

BASECAMP DATA PROCESSING POLICY and PARTICIPATION CONDITIONS

Definitions:

Candidate: a person who made a valid application to the Basecamp and accepted the Terms and Conditions of Application.

Participant: a person who has been selected from among the Candidates by GRAPHISOFT to participate at the Basecamp and accepted the Terms and Conditions of Participation.

You acknowledge and agree that if you apply to the Basecamp, and GRAPHISOFT selects you to be one of the Participant, the parts of this document relating to the Participant will be valid for you also.

A.: DATA PROCESSING POLICY

This Basecamp Data Privacy Policy (the "**Policy**") applies to the data processings taking place in relation to the personal data of Candidates and Participants at the Basecamp ("**Camp**") organized by **GRAPHISOFT SE** (registered address: 1031 Budapest (GRAPHISOFT park), Záhony u. 7., Hungary; hereinafter: **GRAPHISOFT or Data Controller**).

Please read this document carefully. By applying to the participation at the Camp, You as the Candidate of the Camp accept the terms of this Policy and approve the processing of your personal data described herein.

The data processing described in this Policy is in compliance with the applicable rules of law, in particular with the European General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) ("**GDPR**").

1) Legal base of the data processing: consent of the Candidate according to point a) of Article 6(1) of GDPR.

2) The personal data controlled, processed by GRAPHISOFT:

First name

Last name

Age

Home country

University name

Data contained in Your Curriculum vitae (CV)

Content contained in Your Motivational video, in particular video recording of the Candidate's face, body and voice

Photo and video recording of the Participant's face, body and voice

- hereinafter referred to together as "**the Data**" -

GRAPHISOFT hereby informs the Participants and Candidates that the Data collected by GRAPHISOFT during the application of the Candidates to the Camp and

during the participation of the Participant at the Camp qualify as personal data. Regarding these information GRAPHISOFT is the data controller.

3) Purpose and duration of the Data Processing:

Selection of Candidates and administering the application and registration at the Camp.

In case of Data of Candidates who will not be selected by GRAPHISOFT to participate at the Camp all Data processed by GRAPHISOFT will be deleted within 30 days from GRAPHISOFT's decision on the non-selection. In case of Participants the Data and the Recordings shall be processed for the necessary period of time but for a maximum time period of 4 (four) years after the Camp.

4) Withdrawal of Consent

GRAPHISOFT hereby informs Participants and Candidates that regarding **the processing based on consent** the consent **can be withdrawn at any time** based on Article 7. (3) of the GDPR. The withdrawal of the consent does not affect the processing of the data based on consent prior to the withdrawal.

The consent may be withdrawn with the unilateral written (e-mail) statement of the Participant or Candidate by listing the Data regarding which he or she withdraws the consent.

5) Processors, and the involvement of external service providers

GRAPHISOFT hereby informs Participants and Candidates that GRAPHISOFT may involve a data processor. In case of the involvement of a data processor GRAPHISOFT makes a third party (i.e. the data processor) carry out in parts or in whole the processing on behalf of GRAPHISOFT. GRAPHISOFT shall inform the Participants and Candidates on the data processors to be involved in this Policy.

6) Data transfer

Beyond the scope of point 5 above the Data may be transferred to third persons exclusively in an anonymized manner which means that the Participants or the Candidates can not be identified from the transferred Data.

7) Rights of the Participant concerning the data processing:

7.1. The possibility of getting information

GRAPHISOFT hereby informs Participants and Candidates that the addresses of the contact person of GRAPHISOFT are the followings:

e-mail address: smiko@graphisoft.com

Phone number: +36 70 313 8090

Post address: 1031 Budapest (GRAPHISOFT park), Záhony u. 7., Hungary

In case any Participant/Candidate requests more information regarding the data processing, the Participant/Candidate can indicate the request at one of the addresses above, by listing specific questions. GRAPHISOFT guarantees that in case

of a request of information, Participant/Candidate receives a confirmation within 15 days, and meaningful information within 25 days.

7.2. Possibility of the correction of personal data

Participant/Candidate can request GRAPHISOFT to correct the wrongly indicated personal data of the Participant/Candidate. In case the data to be corrected is subject to regular data transmission, GRAPHISOFT notifies the recipient of the data transmission, if necessary, and draws the attention of Participant/Candidate to initiate the correction at other controllers.

7.3. Right to object

Participant/Candidate may object to the processing of his or her personal data in compliance with the prevailing legal regulations, in particular by the GDPR.

7.4. Right to the restriction of the processing

Participant/Candidate may request the restriction of the processing of his or her personal data, in case Participant/Candidate disputes the correctness of the personal data processed. In this case the restriction is applied for the period of time that enables GRAPHISOFT to verify the correctness of the personal data. GRAPHISOFT marks the processed piece of personal data if Participant/Candidate disputes the correctness or accuracy, but the incorrectness or inaccuracy cannot be definitely established.

