

## THE RULES AND REGULATIONS OF THE CONTEST

These Rules and Regulations (hereinafter referred to as "**Rules and Regulations**") set out the terms and conditions under which the **Warsaw Photography Awards** contest under the name "**WPA**" takes place (hereinafter: "**Contest**").

The Contest is not combined with other promotions or contests held by the Organizer.

### 1. THE ORGANIZER AND THE DURATION OF THE CONTEST

- 1.1. The organizer of the **2nd Edition of the Warsaw Photography Awards Photography Contest**, hereinafter referred to as the Contest, is K Sp. z o.o. with its registered office at Kredytowa 6, 00-062 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register, under KRS number: 0000770530, NIP: 5223149457, Regon: 382504090, hereinafter referred to as the **Organizer**.
- 1.2. The Contest is conducted through the website - <http://www.wpawards.pl> belonging to the Organizer.
- 1.3. Each of the Contest Participants, by entering this Contest, agrees to the provisions of the following and undertakes to comply with the Regulations of the aforementioned website and these Regulations.
- 1.4. The Contest will begin on June 30, 2019 and will last until December 7, 2019.
- 1.5. The Organizer reserves the right to extend the duration of the Contest beyond the deadline specified in point 1.4 above, which will be communicated to the Contest Participants, among others, via the website [www.wpawards.pl](http://www.wpawards.pl) and through social media communication channels.
- 1.6. The territory of taking pictures for the Contest is all over the world.
- 1.7. The Contest will take place in the Republic of Poland.
- 1.8. Participation in the Contest is subject to a fee. Details of payment, including the amount of fees, date of payment and method of payment are specified in the chapter "Fees" and can be found at [www.wpawards.pl](http://www.wpawards.pl)
- 1.9. Cancellation of the Contest or shortening of its duration may take place as a result of the Organizer's decision, with the reservation that the cancellation of the Contest may take place only before the commencement date of the Contest indicated in these regulations, item 1.4. The Organizer will inform about the cancellation or shortening of the Contest by placing an appropriate announcement on the [www.wpawards.pl](http://www.wpawards.pl) website.
- 1.10. The Contest is not a gambling game within the meaning of the Polish Betting and Gaming Act of November 19, 2009 (Journal of Laws of 2009, No. 201, item 1540, as amended).
- 1.11. The aim of the Contest is to select 10 persons from among the participants in each category by the Contest Jury. One first place, one second place, one third place and 7 finalists in each category announced in a given edition. The Organizer of the Contest allows for the possibility of awarding an outstanding work with a special prize - Grand Prix.
- 1.12. As part of the 2nd edition of the Warsaw Photography Awards Competition, the Organizer announces following competition categories:
  - Portrait
  - Travel
  - Family
  - Mobile - pictures taken only with a mobile phone.

### 2. PARTICIPANTS OF CONTEST

- 2.1. Participation in the Contest is paid and voluntary. The Jury considers only those photographs of participants that have been paid for. The date of payment is specified in the Regulations in the chapter "Fees".
- 2.2. The right to participate in the Contest is vested only in persons who meet all the conditions for participation indicated in the Rules and Regulations and are not subject to exclusion from participation in the Contest in accordance with with the Rules and Regulations.
- 2.3. The Competition is open only to natural persons who have read, accepted and undertake to apply the provisions of these Regulations and meet the following conditions at the time of participation in the Competition, the following conditions in total:
  - are at least 18 years of age or have the appropriate authorization of a legal guardian;
  - have full legal capacity;
  - have access to the Internet;

- have an active e-mail address;
- have accepted the Regulations.

#### 2.4. Persons who do not have full legal capacity may participate in the Contest only

with the prior consent of their statutory representatives in writing, a specimen of which is available at [www.wpawards.pl](http://www.wpawards.pl) and constitutes Attachment No. 1 to the Regulations. Written consent should be sent to the Organizer in the form of a scan to the following address: [zgody@wpawards.pl](mailto:zgody@wpawards.pl) until June 30, 2019 at 11:59 p.m. The title of the e-mail should contain the first and last name and date of birth of the Participant used during the process of participation in the contest.

