

# TERMS AND CONDITIONS OF COSPLAY COMPETITION

## I. GENERAL PROVISIONS

1. The Organizer of the competition is **CI Games S.A.**, with its registered office in Warsaw 00-351, Zajęcza Str. 2B, entered into the National Court Register under KRS no. 0000282076, Business Registry Number (REGON): 017186320, NIP: 1181585759 (hereinafter referred to as the "**Organizer**").
2. The competition is held under the name of "**Cosplay Competition**" (hereinafter referred to as the "**Competition**").
3. These Terms and Conditions (hereinafter referred to as the "**Terms**") regulate the terms and conditions for the participation in the Competition as well as the rights and obligations of the Organizer and participants in the Competition.
4. The Competition is not a game of chance or lottery within the meaning of the applicable laws.
5. The Competition is addressed to adult natural persons who meet the conditions of participation referred to in the Terms (hereinafter referred to as the "**Competition Participant**" and when in singular – "**Competition Participants**"), excluding Organizer's employees and those operators directly involved in the organization of the Competition and their employees; "employees" are also understood as natural persons permanently providing services on the basis of a civil law agreement. The exemptions referred to in the previous sentence also include spouses, descendants, ascendants and siblings of the above-mentioned persons.
6. **The object of the Competition is a selection of the pictures presenting the best Cosplay outfit from "Sniper Ghost Warrior" game series.**
7. The Competition was announced at CI Games website at [www.cigames.com](http://www.cigames.com) and it is carried out there.
8. The Competition may be communicated in all channels of communication used by the Organizer.
9. **The Competition will run from 17th December 2018 to 13th January 2019.**

## II. COMPETITION PROCESS

1. The Competition consists of one competition stage.
2. The requirement to take part in the Competition is to send complete competition application to the email address: [info@cigames.com](mailto:info@cigames.com)  
The application shall contain:
  - first and last name of the Competition Participant,
  - email address of the Competition Participant,
  - competition photo taken by the Competition Participant (hereinafter referred to as the "**Entry**"),
  - express consent relating to the transfer of Competition Participant's personal data to the recipient, i.e. CI Games S.A.,
  - acceptance of the Terms.
3. The Entry is a picture that presents Cosplay outfit from "*Sniper Ghost Warrior*" game series. The picture that meets the criteria of the Entry must meet the following technical requirements: **file size of 5 MB, allowed formats:JPG, PNG, GIF.**
4. The competition is for Participants who by 23:59:59, on 13th January 2019 will effectively have sent via email the Entry and the information required in the form (hereinafter referred to as the "**Application**").
5. Competition Participants shall be exclusive authors of the Entry sent.
6. Each of the Competition Participants may submit any number of applications but one Participant may be rewarded only once in the entire Competition.
7. By entering the Competition, the Competition Participant declares that he/she has read the Terms and accepts the provisions of the Terms.

8. For the purpose of delivering this Competition, the Organizer appointed a Jury composed of three representatives of the Organizer.

