

Competition Regulations for the Instagram "The Global Day of Unplugging"

§1 General Provisions

1. The Organizer of the Competition is Mudita spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw, ul. Jana Czeczota 6, 02-607 Warsaw, entered into the National Court Register maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under the KRS number 0000467620, NIP: 5252558282 and REGON: 146767613, share capital: PLN 1,040,000.00, hereinafter referred to as the "**Organizer**".
2. The competition is conducted in accordance with the rules described in this Regulation in accordance with the generally applicable provisions of Polish law.
3. The competition is not a game of chance within the meaning of the provisions of the Act of 19 November 2009 on gambling games, i.e., of 23 March 2022 (Journal of Laws of 2022, item 888). The competition is not subject to approval in the manner specified in this Act. The Organizer declares that the Competition is not a lottery, sweepstakes, mutual bet, promotional lottery, the result of which depends on chance, or any other form provided for in the aforementioned Act.
4. The competition begins on February 26, 2023, at 10:00:00, and ends on March 4, 2024, at 23:59:59 Polish time.

§2 Participants and Competition Rules

1. Participation in the Competition is voluntary and free of charge.
2. A natural person, hereinafter referred to as the Participant, who:
 - a) has read this Regulation, accepted its content, and consented to the processing of personal data for the purpose of conducting the Competition by participating in the Competition;
 - b) has reached the age of 18 and has full legal capacity;
 - c) has a delivery address in the territory of the EU, United States, Canada, or Australia;
 - d) has a public account (profile) on Instagram,
 - e) is a consumer within the meaning of Article 221 of the Civil Code,
 - f) completes the Competition Task.
3. **Only a person who meets the conditions specified in § 2 para. 2 of the Regulations may participate in the Competition.**
4. Employees of the Organizer and entities and employees of entities providing services to the Organizer in organizing the Competition on the basis of civil law contracts, as well as members of the immediate family (spouses, ancestors, descendants, and

siblings) of the above-mentioned persons, are excluded from participating in the Competition.

5. The completion of the Competition Task involves posting the Competition Work on one's public account on the Instagram service (hereinafter: "**Competition Task**").
6. The Competition Task is a relation/post/reels on the topic: "What does unplugging mean to you?" marked with the hashtag #UnplugYourWay (hereinafter: "**Competition Work**").
7. The Competition Work may take any form of creative expression, possible to post on the Instagram service and consistent with the rules of the Instagram service. By form of creative expression is meant, in particular: photography, audiovisual work, collage, drawing, GIF.
8. Only Participants who complete the Competition Task during the Competition period specified in § 1 para. 4 of the Regulations will participate in the Competition.
9. A Participant may participate in the Competition only once.
10. The Organizer reserves the right to disregard in the Competition completed Competition Tasks whose authors:
 - a) do not act in their own name,
 - b) operate from fictitious accounts/profiles on the Instagram service;
 - c) create fictitious accounts/profiles on the Instagram service;
 - d) violate the terms of service of Instagram.
 - e) use in the Competition Task words commonly recognized as offensive, pornographic content, content promoting hatred on the grounds of race, ethnicity, and religion or discriminating against social groups, violating the personal rights of third parties or the Organizer.

§ 3 Rights to Competition Works

1. The Participant ensures that the Competition Work will not infringe any rights or personal rights of the Organizer or third parties, in particular their copyright, property, and personal rights.
2. By submitting the Competition Work, the Participant simultaneously declares that they are its author and have exclusive copyright to it, and all persons appearing in the Competition Work consent to its publication and public exposure. The Participant bears full responsibility in case a third party claims rights to the Competition Work submitted by them. Participants in the competition bear exclusive responsibility for authorship.
3. Subject to paragraph 5, completing the Competition Task is equivalent to granting the Organizer permission to use the Competition Works free of charge indefinitely, without any territorial restrictions, in the following fields of exploitation:
 - a) in terms of fixation and multiplication of the work - production of copies of the work by a specific technique, including printing, reprographic, magnetic recording, and digital techniques;

- b) in terms of turnover of the original or copies on which the work was fixed - introduction into circulation, lending, or leasing of the original or copies;
 - c) in terms of dissemination of the work in a manner other than specified in lit. b) - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as public provision of access to the work in such a way that everyone can access it at a place and time of their choice, including introducing the work into the computer memory and into telecommunication and information networks, in particular for the publication of photos on the Organizer's websites and other social media of the Organizer (including Instagram, Facebook, TikTok, X, Youtube).
4. If the provision regarding the perpetual nature of the license is found to be invalid, the Participant grants the Organizer a license on the terms specified in paragraph 3, with a notice period of 2 years, which provides economic justification for the Organizer.
 5. Pursuant to Article 921 § 3 of the Civil Code, the Organizer reserves that upon the awarding of the Prize, the Participant grants the Organizer a non-exclusive license to the awarded competition work without time or territorial limitations, and the awarded Participant of the Competition grants the Organizer a non-exclusive license to the awarded competition work in the fields of exploitation indicated in paragraph 3.