2.5. The Competition shall not be open to the Organizer's employees, persons who are parties to civil law agreements concluded by the Organizer concerning the provision of any services to the Organizer or performance of any work for the Organizer, as well as members of their families. Family members are understood as: ascendants, descendants, siblings, spouses, parents of spouses and persons in an adoption relationship.

2.6. The Organizer may disqualify a participant from the Contest before the end of the Contest, including depriving him of the Prize, if a given participant is entitled to it, in a situation when a participant violates the provisions of the Regulations or when the Organizer considers the Participant's entry in the Contest to be contrary to good manners, applicable law, the proper image of the Organizer, persons representing him, the Contest or his own interest in material or moral sense. The Organizer will immediately inform the Participant about such a decision and its justification.

### 3. CONDITIONS OF PARTICIPATION IN THE CONTEST

3.1. The Competition is open to all adults with full legal capacity, with the exception of those mentioned in point 3.3 of the Regulations. Persons with limited legal capacity, including persons over 13 and under 18 years of age, may participate in the Contest with the written consent of the statutory representative or legal guardian, in accordance with point 2.4 of the Regulations (Attachment No. 1). Persons who have applied for participation in the Contest under the rules set forth in these Regulations, are hereinafter referred to as "**Participants**".

3.2. The consent of the statutory representative or legal guardian referred to in clause 3.1 above, in the case of Participants with limited legal capacity, should also include consent to the provisions of these Regulations and to the licence conditions for the use by the Organizer of photographs submitted by the Participants.

3.3. The following persons may not participate in the Contest: employees or members of the Organizer's Management Board and the closest family members of these persons, as well as persons who in any way took part in the preparation and the conduct of the Contest.

3.4. The Contest Participant agrees that his work submitted to the Contest will be used according to the needs of the Organizer and/or the entity indicated by the Organizer and the requirements of its publication and distribution in the above mentioned fields of exploitation, subjected to appropriate modifications, adaptations, adding titles and subtitles, abbreviations, technical adjustment, creation of elaborations and corrections including stylistic, spelling and language, etc.

### 4. DURATION OF CONTEST

4.1. The Contest starts on June 30, 2019 at 00:01 a.m. and runs until December 7, 2019.

4.2. Detailed deadlines for each stage of the competition:

4.2.1. The contest begins on June 30, 2019 at 00:01 a.m. and this date is the beginning of the possibility of sending in the contest works.

4.2.2. The time period for submitting the Contest entries: from June 30, 2019 at 00:01 a.m. until October 31, 2019 at 11:59 p.m. Works submitted after this date will not take part in the Contest.

4.2.3. The deadline for payment of fees shall be October 31, 2019 by 11:59 p.m. The crediting date shall be decisive.

4.2.4. November 1 -15, 2019 - Jury's work.

4.2.5. December 7, 2019 announcement of the results during the vernissage. The exact location and time of the Event will be communicated by the Organizer to all winners two weeks in advance. The Organizer does not cover the costs of travel or accommodation for the duration of the Event.

## 5. ENTRIES

5.1. In order to participate in the Contest, it is necessary to fill in the application form available at [www.wpawards.pl](http://www.wpawards.pl). Regulations are an integral part of the form. Filling in the form and applying for participation in the Contest is tantamount to accepting these Regulations.

5.2. The use of the [www.wpawards.pl](http://www.wpawards.pl) website is in accordance with the regulations of the website.

5.2.1. The application form must contain the name and e-mail address of the Contest Participant, which will enable the Organizer to contact the Participant in matters related to the realization of Contest.