### **III. PRIZES AND RULES FOR THE SELECTION OF WINNERS**

1. Prizes in the Competition are: three sets of gadgets consisting of: mug, notebook and bag (hereinafter referred to as the "**Prizes**").
2. The total pool of Prizes in the entire Competition are: 3 mugs, 3 notebooks and 3 bags.
3. Out of the Entries submitted, the Jury will select three winning photos that they like the most.
4. Three winners will be selected in the Competition.
5. In the case when in the context of Entries referred to above, there will be more than one Entry from the Competition Participant, only one Entry of the Participant that obtained the most Jury votes enters the pool.
- 6. The Jury shall have complete freedom in decision-making as described in this section and in particular, it may adopt criteria for the selection of an Entry based on subjective views and assessments.**
7. Organizer's decision to grant the Prizes shall be final and will be made within three (3) working days of the end of the Competition stage, at the latest.
8. The Organizer shall notify the winners (hereinafter referred to as the "**Winners**") at the latest within three (3) working days from the date of winners' selection through publication of their Entries and names and surnames at [www.cigames.com](http://www.cigames.com).
9. The Prize shall be sent within 30 days from the date the Winner is selected via Poczta Polska or by courier service. The Prize will only be sent if at that time the Participant provides the address that the award is to be shipped – via email which is a reply to email stating that the prize has been awarded by the Organizer.
10. The total value of the Prizes does not exceed 2.000 PLN.
11. Besides selecting the Winners, the Jury shall also permanently oversee the process of the Competition and take decisions in matters where doubts arise about the Competition, including the interpretation of these Terms. Decisions of the Jury will be final, and it will not be possible to appeal against them.
12. The Winner shall lose the right to the Prize if:
  - a. they refuse the Prize or do not collect the delivered Prize within a given term,
  - b. contact with the Winner will not be possible for reasons attributable to the Winner,
  - c. the Winner does not meet the conditions entitling to take part in the Competition or to receive the Prize, in particular those listed in paragraph 9 Chapter III above.
13. The Organizer shall have the right to remove Entries that contain content that is against the law, principles of social coexistence, morality, in contravention of the provisions of these Terms, rights of third parties, affecting personal interests, principles of fair competition, copyright and industrial property rights, that are abusive, vulgar or threatening to third persons, with content discriminating gender, race, nationality, language, religion, that are an incitement to violence or of pornographic nature.
14. The Competition Participant declares that any intermediation of organizations for collective management of rights in the subject matter of remuneration for artists and creators of the Entry is excluded.
15. In the event of a breach by a Competition Participant of third parties copyright, the Organizer has the right to withdraw the Prize granted to the Winner and request its return and if the Organizer has suffered damage, it is also entitled to receive compensation and recourse under general principles laid down by the Polish Civil Code.
16. Prizes that are unreleased in the Competition for reasons beyond Organizer's control or those which Competition Winners have lost their rights to for reasons given in these Terms shall be at the disposal of the Organizer.

17. The entitlement to the Prize and other rights of Competition Participants arising from the participation in the Competition are non-transferable. Rights acquired by the different Participants may not be combined. Prizes are not subject to exchange to any equivalent, including money equivalent.

18. The Winners and other Participants in the Competition shall not have the right to select the award and reserve specific properties of the Prizes.

19. The Organizer reserves the right to exclude from the Competition a Participant that affects results in an illegal manner, shared a competition photo which they do not have exclusive personal and property rights to and which shows (in Organizer's view) the image of third parties (including children), or a participant that has not accepted the conditions of participation in the Competition or has violated these conditions.

20. The Competition Participant may at any time resign from the participation in the Competition by making a proper statement to the Organizer of the Competition.

#### **IV. COPYRIGHT**

1. Each Competition Participant that included a photo in the Application shall be treated as its author who shall have exclusive personal and property rights within the meaning of the Polish Act of 4 February 1994 on copyright and related rights and which has any required by applicable laws consents of persons whose image was captured in the photograph, granted by such persons or their legal guardians to use in the Competition. By including the picture, the Competition Participant automatically grants a consent to the transfer of copyright to each Entry (in whole or in part) to the Organizer free of charge, without any time, territorial and quantitative limitations in the following fields of use:

- a. exclusive and unrestricted use for commercial purposes in the course of business activities carried out by the Organizer's products and entities associated with it, including for promotional, advertising, information, graphic and artistic purposes,
- b. duplication of the Entry in whole or in part and its developments and copies using any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, by magnetic techniques on each medium, including all kinds of paper, textiles, plastic, metal, electronic, optical, magnetic, digital, laser media, including CDs (regardless of the format), DVDs (regardless of the format), HD-DVD (regardless of the format), Blue-Ray discs (regardless of the format), hard disks, mass storage,
- c. placing on the market, lending, leasing or renting of the original or copies of the Entry and establishment of other rights and liabilities, licensing,
- d. public execution, exhibition, display, reproduction and broadcasting and re-broadcasting, as well as making available to the public of the Entry in such a way so that everyone could have access to it from a place and at a time individually chosen by them,
- e. use of the Entry and its fragments for the purpose of Organizer's promotion and advertising, in all forms of advertising, including press, television, cinema, external and online, use on any pages and web domains, in mobile services, publishing houses, e-books, audiobooks, press, television, radio, Internet, in promotion and advertising materials and gadgets and other forms of promotion in the fields of exploitation indicated in this section,
- f. entering into memory of electronic devices, including computer and into computer networks, including the Internet, extranet, internal networks (e.g. intranet), as well as transfer within the aforementioned networks, including on-line, processing in electronic devices memory, including your computer and other mobile devices,
- g. use in the form of any products and in any products, including computer programs, audiovisual works, presentations, all kinds of textiles, plastic, metal, including toys and other (merchandising),
- h. exercise of copyright law subject to the Entry (and in particular its development, disposal and use of its developments, without entitlement to withdraw from this agreement on the part of the

Competition Participant) together with the right to permit for exercise of derivative copyright to the Entry in the fields of exploitation indicated above.

