside the EEA, we will ensure the highest level of security. The Referring Persons may, at any time, obtain additional information on any such transfers, the existence or absence of an adequacy decision by the Commission, the appropriate or suitable safeguards (in the absence of an adequacy decision) and obtain a copy of them, by email request sent to privacy@itds.pl.
6. Referring Persons' personal data will be kept for the period of the Referral Program. After that period, to the extent necessary, we will retain your data for the period resulting from legal requirements (e.g. the obligation to keep financial records for 5 years), statutes of limitation on claims or as necessary to fulfill the other purposes of data processing indicated in the [Privacy Policy](#).
7. Provision of personal data is voluntary, but is a prerequisite for participation in the Program.
8. The Referring Person, may exercise the following rights regarding the processing of their personal data by ITDS:
 - a) the right to request access to his/her personal data and to obtain information about its processing, and if it is incorrect, he/she has the right to request its rectification (pursuant to Articles 15 and 16 of the GDPR),
 - b) the right to request the restriction of data processing in the situations and on the terms indicated in Article 18 of the GDPR;
 - c) the right to request erasure of data in accordance with Article 17 of the GDPR;
 - d) the right to object at any time to the processing of personal data in accordance with Article 21(1) of the GDPR.
 - e) *THE RIGHT TO RECEIVE THE PERSONAL DATA YOU HAVE PROVIDED TO US AND THE RIGHT TO REQUEST THAT WE TRANSMIT THIS DATA DIRECTLY TO ANOTHER CONTROLLER IN ACCORDANCE WITH ARTICLE 20 OF THE GDPR.*
9. In any case in which the Referring Person considers that the processing of personal data by ITDS violates the provisions of the GDPR, the Referring Person also has the right to file a complaint with the supervisory authority, being, in the case of Portugal the *Comissão Nacional de Proteção de Dados* (CNPd).
10. In order to exercise the above rights, ITDS may be contacted by correspondence or by email at: info@ITDS.pl or privacy@itds.pl

11. For more information regarding data processing, please refer to the [Privacy Policy](#).

§ 5 Final Provisions

1. ITDS reserves the right to change the T&C at its discretion and without stating reasons. The change of the T&C will take place after prior notification of the planned change by posting an announcement on the Site along with the content of the new T&C. Failure to submit an objection by the Referring Person within 7 days from the placement of the relevant information about the change of the T&C on Page means that the Referring Person accepts the new content of the T&C. ITDS also reserves the right to suspend or cancel the Program at its discretion without any associated compensation deriving thereof. The suspension or cancellation of the Program shall be announced in ITDS Site and does not preclude acquired rights under the Program.

2. Any comments and complaints about the Program may be submitted by the Referring Person by letter or email to info@ITDS.pl. ITDS will respond to all substantive comments and complaints within 30 days of receipt.

3. The provisions of this T&C shall be governed by Portuguese law.