

## **CONTEST RULES "Gift of Disconnection"**

### **I. ORGANISER OF THE CONTEST**

1. The organiser of the contest "Gift of Disconnection" (hereinafter: the **"Contest"**) is Mudita sp. z o.o., with its registered office in Warsaw, at ul. J. Czeczota 6, 02-607 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000467620, NIP: 5252558282, with a share capital of PLN 1,040,000.00 (hereinafter: the **"Organiser"**).
2. Persons responsible for organising the Contest shall be appointed by the Organiser for the period of preparation and execution of the Contest (the **"Organising Committee"**).
3. The Contest Jury consists of four persons appointed by the Organising Committee to evaluate contest entries.
4. The Contest is conducted via the website [mudita.com/contest](https://mudita.com/contest).

### **II. PARTICIPANTS**

1. A participant in the Contest (hereinafter: the **"Participant"**) may be any natural person who:
  - 1) is at least 18 years of age,
  - 2) has full legal capacity,
  - 3) is a resident of one of the regions indicated in point 3 below,
  - 4) completes the entry form available at [mudita.com/contest](https://mudita.com/contest), and
  - 5) accepts these Rules and provides the required consents referred to in Chapter VII.
2. Employees of the Organiser and persons cooperating in the execution of the Contest, as well as their immediate family members, may not participate in the Contest.
3. The Contest is open to individuals who are residents of:
  - 1) European countries (including the United Kingdom),
  - 2) the United States of America,
  - 3) Canada,
  - 4) Australia.

4. The Contest is void and unavailable to residents of Asia, South America, Africa, and other countries where local laws restrict or prohibit participation in such promotional activities.

### **III. CONTEST RULES**

1. To participate in the Contest, the Participant must:
  - 1) fill in the contest form available at <https://mudita.com/kompakt-giveaway>
  - 2) and answer two questions:
    - a) „What does the luxury of disconnection mean to you?“
    - b) „Tell us about the person you’d give the second Kompakt to.“
  - 3) provide their e-mail address in the form.
2. Entries will be evaluated by the Contest Jury.
3. The Jury will assess submissions based on the following criteria:
  - 1) creativity,
  - 2) originality,
  - 3) consistency with the theme of the Contest.
4. The Contest Jury will select five winners.
5. The Contest is not a game of chance, meaning winners are not selected randomly.
6. Contest entries containing offensive content, infringing third-party copyrights, or including erotic, obscene, defamatory, indecent, or otherwise inappropriate content that violates generally accepted moral standards or personal dignity—including on religious, ethnic, or racial grounds—shall be disqualified by the Organiser or the Organising Committee.
7. Each participant may submit only one entry per unique e-mail address. Multiple submissions from the same e-mail address will not be considered.

### **IV. DATES**

1. The Contest begins on November 6, 2025, and ends on November 16, 2025, at 11:59 p.m. Central European Time (EST).
2. Entries submitted after this deadline will not be considered.
3. The Contest results will be announced via email sent to the winners no later than November 18, 2025.

4. To claim the prize, the winner must confirm their contact details within seven days of receiving notification of the win.

## **V. PRIZES**

1. Each of the five winners will receive two Mudita Kompakt phones: one for themselves and one to give to another person of their choice.
2. A total of ten Mudita Kompakt phones will be awarded.
3. Other Participants who entered the Contest will receive an additional prize in the form of a special offer (the "**Additional Prize**").
4. Prizes are non-exchangeable, non-transferable, and cannot be redeemed for cash.
5. The Organiser covers the shipping costs of prizes to the countries listed in Chapter II, point 3.
6. The prize will be delivered to the winners by postal operator after the Participant provides their shipping details.
7. The winner forfeits the right to the prize, which then becomes the property of the Organiser, if:
  - 1) the Organiser does not receive the winner's shipping details within seven days of notification, or
  - 2) the winner refuses to accept or fails to collect the prize.
8. In the event that a winner forfeits their prize, the Organiser may award it to another Participant.
9. The Additional Prize will be sent to the Participant by e-mail, provided that the Participant checked the marketing consent checkbox referred to in Chapter VII, section 4(2).
10. For Participants from certain countries (e.g. Canada), the Organiser may require a correct answer to a skill-testing question, in accordance with local legal requirements.