Participant/Candidate may also request the restriction of the processing of his or her personal data if the processing is unlawful, but Participant/Candidate does not want the personal data to be deleted, instead requests the restriction of the processing.

Furthermore, Participant/Candidate may also request the restriction of the processing of his or her personal data in case the purpose of the processing was accomplished, but Participant/Candidate requests the processing of the data by a controller in order to submit, vindicate or protect Participant's/Candidate's legal claims.

7.5. The right to release or forward the data

Participant/Candidate may request GRAPHISOFT to hand over or forward to another controller the personal data provided by the Participant/Candidate and processed by GRAPHISOFT. The release and forwarding of the personal data shall be made in a widely used format that can be read by computers.

7.6. Notifications, legal remedies

Participant/Candidate may submit the request for information, for correction or deletion, or any other above-mentioned statement in writing, in a letter addressed to the seat, of GRAPHISOFT or in e-mail sent to the address of the contact person indicated above.

In case GRAPHISOFT does not fulfil the request for correction, sealing or deletion of Participant/Candidate, GRAPHISOFT communicates the reasons of the rejection of the requests in writing, within 25 days from the confirmed receipt date. In case of the rejection of the request for correction, sealing or deletion GRAPHISOFT informs Participant/Candidate of the possible legal remedies in front of the court, and the possibility of lodging an appeal to the Hungarian National Authority for Data Protection and Freedom of Information.

Participant/Candidate may lodge an appeal directly to the Hungarian National Authority for Data Protection and Freedom of Information (address: Szilágyi Erzsébet fasor 22/c.; phone number: +36-1-391-1400; e-mail: ugyfelszolgalat@naih.hu; website: www.naih.hu) as well. The Participant/Candidate is entitled to go to court in case of the infringement of his or her rights. The regional court has jurisdiction to decide the case. The case may be submitted to the court of the permanent of habitual residence of the Participant/Candidate, based on the decision of the Participant/Candidate. On the request of the Participant/Candidate, the GRAPHISOFT gives detailed information on the possibilities and means of legal remedies.

8. Miscellaneous Provisions

- 8.1. GRAPHISOFT does not verify the personal data provided to GRAPHISOFT. Only the person providing the data is liable for the correctness of the data.
- 8.2. GRAPHISOFT in certain cases set forth by law – in particular on official judicial or police request, legal process based on infringement or the suspected infringement of copyrights, property or other rights; the infringement of GRAPHISOFT's interests; the endangerment of the provision of services; mandatory delivery of data based on the law (e.g. auditor), etc. – makes the personal data of the Participant/Candidate available to third persons.
- 8.3. Taking into account the state of the art, GRAPHISOFT implements appropriate technical and organisational measures necessary to ensure a level of security appropriate to the risk likely to occur in relation to the data processing regulated herein.

B: TERMS AND CONDITIONS

By applying to the Camp you agree to be bound by these Terms and Conditions. This is an irrevocable condition of entry.

1. Terms and conditions of Application

Candidates must send entries as required by GRAPHISOFT in order to be eligible to submit application to the Camp. Entries received by GRAPHISOFT after the published deadline are ineligible. GRAPHISOFT will not be responsible for and will not take into consideration any late, incomplete or incorrect entries.

All Candidates will be notified by email using the contact information provided to GRAPHISOFT when they initially entered the contest. If the Candidate does not respond to the notification until June 7, 2019 at 12pm (EST) at latest then other Candidates will be chosen. Failure to respond until the deadline set forth above shall mean that the provisional winners forfeit their prize.

Only one entry per person will be allowed.

All Candidates must be at least 18 years of age.

. By submitting any materials to GRAPHISOFT as part or related to Your application to the Camp ("**Materials**"), you represent and warrant that the Materials do not infringe any copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party and that you have the full and unrestricted right to transfer the Materials to GRAPHISOFT free and clear of any claims or encumbrances.

. GRAPHISOFT may use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, and otherwise make use of Materials in any and all media, whether now known or hereinafter created—throughout the world and for any purpose—without

compensation to you of any kind. GRAPHISOFT agrees to return all submitted material back to the entrants.

. You acknowledge and agree that Materials submitted by you may be made available by GRAPHISOFT for viewing, reviewing, and commenting by the public. By submitting Materials to GRAPHISOFT, you waive any privacy expectations that you may have with respect to the Materials.

. GRAPHISOFT reserves the right to use the Candidate's name (without compensation to the Candidate) if the Candidate is a winner to publicize the application and otherwise, as determined by GRAPHISOFT, unless prohibited by law.

. Participants will be chosen by GRAPHISOFT from among the Candidates on the merits of each entry, in GRAPHISOFT's sole and absolute discretion. Decisions by GRAPHISOFT are final and GRAPHISOFT shall not bear any liabilities in relation to its decisions on selection or non-selection.

