

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 the referred candidate's employment periods indicated in 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, (the "**ITDS**").
4. 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. (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 persons not associated with ITDS.
3. In order to participate in the Program, you must:
 - a) 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**");
 - b) 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;
 - c) upload the IT Candidate's resume and compulsorily include the following statement:

"I 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 data for future proceedings:

"I 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".
 - d) inform the IT Candidate that ITDS will process his/her data for recruitment purposes, in accordance with the ITDS's Privacy Policy available at <https://itds.pl/privacy-policy/>
 - e) read the information on the processing of personal data included in these T&C.

4. Only a person who is eligible to participate in the Program in accordance with § 2(1) 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. 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 him/her from participation in the Program.
11. Before participating in the Program, the Referring Person should familiarize himself/herself with the content of this 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 to EUR. [...] net in the case of Referring Persons running a business. Otherwise, the Bonus is EUR. [...] *super gross*, i.e. including the costs of the employer or principal.
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 Referrer 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 has 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 the 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 status 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 Referring Persons' personal data is ITDS (the "**Controller**").
2. The personal data will be processed in the following purposes:
 - a) organise and execute the Program, including receiving of the Referrals and verify 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) Controller's legitimate interest, which constitutes of organising and executing of the Program, payment of the Bonus and assessment of the complaints and related Referring Persons' claims
 - b) legitimate interests pursued by the Controller, including running the Program, the payment of the Bonus and handling complaints that are entered by the Referring Persons;
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;
 - b) 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 our IT systems or providing us with ICT tools, entities providing consulting services to us, etc. (so-called "processors");

- c) 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.
6. Referring Persons' personal data will be kept for the period necessary for the purposes of processing.
7. Provision of personal data is voluntary, but is a prerequisite for participation in the Program.
8. The data subject may exercise the following rights:
 - 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.
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 President of the Office for Personal Data Protection.
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, as long as this will not worsen the conditions of participation in the Program. 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.