5.2.2. The category chosen by the Participant should be indicated: Portrait, Travel, Family and/or Mobile photography.

5.2.3. The names of submitted photographs should be described as:  
Category\_NameOfParticipant\_NameOfPhoto.

5.2.3.1. In the case of categories:

„Portrait” - Portrait\_NameOfParticipant\_NameOfPhoto

„Travel” - Travel\_NameOfParticipant\_NameOfPhoto

„Family” - Family\_NameOfParticipant\_NameOfPhoto

„Mobile” - Mobile\_NameOfParticipant\_NameOfPhoto

Photos with incorrect file names will not be taken into account and the Participant will be asked to send the correct file names. All files should be saved in JPG format and the maximum size of the photo should not exceed 3Mb. We do not accept files from download portals.

5.2.4. The participant can submit the same photo in different categories.

5.2.5. The participant can submit photos to one or several selected categories within one application.

5.3. By applying for participation in the Contest, the Participant agrees that his or her name and surname and photo name should be placed on the ranking lists and/or used in any other way specified in these Regulations, for the purposes related to the organization and conduct of the Contest.

5.4. The fee should be paid in accordance with the Regulations in the chapter „Fees”.

5.5. Photos submitted to the Contest may be automatically published on the website [www.wpawards.pl](http://www.wpawards.pl) and on the Organizer's social media accounts.

5.6. Entries to the Contest will be accepted from June 30, 2019 at 00:01 a.m. to October 31, 2019 at 11:59 p.m. - the date of submission of photographs, payment of the fee, and sending necessary and required by the Organizer consents and statements in case of persons referred to in point 2.4 of these Regulations will be decisive.

5.7. By submitting photos, the Contest Participant declares that:

- the Participant is entitled to exclusive and unrestricted copyrights to the submitted photographs and that all persons appearing in the photographs agree to make the photos available to the public;

- he or she grants the Organizer a free of charge, territorially or temporally unlimited license to make the photographs available to the public by the Organizer on the website [www.wpawards.pl](http://www.wpawards.pl) for the purposes of the Contest's realization and promotion, as well as for all activities necessary to make the photo available and to realize the Contest, including in particular introduction to computer networks, the Internet, multiple recording and

multiplication of photographs with any technique, including the production of the post-competition album and photographic exhibition presenting the photos awarded in the photo contest, as well as for the Jury to transfer the photos for their evaluation.

5.8. Each Participant may submit an unlimited number of photographs in each thematic category, in accordance with the terms and conditions of participation in the Contest, upon payment of an appropriate fee specified in the regulations.

5.9. Submitted photos can be created at any time. The Organizer does not limit the date of their creation.

5.10. In case of limited legal capacity of a participant or a child who is over 13 but under 18 years of age, the application should include the consent of the statutory representative or legal guardian referred to in point 2.4 (Appendix 1). A scan of the consent should be sent to the Organizer's e-mail address: [zgody@wpawards.pl](mailto:zgody@wpawards.pl) until October 31, 2019 at 11:59 p.m. The title of the e-mail should contain the name and surname of the underage participant who is subject to the consent and whose works will take part in the contest.

5.11. The Organizer is not responsible for incorrect data provided by the Participant or failure to update the data, in particular for a change in personal data and/or email address that makes it impossible to find the Participant and/or award the prize.

5.12. In case of any actions taken by the Participants that are contrary to these Regulations or actions aimed at obtaining victory in the Contest contrary to the generally binding provisions of law or good manners, the Organizer reserves the right to verify the results of the Contest and to exclude a Participant from the Contest. If a Participant is excluded from the Contest, he or she is obliged to return the received prize. The return of the received prize does not exclude the Organizer's right to claim compensation from the Participant on general terms.

