

GENERAL RULES AND REGULATIONS

FOR THE “Code Against Time” CONTEST

Starts on 30th of October - Ends on 3rd of December

1. CONTEST ORGANIZER AND RULES AND REGULATIONS:

- 1.1. The organizer of the contest is **SkillValue Solutions S.R.L.**, with registered office in Bucharest Municipality, district 1, 13-17 Sevastopol Street, room 309, represented by CEO Eric Gouin and hereinafter referred to as the “**Organizer**”.
- 1.2. The contestants are required to comply with the terms and conditions of the **Contest** Rules and Regulations, according to the below provisions (hereinafter referred to as the “Rules and Regulations”).
- 1.3. The Rules and Regulations have been drawn up by the **Organizer** and shall be notified to the contestants via the **Organizer’s** site <https://skillvalue.com> (hereinafter referred to as the “Site”), where they shall remain available to the Contestants throughout the **Contest** period, in the site area dedicated to the **Contest**.
- 1.4. The Organizer reserves the right to modify or change these Rules and Regulations at any time without prior notice. These modifications shall become applicable only after their prior publication on <https://skillvalue.com>.
- 1.5. The **Organizer** reserves the right to modify or cancel this **Contest** at any given time.
- 1.6. By registering for this **Contest**, you hereby agree to receive newsletters from **SkillValue Solutions**.

2. OBJECT

2.1. The **Organizer** hosts this contest (hereinafter referred to as the “**Contest**”) where the contestants need to login and solve one of the following challenge:

1 AlgoPlay coding exercise – 30 minutes

2.2. The **Contest** is open worldwide and its objective consists in challenging and motivating the software engineers to:

- self-assess themselves
- take a series of tests specific to their field
- discover the latest tech issues launched by different companies.

2.3. The **Contest** will be held exclusively in English, and includes the test stipulated above.

2.4. If the participant doesn’t have an account on [SkillValue.com](https://skillvalue.com), the participant will need to create one in order to sign up for this contest.

The **Contest** will be held according to the following **TERMS AND CONDITIONS**:

3. PARTICIPATION RIGHT

3.1. The **Contest** is open to any natural person, no matter what qualification they have, as long as they have the legal age that allows them to participate in such competitions according to their national legislation.

4. CONTEST PHASES AND SCHEDULE

4.1. The **Contest** consists of a single main phase which will take place between October 30th, 2018 (starting at 12:00 p.m.GMT+2) and December 3th, 2018 (at 12:00 p.m. GMT+2). The tests completed after 12:00 p.m. on December 3th 2018 shall not be taken into consideration.

4.2. In the scenario in which two or more Contestants have identical results (maximum score and time for completing the test), they will enter a tiebreaker stage. The results of the tiebreaker stage will be made public on the site and announced directly to the candidates in the same situation via email.

4.3. The **Contest** will be held online on the <https://skillvalue.com> site in the “Competitions” area dedicated to the **Contest**.

5. GENERAL CONDITIONS OF PARTICIPATION

5.1. The Contestants who meet the conditions set out in point 3. PARTICIPATION RIGHT and wish to participate in the Contest shall register to the Contest by creating an account on <https://skillvalue.com> site. All form fields are mandatory and necessary for accessing the competition.

5.2. The participants who have already created an account on <https://skillvalue.com/> can register to the competition from their own account.

5.3. To enter the competition, all contestants must check the “Terms and Conditions” box, thus agreeing to have read and understood the Contest rules and regulations. The “Terms and Conditions” box will be displayed when the contestant presses the command button of the first taken test.

6. THE TESTS

6.1. The tests underlying the **Contest** are specially created for this purpose and are the property of the **Organizer**, SkillValue Solutions SRL.

6.2. All tests proposed in the **Contest** are in English.

6.3. The access to the tests is secure. The Contestant has a time limit for each test. The test can be taken multiple times, but only the first result (in chronological order) will be taken into consideration for awarding purposes and for the general top.