## **VI. COPYRIGHT**

1. By submitting a contest entry, the Participant declares that they hold full and unrestricted copyright to the submitted work.
2. By participating in the Contest, the Participant grants the Organiser a non-exclusive, royalty-free, perpetual licence to use their contest work from the moment of submission, without territorial or quantitative limitation, in the following fields of exploitation:

- 1) fixation and reproduction - creating copies of the work by any technique, including printing, reprography, magnetic recording, or digital methods;
  - 2) distribution - placing on the market, lending, or leasing the original or copies;
  - 3) dissemination - public performance, exhibition, display, playback, broadcasting, rebroadcasting, and making the work available to the public in such a way that anyone can access it at a time and place of their choosing.
3. The Participant also agrees to the creation of derivative works, including adaptation and modification, and to the use and publication of their entry in promotional materials related to the Contest, on the Organiser's websites, and for other marketing and promotional purposes.

## **VII. PERSONAL DATA AND MARKETING CONSENTS**

1. The controller of the Participants' personal data is the Organiser.
2. Personal data will be processed for the following purposes:
  - 1) conducting the Contest and contacting Participants,
  - 2) awarding prizes,
  - 3) **and, if separate consent is given, for the purpose of delivering the Additional Prize** and sending commercial information and marketing offers (including special offers and discounts).
3. Each Participant has the right to access, rectify, delete, restrict processing, object to processing, and request data portability.
4. In the entry form, the Participant must mark the following consents:
  - 1) mandatory - acceptance of these Rules and consent to data processing for the purpose of conducting the Contest;
  - 2) optional - consent to receive commercial information from the Organiser via electronic means (e.g. offers, discounts).
5. Granting marketing consent is not a condition of participation in the Contest, but it is required to receive the Additional Prize, meaning that without such consent, the Organiser will not be authorised or obliged to send the Participant the Additional Prize.
6. The full text of the privacy policy is available at: <https://mudita.com/pl/legal/privacy-policy/webpage/>.

## **VIII. LIABILITY**

1. The Organiser is not liable for:

- 1) incorrect contact details provided by the Participant,
  - 2) technical issues preventing submission of entries,
  - 3) actions or omissions of third parties beyond the Organiser's control.
2. Influencers may promote the Contest on their social media channels but are not its organisers, co-organisers, or entities responsible for its conduct.
  3. Any influencer publications are for promotional purposes only and must direct participants to the official Contest website [mudita.com/contest](https://mudita.com/contest), where these Rules are available.
  4. Complaints regarding the Contest may be submitted via e-mail to [marketing@mudita.com](mailto:marketing@mudita.com) within 14 days of the announcement of results.
  5. Complaints will be reviewed by the Organiser within 14 days of receipt.

## **IX. FINAL PROVISIONS**

1. Decisions of the Contest Jury are final and not subject to appeal.
2. In case of irregularities during the Contest resulting from Participant misconduct, including breach of these Rules, the Organiser reserves the right to exclude such Participant. The Organiser's decision in this regard is final.
3. The Contest is not a game of chance within the meaning of the Polish Gambling Act of 19 November 2009 (Journal of Laws of 2025, item 595).
4. In all matters not regulated herein, decisions shall be made by the Organiser.
5. The Organizer reserves the right to amend these Rules only for valid reasons, in particular in the event of:
  - 1) a change in legal regulations affecting the terms or manner of conducting the Contest,
  - 2) the need to clarify the provisions of the Rules to ensure their compliance with applicable law or to prevent violations of principles of social conduct,
  - 3) obvious clerical or editorial errors.
6. The Organizer shall inform Participants of any amendments to the Rules by publishing the updated version on the Contest website at least three days prior to the changes taking effect.
7. Participants who do not accept the amendments to the Rules may withdraw from the Contest by sending a notice of withdrawal to the Organizer's email address indicated in these Rules
8. Participants consent to the publication of their works in promotional materials related to the Contest.
9. Participants agree to the processing of their personal data for organizational and promotional purposes of the contest, in accordance with 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 (General Data Protection Regulation).

10. The Organiser is not responsible for postage costs of submitted works or for any technical issues arising during submission.

11. The Contest shall be conducted in English and Polish.