2. Transition of the described above property rights to the winning Entries shall take place upon the delivery of the prize to the Competition Participant. The delivery shall mean also delivery to the carrier or postal operator for the purpose of its serving.

3. By acceptance of these Terms, the Participant agrees to use of all Entries (which have not been awarded) in whole or in any part free of charge by the Organizer without territorial, time and quantitative restrictions on any fields of exploitation described in paragraph 1 above. The Competition Participant may not terminate or prohibit the Organizer, or a person authorized by the Organizer the use of Entries under the license granted by the Competition Participant. Granting of license referred to in this paragraph applies only to Entries that have not been awarded (even if Prizes will be granted as a result of Jury's work), in the event of award-winning Entries, property rights shall be transferred to the Organizer under principles described above and by the time of the transfer the Organizer shall be entitled to make use of them on the basis of the license described above.

4. Competition Participants agree to free use of their image captured in Entries in publishing houses, e-books, audiobooks, press, television, radio, Internet (including the Internet portals, social networking sites and blogs), for the duration and after the Competition, including for commercial purposes, for Organizer's marketing and promotion, i.e. the company under the business name of CI Games S.A. in Warsaw and its associated entities. Competition Participants are obliged to have statements that they read the Terms and consents of all persons whose images have been captured in the Entries (granted by those persons or their legal guardians in accordance with the provisions in force, including those on the protection of personal data or personal property and the copyright and related rights) to the use of image described in this paragraph by entities indicated in the previous sentence. Consequences of absence of such a statement and consents shall be borne only by Competition Participants, and the Organizer and other entities publishing Entries are exempt from liability for unauthorized use of the image of a third party and for failure to provide information on the rights reserved for such persons.

5. The Organizer may authorize other persons to use the Entries within license granted by the Competition Participant and sublicense within the limits of their powers.

6. By accepting these Terms, the Competition Participant declares that any intermediation of organizations for collective management of rights in the subject matter of remuneration for artists and creators of the Entry is excluded.

## **V. PERSONAL DATA**

1. The Organizer shall be the Administrator of Competition Participants' personal data.

2. You can contact the Administrator of personal data at the office address, i.e. Zajęcza Str. 2B, 00-351 Warsaw, and also at email: support@cigames.com.

3. Competition Participants' personal data will be processed by the Administrator only in order to correctly proceed and carry out the Competition and to perform Administrator's legal obligations, and when this is necessary for the Administrator to be able to fulfill legally legitimate interests.

4. The legitimate interest which the Administrator may refer to is holding judicial, arbitration or mediation proceedings, data storage for archiving and evidence purposes and to ensure accountability and promotion of the Organizer's products.

5. Provision of personal data by the Competition Participant is voluntary, but failure to provide the data will prevent participation in the Competition.

6. Competition Participants' personal data will be kept until the Competition comes to an end and/or until the withdrawal of consent to the processing of personal data. The period of personal data storage may be extended each time by a period of limitation on the validity of claims if the processing of personal data is necessary for the investigation of claims or for defense against such claims by the Administrator.

7. Competition Participant has the right to access to the content of their personal data and to obtain confirmation that these data are processed; to rectify their personal data (e.g. when the data are incorrect or incomplete), remove them (e.g. when the data are no longer necessary for the purposes for which they were collected by the Administrator or when the consent for the processing of data has been withdrawn or an objection has been raised to the processing of data) and the right to limit their processing. In addition, the Competition Participant shall have the right to: withdraw their consent at any time and the withdrawal of consent shall not affect the legality of the previous processing; to transfer the data (when the processing is carried out on the basis of the consent or agreement and when the processing is carried out in an automatic way) and the right to object to the processing of the personal data.