6.4. The content, the difficulty level and the time limit allocated to each test have been validated by software experts.

7. THE ASSESSMENT

7.1 In this competition, the participants can obtain the maximum score only if the written code passes all the functional tests specified for each exercise.

7.2. The assessment of the tests is done automatically for the AlgoPlay exercises.

7.3. The **NOMINAL RANKING – Top 5 participants** will be periodically displayed on the site.

7.4. In order to view the results throughout the **Contest** period, as well as to collect the prize, the contestant must register for the contest with their real data, according to the information listed on their

identity card and with a valid email address.

8. TIEBREAKING STAGE

8.1. The tiebreaking test will establish the final ranking and is exclusively dedicated to the contestants who obtained the same maximum score. If the contestants also obtain an identical score in the tiebreaking test, the following tiebreaking criterion will consist in the time spent for taking the test.

9. PRIZES

9.1. The “Code Against Time” contest is an opportunity for contestants to be ranked in the TOP 100 best software professionals.

9.2. The contestant declared winner following the tiebreaking test will claim the following prize:

Amazfit A1612R Pace GPS Running Smartwatch

The “Code Against Time” **contest** is open to developers who are able to code in any of the following programming languages: Java, C, C++, C#, PHP, Ruby, Python and JavaScript.

9.3. The winner is required to provide their full name and full delivery address in order to receive their prizes

9.4. The winner must present a valid Identity Card in order to receive the prize.

9.5 The Organizer will pay the normal delivery costs of the prize to the winner’s location. However, the winner takes responsibility and needs to pay any custom/duty/import fees applicable with regard to the prize at their country’s border, according to each country’s specific international trading laws. The Organizer will not take responsibility, thus will not pay, such custom fees.

9.6. A winner is going to be contacted via email 3 times within the next two weeks after the competition ends and the winners are announced with regards to their validation as a winner. If the winner does not answer any of the 3 emails in this 2-week period, they will be disqualified and the prize will go to the next Participant, according to the general top and to the tiebreak stage described at section 8.

9.7. ATTENTION! The following contestants cannot receive prizes:

- Those who did not use the same first name and last name combination and email address for registration throughout the **Contest** period. An identity card is necessary for identification and for receiving the prizes;
- Pentalog employees;
- The participants who have been caught cheating the system (legitimate use of email addresses, passwords, or other personal information in order to win);
- Those who participated in the **Contest** under different identities.
- Any Participant who has previously participated in any other competition hosted by the Organizer and has been listed as a winner in the last six months.
- Any Participant who was disqualified by the Organizer. If the Organizer considers that a Participant has cheated in any way, the Organizer holds the right to disqualify that Participant

without having the obligation to offer detailed explanations.

10. PERSONAL DATA

10.1. The processing of your personal data falls under the responsibility of the Contest **Organizer** – SkillValue Solutions SRL, Romanian joint-stock company with a capital of 6.184.119,00 RON, with head office in Romania, Bucharest, 13-17 Sevastopol street, apart. 309, registered with the Bucharest Trade Register Office under no. J 40/15348/2008, Tax Number RO24444230.

10.2. By registering to the “Code against Time” contest you agree to the processing of your personal data by the **Organizer**.

