

# Terms and conditions of the "REBELS STAY CREATIVE" contest

## § 1. General provisions

1. The following Terms and Conditions define conditions of the „*REBELS STAY CREATIVE*” contest, hereinafter referred to as “**the Contest**”. Participation in the Contest means accepting provisions of Terms and Conditions of the Contest. By taking part in the Contest, the participant undertakes to abide by provisions of the following Terms and Conditions.

2. The organizer of the “REBELS STAY CREATIVE” Contest is the company under the business name POWERBIKE S.A. with its registered office in Dąbrowa, 20 Batorowska street, postcode 62-070 Dopiewo, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the city of Poznan – Nowe Miasto and Wilda, 7<sup>th</sup> Commercial Division, NCR no. 0000398622, TIN no. 7811756729 and REGON no. 634638849, with share capital of 1.737.500,00 PLN (paid up in full); contact: [contest@rebelhorn.com](mailto:contest@rebelhorn.com) (hereinafter referred to as „*the Organizer*”).

3. Prizes are awarded by the Organizer.

4. The Contest lasts from June 1<sup>st</sup> 2020 to June 30<sup>th</sup> 2020.

5. The Contest will be held on the following website: [www.rebelhorn.com/contest](http://www.rebelhorn.com/contest).

6. The results will be announced until 24<sup>th</sup> July 2020 on the following websites: [rebelhorn.com/contest](http://rebelhorn.com/contest) and [dobresklepymotocyklowe.pl](http://dobresklepymotocyklowe.pl).

7. The Contest is not a gambling game within the meaning of the act of 19 November 2009 on gambling games. The Organizer makes a public promise within the meaning of article 919 of the Civil Code.

## § 2. Conditions of participation and conduct of the Contest

1. The following conditions must be met to take part in the Contest:

- using any artistic technique, colour the contest worksheet showing a Rebelhorn suit available for download at [www.rebelhorn.com/contest](http://www.rebelhorn.com/contest)

- send the finished, coloured Contest worksheet to: [contest@rebelhorn.com](mailto:contest@rebelhorn.com)

2. Employees of the Organizer, its subsidiaries, entities and their employees who provide services to the Organizer as well as companies acting as subsidiaries while organizing the Contest under civil-legal agreements, members of the closest family (spouses, ascendants, descendants and siblings) cannot take part in the Contest.

3. The Contest can only be entered by natural persons who at the moment of entering the Contest: (i) are over 18 years of age or obtained their caregiver's consent before entering the Contest and are over 13 years of age; (ii) accepted the Terms and Conditions;
4. Each participant can send several contest worksheets. If one or more works are sent, each will be evaluated as an independent entry.
5. The Organizer does not bear responsibility for resulting technical difficulties, directly beyond the control of the Organizer, which affect the fulfilment of conditions required to take part in the Contest.
6. The Organizer does not bear responsibility for lost or damaged entries, unless their damage or loss was caused by the Organizer.
7. It is forbidden for the participants to send contest that violates the provisions of the applicable law or the rights of third parties. If such contest is delivered, the Organizer does not bear responsibility for it, and the participant is disqualified from the Contest.

### **§ 3. Prizes**

1. The main prize of the Competition is:
  - Rebel suit from Rebelhorn worth 2 698 PLN in the colour scheme created by the winner. The suit in its new appearance will be also available for purchase.
2. The winner of the Contest does not have the right to exchange the Prize for cash or any other kind of prize.
3. The Winner can give up his Prize, but there is no money or any other prize that the winner can be awarded in exchange for the Prize.

### **§ 4. Rules for awarding prizes**

1. One contest worksheet with the coloured Rebelhorn suit will be selected from among all of the sent contest entries. The author of that worksheet will receive the Prize. The Contest Committee, selected by the Organizer, will make a decision, which answer sent by the participants deserves to be awarded.
2. The Contest Committee acts collectively and consists of 3 employees of the Organizer. Decisions of the Committee are made by a majority of votes. Every meeting of the Committee includes a written report signed by every member of the Committee and kept by the Organizer.
2. The winner of the Contest will be announced until July 24<sup>th</sup> 2020 at the following websites: [rebelhorn.com/contest](http://rebelhorn.com/contest) and [dobresklepymotocyklowe.pl](http://dobresklepymotocyklowe.pl).