5.13. By entering the Contest according to the rules specified in these Regulations, the Contest Participant declares that:

- 5.13.1. He or she is entitled to exclusive and unlimited copyrights to the submitted photographs and all persons appearing in the photographs agree to the publication of those photographs, including public exhibition.
- 5.13.2. He or she consents to the publication of the photographs on the [www.wpawards.pl](http://www.wpawards.pl) website during the Contest and after its completion. The consent also includes publications on the Organizer's social accounts.
- 5.13.3. In the case of receiving a prize or distinction in the Contest, he or she consents to multiple, free of charge publication of the awarded photographs (with the right of sublicense) without territorial and time limitations, as well as the publication of his/her name, surname, place of residence and age in promotional materials related to the Contest and the Organizer, on the website [www.wpawards.pl](http://www.wpawards.pl), the Organizer's social media accounts, as well as to their use for promotional and marketing purposes of the Organizer and Partners, including in particular the recording and multiplication of photographs with any technique, including printing, reprography, magnetic recording, digital and audiovisual techniques, on any media, without restrictions as to the number and size of the edition, as well as the dissemination of photographs by making them publicly available in such a way that everyone could have access to them at a place and time of their choice, in particular in computer networks, Internet and Intranet, TV, in the post-competition album, at a photo exhibition, on public performances, exhibitions, displays and replays, and to prepare for the Organizer's own needs, in particular for editorial and computer processing (without interference in the image content), as well as to grant further licenses (sublicenses) to third parties within the scope specified above.
- 5.13.4. He or she releases the Organizer and other entities cooperating in the organization of the Contest of liability for the publication of the photographs sent by him/her, and in the event that the aforementioned entities cover any claims of third parties for non-compliance with the factual and/or legal status of the statements referred to in point 5.7.1. will settle all the costs related to this fact.

5.14. In the event that any of the statements of the Participant referred to in these Regulations turns out to be inconsistent with the factual and/or legal status of the person, the Participant, in the case of possible claims of third parties, bears sole and total responsibility and declares that he or she will settle all damages related to this fact incurred by the Organizer. Moreover, in the situation referred to above, this person is disqualified from the Contest and is obliged to immediately return the prize awarded by the Organizer.

5.15. The results of the Contest will be published on [www.wpawards.pl](http://www.wpawards.pl) and the Organizer's social media accounts on December 7, 2019.

## 6. FEES

- 6.1. Participation in the Contest is subject to a fee. Contest Participant, by sending a photo, must pay the fee in such a way that:
  - 6.1.1. Fee in the amount of €6 for sending up to 7 photos to the Contest.
  - 6.1.2. Each consecutive 7 photos requires payment of €6.
- 6.2. The Organizer does not limit the Contest Participant as to the number of submitted photos, however, for each 7 photos a fee of €6 must be paid.
- 6.3. If any of the photographs sent by the Contest Participant to the Organizer violate applicable laws and/or rights of third parties point 7.3., or about which the Organizer has doubts that the sent photographs may violate copyright or rights to the image, as well as about which the Organizer has doubts that they violate any of the conditions of the Regulations, the photo will not be considered in the Contest and will be immediately removed. In such a case, the Contest Participant may not claim the right to return the fee paid by the Organizer, or send another photo to replace the disqualified one.
- 6.4. The date of payment is from June 30, 2019 at 00:01 a.m. to October 31, 2019 at 11:59 p.m. The date of crediting the Organizer's account is decisive.

The payment shall be made through:

[www.wpawards.pl](http://www.wpawards.pl) or

PayPal (**merchant account identifier** Q3D4GAC2ML474) or

Organizer's bank account IBAN: **PL37 1020 1013 0000 0502 0405 0290**, BIC: BPKOPLPW

## 7. THE PROCEDURE OF THE COMPETITION

7.1. In order to participate in the Contest, the Participant must, between June 30, 2019 at 00:01 a.m. and October 31, 2019 at 11:59 p.m., complete the application form available at [www.wpawards.pl](http://www.wpawards.pl) or send photographs to the following e-mail address: [konkurs@wpawards.pl](mailto:konkurs@wpawards.pl) and pay a fee in accordance with the "Fees" section.