10.3. Your legal rights are as follow:

- **The right to be informed** – you have been informed, reading these provisions, about the identity of the Organizer’s Company, the purpose of processing the data you provide, the third parties receiving your data with your prior consent, if providing personal data is mandatory or not, the existence of legal rights for personal data protection, as well as the conditions on the exercise of these rights.
- **The right of access the data** – you are entitled, upon a written request, dated and signed, to obtain from SkillValue Solutions SRL the confirmation that your personal data is used for processing purposes or not. This request will be solved for free within the limit of one request per year.
- **The right of intervention upon the data** – you are entitled to obtain from SkillValue Solutions SRL, upon a written request, dated and signed, the following: (i1) a rectification, updating, blocking or deletion of incomplete, inaccurate data or illegal processing; (i2) to transform personal data into anonymous data; to notify third parties about the operations mentioned in (i1) and (i2).
- **The right to object** – you are entitled to object at any moment, upon a written request, dated and signed, to the processing of your personal data, based on well justified and legal reasons related to your situation;
- **The right not to be subject to an individual decision** – the right to request and receive:
 - The withdrawal or annulment of a decision producing legal effects upon you, that is adopted solely for the processing of personal data, conducted by automated means, meant to evaluate certain aspects of your personality such as professional skills, credibility, behaviour or any other such aspects;
 - The re-evaluation of any decision taken concerning you, which significantly affects you, if the decision was adopted solely based on the processing of data that meets the conditions established as per letter a).
- **The right to address the Courts of law** – you are entitled to address any Court of law to defend your lawfully rights regarding personal data protection.

If some of your data is incorrect, please notify us as soon as possible.

10.4. Your personal data will be kept by the **Organizer** for a period of two (2) years. Once this period expires, your personal data will be used exclusively for statistical purposes.

10.5. The **Organizer** may communicate your personal data to third parties in the following cases:

- With your express consent by checking the corresponding box;
- If the communication of information is necessary to provide the products and services you requested.

10.6. The **Organizer** is entitled to communicate personal data to public authorities and institutions in compliance with the legal or good faith provisions if:

- (a) it is set out in a legal provision;
- (b) it protects the rights of the SkillValue Solutions company or its affiliates, without prejudice to your interests;
- (c) it prevents crime or protects national security;
- (d) it protects the individual or collective safety;

10.7. In case the **Organizer** merges or is totally or partially purchased by another company, the database is transferred to the new operator.

10.8. In case the **Organizer** becomes insolvent, voluntarily or involuntarily, through the liquidator, administrator or the buyer, the database can be sold, authorized, traded only with the approval of the Court.

10.9. In case the above mentioned situations arise, you will be notified via email or an announcement posted on the site.

11. ACCOUNT, PASSWORD AND DATA SECURITY

11.1. You will be held liable for keeping your data and password confidential. You will be held liable for using your registration account, regardless of whether it has been done with or without your consent.

11.2. You agree to notify **SkillValue Solutions** about any unauthorized use of your password and registration account. The company shall not be held liable for any moral or material damage you caused by non-complying with this provision.

12. USE OF MATERIALS

12.1. **SkillValue Solutions** authorizes you to view the materials on the <https://skillvalue.com> website only for personal purposes and non-commercial use.

12.2. The content of all **SkillValue Solutions** -branded sites, the texts, graphics, photos, software, as well as other materials are protected by copyright law. The entire material is the property of **SkillValue Solutions**.

12.3. The compiling (i.e. the gathering and reordering) of this website content is the exclusive right of **SkillValue Solutions**, protected by the regulations in force.

12.4. Unauthorized use of the material is a violation of the copyright law or of other laws. You do not have the permission to sell or modify the material, expose it in public, distribute or use it in any other way, either for public or commercial purposes.

12.5. The access to the servers belonging to or rented by SC **SkillValue Solutions** SRL is forbidden to any unauthorized user. Unauthorized attempt/access to these servers is a crime sanctioned according to the Romanian regulation in force.

13. CONTEST CLOSING DATE

This contest may be closed before the date mentioned in point 4 only in the case of an event deemed as force majeure, unforeseeable event, according to the regulation in force, including the case consisting in the **Organizer's** impossibility, for which he cannot be held responsible, to continue this **Contest**.

14. LITIGATIONS

14.1. The litigations occurred between the **Organizer** and the **Contestants** shall be settled amicably. In case this is not possible, the litigations shall be settled by the competent Romanian Courts.

14.2. The **Contestants** accept the provisions of these Rules and Regulations.

15. CONTACT DETAILS OF THE ORGANIZER

SkillValue Solutions SRL

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Email:

contact@skillvalue.com