



ACCEPTANCE OF TERMS AND CONDITIONS

1. The EPAM Vietnam External Referral Program (the “Program”) is organized by EPAM Vietnam (the “Organizer”).
2. The prizes of this Program are also over and above the usual USD500 cash bonus of ongoing external referral program and a chance to win the prize in the lucky draw.
3. By referring your friends to EPAM Vietnam, you confirm that you have read, understood and agree to be bound by these terms and conditions, including any amendments thereto (the “T&Cs”).
4. This T&C will regulate the terms and conditions related to the prize in the lucky draw, the rules related to the cash bonus, please refer **Here**.
5. The Organizer reserves the right to amend the T&Cs from time to time, and modify, the Program at its sole discretion at any time. Notice of any such amendments, cancellations or suspensions will be posted on the Organizer's communication channels (Facebook, Email).
6. The Organizer reserve the right to cancel or suspend the Program before the Program Period as set forth in Article 8 of this T&Cs. Notice of any such cancellations or suspensions will be posted on the Organizer's communication channels (Facebook, Email).

ELIGIBILITY

7. The Program is open to people who are:
 - (a) residing in Vietnam
 - (b) above 18 years of age; and
 - (c) who are not employees of the Organizer.

SUBMISSION OF PROGRAM ENTRIES

8. The Program is open for submission of entries from 17th November 2022 to 28th February 2023, 23:59 hours, UTC+7 (“Program Period”).
9. To submit a valid entry for the Program, you must:
 - a. Refer people in your professional network to EPAM Vietnam by submitting the form at <https://www.epam.com/careers/external-referral-program/vietnam>;
 - b. The referred candidates must be **L3 (Senior) and above tech/production roles**;
 - c. All the submissions must align with the usual external referral program's T&Cs have been defined here.
10. Each CV has been verified and accepted by EPAM Vietnam, the referrer (i.e. person who refers to EPAM) will be given 1 (one) code to enter the lucky draw (which means the more you refer, the more code you will be given).
11. If self-collection at our EPAM offices is not possible, postage fees will be borne by the Organizer.
12. Entries must be submitted during the Program Period. Entries submitted after the stated date and time will not be accepted.
13. By submitting an entry:

- a. you warrant that you are a Vietnamese resident during the point of referral as well as the time of payment; and
- b. have a valid Vietnamese bank account for payment to be electronically processed
- c. you represent and warrant that for entries including the personal information of others, you obtain that person's consent for the Organizer's right stipulated in Article 25 of this T&Cs before submitting such information to the Organizer;
- d. you agree that the Organizer reserves the right to claim damages when you provide the information that is not in your possession and/or without the consent of the owner of such information;
- e. you represent and warrant that the entry is original, and you are the sole owner or reach the consent to use the entry from the sole owner of the copyright and all other intellectual property rights in the entry ("IP Subject");
- f. you agree that and ensure the IP Subject agrees that the copyright and all other intellectual property rights in the entry shall vest solely in the Organizer from the point at which the entry is submitted, without compensation;
- g. if the entry is selected as a winning entry, you also agree:
 - e.1. to cooperate and participate in publicity activities (including photographs, videos or interviews) if required by the Organizer; and
 - e.2. you confirm that you are not in violation of any law or regulations by entering the Program.

14. Questions, comments, or feedback relating to the Program are to be addressed to the Organizer only (wfatamarketingapac@epam.com).

JUDGING ENTRIES AND PRIZES

15. The Organizer reserves the right to disqualify any entry which does not comply with the T&Cs.
16. All decisions by the Organizer relating to the Program are final. The Organizer is not obliged to provide reasons concerning the selection of the winning entries or entertain any appeals whatsoever.
17. The Organizer will select 3 winning entries via the lucky draw, and each winner will be entitled to receive 1 set of one of the following prizes:
 - a. 1st Prize (amount: 1): Apple iPhone 14 ProMax 128GB.
 - b. 2nd Prize (amount: 1): Apple Watch SE GPS.
 - c. 3rd Prize (amount: 1): Apple Air Pod Pro.

If the prize is not available, the Organizer reserves the right to provide an alternative of similar value to the winners.

Winners will be announced in the Dinner Party hosted by Organizer at EPAM Vietnam's Ho Chi Minh office when campaign ends. The invitation will be sent out at least 5 days before the event via personal email.

18. If any winner cannot be contacted by the Organizer or does not respond to the notification by the Organizer within 3 working days, the Organizer reserves the right to select a replacement winner or forfeit the prize, and the originally selected winner shall not be entitled to any payment or compensation from the Organizer.

19. Prizes are non-negotiable, non-transferable, non-refundable and cannot be exchanged for cash. Unless otherwise stated, the winner is solely responsible for all taxes and/or fees as well as all additional costs that may be incurred in relation to the acceptance of the prize.
20. The Organizer makes no warranties, representations or guarantees either expressed or implied regarding any prizes, including but not limited to any warranty of merchantability or fitness for a particular purpose.
21. The Organizer reserves the right to disqualify any entry, forfeit and/or reclaim any prize at any time if the Organizer deems that there has been a breach of the T&Cs by any winner, whether discovered during or after the Contest Period.
22. The Organizer may in its sole and absolute discretion substitute, make changes to the value and/or number of prizes at any time without prior notice. The Organizer is not obliged to provide reasons and shall not be liable for any payment or compensation to any person due to such changes.

LIABILITY AND INDEMNITY

23. To the fullest extent permissible under law, the Organizer shall not be liable for any loss, damage, liability, injury or costs and expenses relating to any person's participation in the Contest, including but not limited to any changes to the prizes, disqualification of entries, any winner's acceptance and use of his/her prize and any delay, cancellation, failure or omission on the Organizer's part to carry out the Contest whether due to force majeure events or otherwise.
24. You agree to indemnify the Organizer and hold the Organizer harmless from and against all liabilities, losses, damages, proceedings, suits, actions, claims and demands, costs (including legal costs on a full indemnity basis) and expenses whatsoever suffered or incurred by the Organizer relating to or arising from or in connection with any use of your entry by the Organizer and/or any breach of the T&Cs by you.

PERSONAL INFORMATION

25. You agree and warrant that the Organizer may collect, use, process and disclose your personal data and/or the referral personal data (including but not limited to the name, LinkedIn and/or Facebook handles and profile pictures) as provided to the Organizer for:
 - a. the purposes of administering the Program and in relation to your participation in the same,
 - b. promotional, marketing and publicity purposes relating to the Program and the Organizer generally,
 - c. for the Organizer's conduct of research, analysis, and development activities (including data analytics, surveys and/or profiling) to enhance the Organizer's program offerings and operations, and
 - d. for the Organizer's reference and archival purposes.
26. If necessary, the Organizer may share this data with other Government agencies (or non-Government entities which have been authorized to carry out specific services by the Organizer) in order to serve you in the most efficient and effective way, unless such sharing is prohibited by legislation.

Version dated 29 December 2022.