§4. Prizes and Selection of Winners

1. To ensure the proper conduct of the Competition, the Organizer shall appoint a 5-person Commission (hereinafter: "**Competition Commission**"). The tasks of the Competition Commission shall include overseeing the proper conduct of the Competition, making decisions on all matters concerning the Competition, including the interpretation of the provisions of these Regulations, and selecting Participants who will be awarded Prizes. The decisions of the Commission are final, without prejudice to the Participant's right to pursue claims arising from legal provisions.
2. After the end of the Competition, the Competition Commission shall assess the Competition Tasks completed by the Participants and select 3 (three) Winners (hereinafter: "**Winners**") among the Participants, who, in the opinion of the Competition Commission, complete the Competition Task most attractively, originally, and creatively.
3. The following prizes will be awarded to the Competition Winners:
 - a) **Prize I - 1 (one) Mudita Harmony worth \$199.99 (one hundred ninety-nine dollars 99/100),**
 - b) **Prize II - 1 (one) Mudita Sweatshirt worth \$69.99 (sixty-nine dollars 99/100),**
 - c) **Prize III - 1 (one) Mudita T-shirt worth \$39.99 (thirty-nine dollars 99/100).**

4. The prizes are exempt from personal income tax under Article 21 (1) (68) of the PIT Act.
5. The Commission shall conclude the selection of Winners no later than **March 5, 2024**.
6. The Competition Winners will be informed of the Prize by posting a list of Winners indicating the names of profiles (accounts) on the Organizer's profile on the Instagram service @wearemudita no later than **March 5, 2024**.
7. Information about winning the Competition will be sent to the Winners in a private message on Instagram.
8. The condition for receiving the Prize by the Winner is to provide the Organizer at social@mudita.com with the necessary information for awarding the Prize, including in particular: first name, last name, phone number, email address, and correspondence address in the territory of the EU, United States, Canada, Australia, within 14 days from the date of sending the notification of winning.
9. If the Winner fails to provide the necessary data for awarding the Prize within the deadline and on the terms specified in para. 8 above, the Competition Commission will select another Participant receiving the Prize.
10. The Organizer shall not be liable for not awarding the Prize to the Participant if the impossibility of awarding the Prize results solely from the Participant's failure to provide the data required for the delivery of the Prize or providing incorrect or non-compliant data with the Regulations.
11. Each Prize will be sent once by the Organizer to the address indicated by the Winner in the territory of the Republic of Poland within 7 days from the date of sending by the Winner in response to the notification informing about the awarded Prize of all data enabling the shipment of the Prize.
12. The Donor of the Prizes is the Organizer.
13. The Winner cannot transfer the rights to the awarded prize to a third party.
14. The Winner has the option to waive the right to the awarded Prize by submitting a written statement to the Organizer.
15. Only 1 (one) Prize can be received in the Competition.
16. The Prize will be sent to the Participant at the expense of the Organizer.
17. The Participant is not entitled to demand the replacement of the Prize with a cash prize.

§5. Personal Data

1. The Administrator of the Participants' personal data is the Organizer. Contact with the organizer is possible at the following correspondence address: Jana Czczota 6, 02-607 Warsaw and at the email address social@mudita.com.
2. The legal basis for processing personal data is Article 6 (1) (a) GDPR consent of the Participants to participate in the Competition and Article 6 (1) (f) i.e., the legitimate interest of the administrator, in particular in the scope of recognizing complaints and pursuing claims.

3. Participants' personal data will be processed to the extent and for the purpose necessary to conduct the Competition, select Winners, consider any complaints, and in the case of Winners, also notify of the awarded Prize and issue the Prize.
4. Details regarding the processing of participants' personal data in the Competition are available in the privacy policy available at the following URL: <https://mudita.com/legal/privacy-policy/webpage/>.

§6. Complaints

1. Participants of the Competition have the right to submit a written complaint with the note "Complaint: Day without Gadgets Competition" to the email address **support@mudita.com** or to the correspondence address of the Organizer: ul. Jana Czczota 6, 02-607 Warsaw. Filing a complaint is permissible within 14 days after the end of the Competition.
2. The letter containing the complaint should indicate the first and last name of the Participant, and in the case of submitting a written complaint, also the correspondence address to which a response to the complaint will be sent.
3. The Organizer will respond to the complaint within 14 days.
4. If the complaint was submitted by email, the Organizer will respond to the complaint to the email address from which the complaint was sent. If the complaint was submitted in writing, the Organizer will respond to the complaint by registered mail sent to the address provided in the letter containing the complaint.
5. The negative consideration of the Participant's complaint by the Organizer does not exclude the Participant's right to pursue claims available to him under generally applicable provisions of law, including through legal proceedings.

§7. Final Provisions and Technical Information

1. The Regulations enter into force on February 26, 2024.
2. The applicable law for the Regulations is Polish law.
3. The Organizer of the Competition is not responsible for the inability of a potential Participant to submit the Competition Task due solely to reasons on the Participant's side.
4. The Competition Regulations are available during the Competition on the Organizer's website at the URL: <https://mudita.com/pl/legal/terms-conditions/> and at the Organizer's headquarters.
5. The Organizer undertakes to make every effort to amicably settle any disputes that may arise in connection with the conduct of the Competition.
6. The court competent to settle disputes is the court having jurisdiction and subject matter jurisdiction according to the law.

7. This Competition is not in any way organized, sponsored, conducted, or endorsed by the Instagram service.
8. The entity solely responsible for conducting the Competition is the Organizer, and Participants agree to release Instagram from any liability that may arise in connection with the organization of the Competition.
9. Changes to the Regulations require publication and informing Participants about the changes made by the Organizer. Changes may only be made for the purpose of adjusting the Regulations to the applicable legal norms.