7.2. Filling in the application form correctly is tantamount to accepting the Regulations and giving the Organizer all the approvals and declarations referred to in these Regulations. Giving the declarations and permissions is voluntary, but it is a necessary condition for taking part in the Contest.

7.3. Photographs sent to the Organizer may not violate applicable laws or the rights of third parties, in particular:

- it is forbidden to submit content of an offensive, vulgar, defamatory, xenophobic, revisionist nature, as well as content, which could harm the good name or honour of another person;
- the inclusion of content that encourages discrimination or hatred against a person or persons because of their origin, ethnic identity, nationality, race or religion is prohibited;
- it is forbidden to include content that would pose a threat to an individual or a group of persons;
- pornographic or paedophile content is prohibited;
- it is forbidden to post content that encourages the commission of an offence, crime or act of terrorism;
- political content is prohibited;
- it is forbidden to post content that promotes goods obtained illegally;
- it is forbidden to post content that could violate the rights of third parties, including rights to trademarks or protected symbols, copyrights or personal rights;
- it is forbidden to include in the Contest Task content promoting activities or products of entities competing with the Organizer.

7.4. Submitted photographs about which the Organizer has doubts that they may infringe the rights of third parties, in particular copyrights or rights to the image, as well as about which the Organizer has doubts that they infringe any of the conditions of the Regulations will not be included in the Contest and will be immediately removed.

7.5. The Contest may be entered only in person, i.e. the Contest Entries may not be made on behalf of third parties. Such Contest Entries will not be included in the Contest and will be removed.

7.6. Due to the fact that the submitted photographs are used to conduct the Contest, and participation in the Contest does not guarantee any publication by the Organizer, any demands or claims of the Contest participants for not placing the submitted photographs are excluded.

7.7. In the event that any of the above statements turn out to be untrue, the Contest Participant undertakes to bear all the consequences resulting therefrom, including in particular the obligation to release the Organizer from any third party claims due to infringement of their copyrights and to cover all costs incurred by the Organizer in this respect.

7.8. Submitted photos will be evaluated by the Jury using the following evaluation criteria:

- Conformity of the submitted work with the subject of the Contest,
- Originality,
- Creativity,
- Subjective feelings.

## **8. EVALUATION OF PHOTOGRAPHS**

8.1. All submitted photographs shall be evaluated by the Jury appointed by the Organizer.

8.2. The Jury evaluates the submitted photographs at the end of the submission period, in all categories, taking into account, among others, the quality, originality and creativity of the submitted photographs.

8.3. At the first stage, the Jury will select photographs qualified for the final of the Contest. Persons whose photographs have been qualified for the final of the Contest are hereinafter referred to as "Winners".

8.4. The Winners will be informed about the Jury's decision by the Organizer via e-mail.

8.5. The Winners may be asked, at the moment of receiving information about qualifying for the final of the Contest, to send to the Organizer's e-mail address digital files enabling printing in 60x90 cm format.

Please note: when sending digital files, please consider the following specifications:

- format: JPG - best quality
- colours as standard: RGB
- resolution: 300 dpi

8.6. Failure to send a digital file of the winning photo within 5 days from the moment of its selection by the Organizer means disqualification from the Contest.

## **9. THE JURY**

9.1. In order to ensure the proper organization and conduct of the Contest, and in particular to assess the correctness of the Contest Entries, evaluation of the photographs submitted as part of the Contest Task and selection of the Contest Winners, the Organizer shall appoint a Contest Jury.

9.2 The Jury shall be composed of 3 persons indicated by the Contest Organizer.

9.3 The decisions made by the Jury are final and are not subject to appeal.

## 10. AWARDS

10.1. Winners of the Contest will receive the following prizes from the Organizer:

### **For the Grand Prix of the Contest:**

#### **PHOTOGRAPHY WORKSHOPS ON SICILY**

Organized by Nasza Akademia Fotografii akademianaf.com

Total value of prizes: €1200

#### **For 1<sup>st</sup> place in each category:**

€350 + possibility to participate in photography workshops

Total value of prizes: €450

#### **For 2<sup>nd</sup> place in each category:**

€250 + possibility to participate in photography workshops

Total value of prizes: €350

#### **For 3<sup>rd</sup> place in each category:**

€150 + possibility to participate in photography workshops

Total value of prizes: €250

#### **7 distinctions for Finalists in each category:**

Voucher for participation in photography workshops organized by Nasza Akademia Fotografii akademianaf.com worth €100.

