

## **GetResponse External Referral Program Regulations**

### **I. General Provisions**

1. This document (hereafter: **Regulations**) defines the rules of the external referral program at GetResponse Sp. z o. o. with the registered office in Gdansk (hereafter: **GetResponse**) in which natural persons refer candidates for work at GetResponse (hereafter: **Program**), and, should the referred candidate be hired by GetResponse, they acquire the right to a bonus (hereafter: **Bonus**).
2. The Program is aimed at natural persons, subject to paragraph 3 section I (hereafter: Referee).
3. The following persons are excluded from the Program:
  - a. GetResponse employees,
  - b. GetResponse employees' family members (i.e. spouses, descendants, antecedents, siblings, spouse's parents and siblings),
  - c. people employed by GetResponse on a basis different from an employment contract, including associates who are contractors and GetResponse outsourcers, i.e. employees or associates of an external company outsourcing personnel for GetResponse,
  - d. entities conducting business activity that consists in searching for work candidates in the marketplace and matching them with potential employers,
  - e. current or former employees or associates of an entity discussed in paragraph 3 d above, with whom GetResponse has entered into a contract for the provision of recruitment services, based on which GetResponse is or was obliged, within 12 months prior to the referral, to pay remuneration for providing such services for GetResponse.
4. The Program is conducted on the basis of these regulations from 15.07.2017r.
5. GetResponse is not obliged to conduct recruitment as part of the Program. In other words, Program regulations pertain only to those job offers that GetResponse will make public by publishing them in the Careers tab on the GetResponse official website ([www.getresponse.com](http://www.getresponse.com)).

### **II. Program Regulations**

1. Commencing the recruitment process for the given position, GetResponse can make public, i.e. in accordance with paragraph 5 section I, the information about searching for candidates (hereafter: Advertisement). In the Advertisement, GetResponse gives basic information about the position and the requirements for the candidates.
2. To participate in the Program the Referee should:
  - a) Inform the candidate that they intend to enter them in the Program
  - b) Obtain written consent from the referred candidate to do so, which says:

*"I agree to the processing of my personal data by GetResponse Sp. z o.o. with the registered office in Gdansk, ul. Arkońska 6, A3, for the purposes of including my candidature in GetResponse External Referral Program, in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data as well as GetResponse External Referral Program Regulations. Moreover, I declare that I was informed about my right to access the content of my data and to correct it."*

c) Correctly fill in the form available on the GetResponse website:  
<https://careers.getresponse.com/jobs/refer-a-friend> (hereafter: Application)

d) Agree to the processing of their personal data related to their participation in the Program and confirm that they have obtained the candidate's consent for the referral for the Program

e) Collect the documents required by GetResponse for the purposes of recruitment, i.e. CV and other documents, if they are indicated in the recruitment advertisement, and a scanned consent form from the candidate described in paragraph 2 b). Before transferring the required documents to GetResponse, the Referee should ensure that the CV of the referred candidate contains the following clause:

*"I hereby agree to GetResponse Sp. z o.o. with the registered office in Gdansk (80-387), ul. Arkońska 6, A3, and entities related by capital or personally to GetResponse, as well as GetResponse RUS LLC, processing my personal data made available pursuant to article 22 [1] § 1 of the Labor Code and those made available voluntarily for recruitment purposes by the above-mentioned entities now and in the future, in accordance with the provisions on the protection of personal data. At the same time, I confirm that I am aware of my right to access and correct my personal data."*

3. GetResponse reserves the right to contact only select candidates; however, if GetResponse is interested in the referred candidate, GetResponse undertakes to inform the Referee about this fact within 30 day of receiving the Application.