2. Terms and conditions of Participation

The Participant will work on projects organized by the GRAPHISOFT during the Camp. In connection with this, he/she takes part in lectures organised by GRAPHISOFT and afterwards he/she can the knowledge acquired into practice at the workshops by developing own projects or working on joint projects with others. During these activities the Participant works under the supervision of an assigned mentor appointed by GRAPHISOFT and uses the infrastructure provided by GRAPHISOFT.

During the term of the Camp, either during or after the events organised by GRAPHISOFT the Participant cannot behave in a way that would harm or endanger the GRAPHISOFT's reputation, legitimate economic or organizational interests.

Participants may not request substitutions of prize winnings. Participants are solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred.

Neither GRAPHISOFT nor its officers, directors, employees, agents, successors, or assigns shall be liable for any warranty, costs, damage, injury, or any other claims incurred as a result of the usage of a prize by any winner, including each and every aspect of the taking of a trip or tour as part of a prize. GRAPHISOFT is not liable for any loss arising out of or in connection with any application promoted by GRAPHISOFT.

GRAPHISOFT reserves the right to require the winners to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize.

3. Rights to Intellectual Property

3.1. All works, materials, ideas created by Participant in the course of or in relation to the Camp (such as for example but not limited to the project submitted by Participant, Participant's motivational video, ARCHICAD plans created by Participants, etc.) are and will remain the intellectual property of the Participant ("Participant IP"). In consideration to the training, accommodation and other services provided by GRAPHISOFT to the Participation at the Camp free of charge, by registering to the Camp the Participant grants to GRAPHISOFT an exclusive, royalty free, sublicensable license, right unlimited in time, territory and usage mode without any restrictions to the use, adaptation, modification of the Participant IP by GRAPHISOFT without any time limitation. The license right granted herein includes the inclusion of the Participant IP into GRAPHISOFT's products, services and into marketing materials furthermore the

publishing of the Participant IP in press releases and in social media platforms.

3.2. By registering to the Camp the Participant expressly accept that GRAPHISOFT and its licensors shall retain all right, title and interest in the GRAPHISOFT product(s), services, knowledge either disclosed to the Participant during or in relation to the Camp or otherwise throughout the world, including without limitation, patent, copyright, trademark and trade secret rights related thereto ("GRAPHISOFT IP"). Except as expressly set forth by GRAPHISOFT, neither this document, nor any license shall be construed as granting to Participant any license or other right in or to any patent, copyright, trademark, trade secret or other proprietary right of GRAPHISOFT or its licensors. Participant shall take all reasonable measures to protect GRAPHISOFT's proprietary rights in the GRAPHISOFT IP and shall not copy, use or distribute the GRAPHISOFT IP or any part of it, or any derivative thereof, in any manner or for any purpose, except as expressly authorized in this document. Participant shall not disassemble, decompile, or reverse-engineer the GRAPHISOFT IP, including any source codes, or otherwise attempt to discover any GRAPHISOFT trade secret or other proprietary information.

4. Confidentiality

1. The Participant shall treat and keep confidential any business secrets learnt at or in connection with the Camp or beyond that any information or data related to GRAPHISOFT or GRAPHISOFT's affiliated companies or the activities of these ("**Confidential Information**").
2. GRAPHISOFT's Confidential Information includes without limitation all information related to, GRAPHISOFT's know-how and all information relating to GRAPHISOFT's business, products, services, finances, plans, opportunities, designs, research, development, know-how, personnel, distributors, suppliers, and customers, confidential information disclosed to GRAPHISOFT or its affiliates by third parties, in all cases whether acquired or developed by subcontractors or disclosed by GRAPHISOFT employees.
3. The Participant must not use or disclose the Confidential Information neither directly nor indirectly, neither solely nor through any other person, company, association, firm, enterprise or any other legal person in any way, furthermore shall not enable any form of usage or disclosing of these information and is obliged to do everything he/she is capable of to prevent the leakage of the Confidential Information, and in case he/she perceives the possibility of violation of this confidentiality or the danger of leakage of the Confidential Information, he/she is obliged to forthwith inform GRAPHISOFT.
4. The Participant is obliged to treat the Confidential Information determined above confidential after the termination of the Camp, thus the obligations stated in this Article may bound the Participant without time limit.

5. Exclusion of Liability

GRAPHISOFT does not assume any liability and responsibility for and in relation to the services provided by GRAPHISOFT during the Camp in particular GRAPHISOFT excludes any and all liabilities in relation to the professional advice and guidelines provided by GRAPHISOFT's employees to the Participant. GRAPHISOFT does not guarantee to the Participant that he/she will reach the goals set as the goals of the Camp. Nor GRAPHISOFT is responsible for the use of the knowledge gained at the Camp or the applicability of this knowledge.

GRAPHISOFT excludes any and all liabilities related to the taxation, social security and other public charges related to the monetary and in-kind contributions provided by GRAPHISOFT to the Participants in relation to the Camp.

C: Modifications to the present document

GRAPHISOFT reserves the right to unilaterally modify the present document or any part thereof. Participants will be informed of any such modifications via e-mail sent to their registered e-mail addresses.

Budapest 2019.04.12.

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