10.2. The Organizer of the Contest declares that he will cover the income tax due in the amount of 10% of the value of a given prize, exceeding the amount of PLN 2000, in accordance with the requirements of the Polish Act on Personal Income Tax. The tax will be paid by the Organizer to the account of the appropriate Tax Office.

10.3. Additionally, all awarded and honored works will be published on [www.wpawards.pl](http://www.wpawards.pl) and the Organizer's social media accounts.

10.4. The winning photos (Grand Prix, 1st, 2nd and 3rd place and 7 Finalists) will be presented in the form of an exhibition during the Vernissage closing the Contest.

10.5. Participants of the Contest will be able to sell their winning photographs (Grand Prix, 1st, 2nd and 3rd place and 7 Finalists) in the form of prints through the Organizer's website: [www.wpawards.pl](http://www.wpawards.pl).

10.6. Awards will be presented during the post-contest Vernissage on December 7, 2019.

10.7. Prizes for the Contest Winners, not collected during the post-contest Vernissage, will be delivered by courier service to the address indicated by the Contest Winner. Receipt of the prize will be confirmed by signing a protocol of prize receipt. The Organizer reserves the right to change the way of transferring the prize, which will be communicated to the above mentioned persons.

10.8. There is no cash or material equivalent for the prizes won. Moreover, the winner of the Contest does not have the right to assign the prize to another person.

10.9. Prizes not collected by June 30, 2020 shall become the property of the Organizer.

10.10. If the Contest Winner does not meet the conditions specified in these Regulations or does not collect the prize within the deadline set by the Organizer, he or she will be disqualified from the Contest, and the prizes shall be forfeited and shall become the property of the Organizer.

10.11. The Contest Winner has the right to resign from winning the prize. In such a case, the prize shall become the property of the Organizer.

10.12. Failure to transfer the prize due to the lack of personal and/or address data, incorrect data or lack of update of data by the Contest Winner means disqualification from the Contest and loss of the right to the prize, which is transferred to the property of the Organizer.

## **11. COPYRIGHTS TO THE PHOTOGRAPHS SUBMITTED TO THE CONTEST**

11.1. The photographs submitted to the Contest must be the result of the personal work of the Contest Participant, who must own all copyrights to them, so that no third party would make any claims against the Organizer in case of using these photographs during and for the purposes related to the Contest.

11.2. Przesłane zdjęcia konkursowe nie mogą naruszać praw osób trzecich, w tym w szczególności: dóbr osobistych i praw autorskich majątkowych i/lub osobistych oraz praw do znaków towarowych;

11.3. Upon submission by the Contest Participant of photographs as part of the Contest Task, being an element of the Contest Entry, constituting a photographic work within the meaning of the Act of February 4, 1994 on Copyright and Related Rights (Polish Journal of Laws of 2006, No. 90, item 631, with later amendments), the Contest Entrant grants the Organizer a free, non-exclusive, transferable, timely and territorially unlimited sublicense entitling the Organizer to use the photographic work in all known fields of exploitation of the photograph, in particular in the following fields of exploitation:

- a) saving and reproducing by any technique copies of photographs, including printing, reprography, magnetic recording and digital technology, regardless of the standard, system and format;
- b) marketing, lending and hiring of the original or copies of the work;
- c) upload of the photograph to a computer memory and storage on servers, and uploading of the photograph to a multimedia network, including the Internet, and making copies of such records;
- d) use of the photograph for purposes justified by existing or potential future business or economic needs of the Organizer or his legal successors, including in particular the use of a photographic work for promotion, marking or identification of the Organizer, publication in any form, as well as marking the Organizer's property;
- e) public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making the photographic work available to the public in such a way that everyone can have access to it at a place and time of their choice, in particular in magazines, websites and social media belonging to the Organizer.