8. Competition Participants have the right to make a complaint to the President of the Personal Data Protection Office, if they consider that the processing of the personal data violates applicable data protection legal provisions.

9. Subject to all the guarantees aimed to ensure security of the data transmitted, the Administrator may share Competition Participant's personal data to:

- employees/associates authorized to their processing at the request of the Administrator,
- entities which the Administrator entrusted the processing of personal data to, including: providers of technical, consultancy, archive, accounting and organizational services facilitating the provision of services by the Organizer (including supporting the Administrator providers of IT and data storage in servers and in the cloud services),
- providers of legal services, tax advisory services, carriers and postal operators and insurers,
- authorized bodies of the state, local government and justice administration,
- the company under the business name of CI Games S.A. in Warsaw and entities associated with it (including subsidiary companies) to place information about the results of the Competition and Competition Participants who were awarded.

10. Personal data of Competition Participants will not be transferred outside the European Economic Area, with the exception of data transmitted to e-mail services providers on the basis of relevant legal securities which are the standard contractual clauses for the protection of personal data approved by the European Commission.

11. Competition Participants' personal data will not be processed in an automated way and will not be profiled.

12. The names and surnames of the Winners, in accordance with the data made available by the Competition Participants, may be published in all the communication channels used by the Organizer. Thus, the users of Internet service [www.cigames.com](http://www.cigames.com), in accordance with the terms of use and privacy policy of this service and social networking sites Facebook and Twitter, in accordance with their regulations, will have the insight into the personal data shared.

## **VI. COMPLAINTS**

1. Complaints related to Competition organization must be sent by registered mail to the address of the Organizer: CI Games S.A. based in Warsaw (00-351) at Zajęcza Str. 2B, with a note on the envelope "Competition Complaint" in the period of up to 7 days since the date of selection of competition winners (postmark date governs). The complaint should contain the exact description and Participant's data necessary to give them the answers.

2. Complaints shall be considered by the Organizer within 30 calendar days from the date of their receipt. When examining the complaint, the Organizer will apply the provisions of the Terms and of the Polish Civil Code. The Participant shall be notified of Organizer's decision by email or by ordinary mail (postmark date or date of placing Organizer's statement in the electronic communication means in accordance with Article 61 § 2 of the Polish Civil Code).

3. In the case where the consideration of a complaint will require additional steps, the time for its settlement members may be extended and in such case the Competition Participant shall be informed by the Organizer of this fact.
4. In the case where as a result of complaint's consideration, Competition Participant's claims were not taken into account, the Competition Participant may assert the claims before the competent court.
5. The Organizer shall not be responsible for any interference in the operation of web pages, servers, interfaces, browsers and Facebook, etc. or custom applications and other devices and for other inconvenience caused for reasons beyond the control of the Organizer. In this case, the Competition Participant is not entitled to raise any claims against the Organizer.
6. The Organizer does not provide warranties or guarantees for the Prizes in the Competition, nor it shall be responsible for the operation of the producers or providers of these Prizes. The Winner may assert warranty directly from the manufacturer of Prizes in kind if it was granted for the product and under the conditions laid down in the warranty card.

## **VII. FINAL PROVISIONS**

1. Participation in the Competition is equivalent to the acceptance of these Terms.
2. For matters not covered by the Terms, the provisions of the Civil Code and the Law of 4 February 1994 on copyright and related rights shall apply.
3. All the information about the Competition available in advertising materials are only of informative nature.
4. The Organizer reserves that it will not receive COD consignments.
5. The Competition is conducted with no territorial limitations.
6. In the event of any dispute arising in connection with the Competition, the competent court shall be the common court having jurisdiction over the seat of the Organizer.
7. The Organizer shall not be responsible for property and non-property damage, incurred by the Competition Participant; this does not apply to damage caused due to the willful misconduct.
8. The Organizer reserves the right to modify the Terms and to shorten the duration and change the conditions of the Competition and to revoke after prior notification, provided that the rights acquired on the basis of the Terms in the current content will be fully respected.
9. The Terms and amendments to the Terms shall be published on the website [www.cigames.com](http://www.cigames.com).