### **III. Exclusions**

1. The following situations will exclude the Referee's Application from being considered in the recruitment process:

a. at the time of receiving the Application by GetResponse, the referred candidate is already present in the database of current GetResponse employees,

b. the candidate has been included in the database of GetResponse candidates within 6 months prior to receiving the Application by GetResponse,

c. at the time of receiving the Application by GetResponse, the referred Candidate already collaborates with GetResponse on a different basis than an employment contract, including contractors and outsourcers,

d. the Candidate is an employee of or collaborates with entities affiliated with GetResponse (such as, GetResponse Canada, Inc., GetResponse RUS, LLC, GetResponse Services Inc., GetResponse Malaysia Sdn. Bhd., GetResponse Inc. and other companies from the GetResponse Group, ClickMeeting Sp. z o.o.

e. the same candidate has already been referred by another Referee in accordance with Program Regulations,

2. Each Application is valid for 6 months from the date of its entry, therefore GetResponse will not consider the Application and the Referee will not be entitled to the Bonus, if GetResponse hires the candidate referred by the Referee after this period.

#### **IV. Bonus**

1. The Bonus for the referral of one candidate that results in the employment of the candidate by GetResponse under the Program is net 4,000 PLN (four thousand Polish zlotys 00/100).

2. The Bonus will be paid in two installments, in accordance with this section.

3. The Referee acquires the right to the first installment of the Bonus in the amount of net 2,000 PLN (two thousand Polish zlotys 00/100), once:

a. the candidate they referred in accordance with the provisions of the Regulations is hired by GetResponse for a trial period and will accept the job, and

b. at the time of Bonus payment, the referred candidate, in accordance with paragraph 6 section IV, remains employed at GetResponse and has not given or received notice of employment termination.

4. The Referee acquires the right to the second installment of the Bonus in the amount of net 2,000 PLN (two thousand Polish zlotys 00/100), once:

a. the candidate referred according to the provisions of the Regulations remains hired by GetResponse upon their positive completion of a trial period, provided that the trial period has resulted in employment for the position, and

b. at the time of Bonus payment, the referred candidate remains employed at GetResponse, according to paragraph 6 section IV, and has not given or received notice of employment termination.

5. Provided that the statement for tax purposes, a template of which constitutes Attachment 1 to this document, is correctly filled in, the Bonus will be paid within 14 days from delivering the correctly filled-in statement.

6. If the form discussed in section II paragraph 2c contains false information or the Referee has breached other Program regulations, in particular by transferring to GetResponse the candidate's personal data without their prior consent, the right to the Bonus does not arise. If the circumstances described in this paragraph come to the attention of GetResponse after the Bonus has been paid, GetResponse reserves the right to request its refund.

7. If it follows directly from the content of the recruitment advertisement for a given position, the amount of the Bonus is net 5,000 PLN (five thousand Polish zlotys 00/100) and it is paid according to the terms stipulated in paragraphs 3 and 4 section IV, in installments to the amount of net 2,500 PLN (two thousand and five hundred zlotys 00/100).

8. Moreover, if the recruitment advertisement indicates it directly, the referred candidate, who meets the conditions mentioned in paragraphs 3 and 4 section IV, acquires the right to a bonus in the amount of net 5,000 PLN (five thousand Polish zlotys 00/100), paid in accordance with the provisions of this section. The Bonus will be paid to the candidate no later than together with their remuneration for the month following the month in which they acquired the right to the bonus, according to paragraphs 3 and 4 of this section, on the stipulation that each bonus installment amounts to net 2,500 PLN (two thousand and five hundred zlotys 00/100). Paragraphs 2, 5, and 6 section IV will apply accordingly.

## **V. Final Provisions**

1. By entering the Program the Referee agrees to be bound by the Regulations and accepts their content. Except as otherwise expressly provided by law, the Referee agrees to release GetResponse from any liability and to remedy any damage sustained by GetResponse in connection with any breach of the Regulations by the Referee, in particular the transfer of personal data of the candidate without obtaining the appropriate consent.
2. The Regulations are available here: <https://careers.getresponse.com/jobs/refer-a-friend>
3. GetResponse is the administrator of the personal data received as part of the Program.
4. GetResponse reserves the right to award the Bonus at its sole discretion, even if the Regulations do not impose such an obligation on GetResponse.
5. GetResponse reserves the right to end the Program at any time, without giving a reason, as well as to change the Regulations without making the intended changes public in advance. The ending of the Program or the changing of the Regulations does not affect the rights acquired previously by the Referee.