11.4. The Contest Participant undertakes not to make any claims, in particular with regard to remuneration or compensation, against the Organizer for the use by the Organizer of the photo sent by the Contest Participant, in the manner specified above.

## **12. PERSONAL DATA**

12.1. The administrator of personal data collected from Participants is K Sp. z o.o. with its registered office at Powstańców Śląskich 108c Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under the number KRS: 0000770530, NIP: 5223149457, Regon: 382504090, contact e-mail address: rodo@wpawards.pl (hereinafter referred to as "Administrator").

12.2. Personal data of Participants, including Participants who have won a prize in the contest will be processed in order to organize and conduct the Contest, for tax purposes (applies to Participants who won a prize in the Contest) - if there are tax obligations, as well as for marketing and promotional purposes of the Contest or of K Sp. z o.o.

12.3. Personal data will be processed on the basis of Article 6(1)(a) of the GDPR with the following exceptions:



in order to comply with the financial reporting obligations, the processing of personal data shall take place on the basis of Article 6(1)(c) of the GDPR. In order to consider possible complaints, personal data are processed on the basis of Article 6(1)(a) of the GDPR, whereby the legitimate interest should be understood as the possibility of considering a complaint.

12.4. In case of granting an optional consent to the processing of personal data for marketing purposes, personal data are processed on the basis of Article 6(1)(a) of the GDPR.

12.5. Providing personal data is voluntary, but it is necessary to participate in the Contest, including to receive the Prize, if any.

12.6. Participants who provide personal data have the right to access the content of their data and, subject to the provisions of law, are entitled to:

- a) the rectification of data,
- b) the erasure of data,
- c) restrictions on processing,
- d) data transfer,
- e) the lodging of an objection,
- f) the withdrawal of consent at any time. The exercise of the right to withdraw consent shall not affect processing which has taken place until the withdrawal of consent.

12.7. The Organizer shall collect the following data from the Participants:

- a) Name and surname,
- b) e-mail address,
- c) telephone number.

12.8. The Organizer will also collect the following data from all awarded Participants:

- a) mailing address (for sending the prize),
- b) PESEL (if the prize requires a tax return),
- c) the name and address of the competent tax office,

12.9. Participants shall have the right to lodge a complaint to the Inspector General for the Protection of Personal Data, and from the date of establishment of a new office to the President of the Office for the Protection of Personal Data.

12.10. The participant allows to use his or her name and surname in order to inform (also in the media) about the results of the Contest.

12.11. The Organizer declares that the Participants' data will not be processed automatically and will not be profiled.

12.12. Participant data will not be made available to external entities, except in situations provided for by law and when the prize is sponsored by an external entity called the Sponsor and when the Prize should be sent to the Winner by courier. In such a case, the recipient of the data will be the Sponsor, courier and server provider, entities providing technical support services for software in which personal data is stored.

12.13. In the case of a non-compulsory marketing consent, the recipients of the data shall be: Sponsor, advertising and marketing agencies providing services for the Organizer, server provider, entities providing technical support services for software in which personal data are stored.

12.14. Participant data will be retained for the period necessary to achieve the above purposes, in particular, until the expiry of any potential claims of the Entrants, including the end of the period for filing and processing complaints related to the Contest, or until the withdrawal of the relevant consent by the Entrant.

12.15. The Organizer applies technical and organizational measures aimed at the protection of personal data entrusted and appropriate to the risks and categories of data covered by the protection. The Organizer has implemented appropriate measures to ensure a level of security corresponding to the risk, taking into account the

state of technical knowledge, the cost of implementation and the nature, scope, purpose and context of the processing, as well as the risk of infringement of the rights and freedoms of natural persons with different probability of occurrence and gravity of the threat. The organiser shall in particular take into account the risks associated with the processing of data resulting from:

- a) accidental or unlawful destruction,
- b) loss, alteration, unauthorised disclosure of data,
- c) unauthorised access to personal data transmitted, stored or otherwise processed.

### **13. COMPLAINTS**

13.1. Complaints related to the Contest shall be accepted by the Organizer in electronic form, to the Organizer's e-mail address: **complaints@wpawards.pl** within 14 days from the date of completion of the Contest.

13.2. All complaints should include the name, surname, exact address, or e-mail address/contact phone number and a detailed description of the reason for the complaint.

13.3. A Complaints Committee composed of representatives of the Organizer shall be appointed to resolve the complaint.

13.4. Complaints submitted by participants shall be considered by the Complaints Committee no later than within 14 days from the date of receipt of the complaint.

13.5. Interested parties shall be notified of the complaint handling by e-mail within 7 days from the date of complaint handling by the Complaints Committee at the latest.

13.6. The decision of the Complaints Committee regarding the complaint is final, which does not exclude the participant's right to assert claims that have not been taken into account in court proceedings.

### **14. THE ORGANIZER'S RESPONSIBILITY**

14.1. The Organizer shall not be liable for any irregularities related to the operation of the website for reasons beyond his control.

14.2. The Organizer shall not be liable for:

- claims of third parties in connection with the use of their image in the competition photo sent by the Participant,
- problems in the course of the Contest, if they occurred as a result of events that the Organizer was not able to predict or prevent, in particular in the case of problems related to force majeure,
- breaks or other problems in the course of the Contest caused by technical reasons or other independent from the Organizer, in particular related to the operation of Internet service providers.

### **15. FINAL PROVISIONS**

15.1. Processing of data shall take place within the scope specified in the Personal Data Protection Act of May 10, 2018, Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and in repealing Directive 95/46/EC (General Data Protection Regulation) and the Act amending certain laws in connection with ensuring the application of Regulation 2016/679.

15.2. The Administrator, i.e. the entity deciding how personal data will be used, specifically: first name, surname and e-mail address is K Sp. z o.o. with its registered office at Kredytowa 6, 00-062 Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under the number KRS: 0000770530, NIP: 5223149457, Regon: 382504090, e-mail: **rodo@wpawards.pl**.

15.3. Personal data of Contest participants will be processed for the purposes of conducting the Contest, selecting the winner, awarding, issuing and receiving the prize, resolving the complaint procedure.

15.4. Provided that the Participant gives his or her separate consent: he or she may receive newsletters via e-mail, commercial offers of the Organizer and its Partners (the list is available at [www.wpawards.pl](http://www.wpawards.pl)), the Organizer may contact the Participant for advertising and marketing purposes.

15.5. The Rules and Regulations of this Contest are available at [www.wpawards.pl](http://www.wpawards.pl).

15.6. By taking part in the Contest, the Participant confirms that he or she agrees to all the rules contained in the Contest's Rules and Regulations.

15.7. The provisions of the Civil Code, and in particular Articles 919 - 921 of the Civil Code, shall apply to matters not regulated by these regulations.

15.8. The Organizer reserves the right to change the provisions of these Regulations, provided that it does not violate the already acquired rights of the participants. The Organizer will inform the participants about each change on the website [www.wpawards.pl](http://www.wpawards.pl) at least 14 days before the changes are introduced.

15.9. Persons who do not meet all the requirements specified in these Regulations or provide false information shall be disqualified automatically.

15.10. Admission to the Contest and making the Internet platform available to presenting own photos to the public are the only services provided by the Organizer to the Participant by virtue of the license to use the photo. The participant is not entitled to any remuneration for this.

15.11. The Regulations come into force on the day of placing them on the website [www.wpawards.pl](http://www.wpawards.pl).

## **THE ORGANIZER**