3. The Rebelhorn Rebel suit will be delivered after its made in the colour scheme created by the Winner. The Organizer will send the Prize at its own expense to the address indicated by the Winner.

4. In case there are acts against Terms and Conditions, attempts to influence the prize awarding process in a forbidden way, in particular by trying to breach the website safeguards or finding loopholes in the security system of the website or any other acts against the idea and purpose of the Contest, the identified participant of the Contest will be disqualified from the prize awarding process. In this case the Organizer reserves the right to cancel the Contest.

## **§ 5. Prize awarding process**

1. The winner will be informed about winning the Contest by an e-mail sent to the address, from which the contest entry was sent.

2. In order to award the Prize, the winner must follow the guidelines included in the award winning notification e-mail. Due to public and legal duties connected with awarding a prize and related taxes, the Organizer may ask the winner to provide additional information such as: TIN number or Personal Identification number, residence address, Tax Office, where the winner settles the personal income tax, and the postal address to send the prize.

3. Participants can contact the Organizer by sending e-mails to [contest@rebelhorn.com](mailto:contest@rebelhorn.com), if the participant has any doubts about the source of the sent information related to the Contest, including any suspicious attempts to fraudulently acquire data by persons passing themselves off as the Organizer, the participant should immediately inform the Organizer about that.

4. The Organizer does not bear responsibility for the inability to award the prize due to the Participants' fault, in particular if the Participant does not provide, or wrongly provides, incorrect or incomplete personal data, change of the Participant's data, of which the Organizer has not been informed or if the Participant fails to fulfil conditions defined in the Terms and Conditions at hand.

5. The Prizes will be awarded according to the applicable provisions of the tax law. The Organizer hereby informs that each prize is subject to a flat-rate income tax of 10% of the prize value, according to art. 30 sec. 1 pt. 2) of the act of 26 July 1991 on the personal income tax. If the Participant receives a prize and is obliged to pay the related tax, the Organizer will add a sufficient amount of money to the prize and deliver it as the payer to the relevant Tax Office. The Organizer assumes responsibility for calculating, collecting and paying the above-mentioned tax.

6. If it is impossible to award the Prize to the winner due to reasons defined in the Terms and Conditions within fourteen (14) days from the day of choosing and announcing the winner, the Contest Committee will select another winner from among the sent contest entries.

## § 7. Processing of persona data

1. According to art. 13 sec. 1 of the 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) (hereinafter referred to as „GDPR”) the Organizer hereby informs that the administrator of Contest Participants’ personal data is the company under the business name **POWERBIKE S.A.** with its registered office in Dąbrowa, 20 Batorowska street, postcode 62-070 Dopiewo, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the city of Poznan – Nowe Miasto and Wilda, 7<sup>th</sup> Commercial Division, NCR no. KRS 0000398622, TIN no. 7811756729 and REGON no. 634638849, with share capital of 1.737.500,00 PLN (paid up in full) (i.e. the Organizer in this §7, also referred to as “**the Administrator**”). Contact the Administrator by sending mail to the addresses indicated in §1 sec. 2.

2. Under the Contest, it may be necessary to process personal data of its Participants, which include: e-mail address, full name, telephone number, residence address and postcode, TIN number, Personal ID number, data on the Tax Office, where the Participant settles the personal income tax. Such data is freely given by the Participants, and its use is solely restricted to actions required to complete the Contest. Data is kept according to the applicable laws on the protection of personal data. The Administrator declares that it processes Participants’ data in compliance with art. 6 sec. 1 let. A of the Regulation, that is, based on the consent granted by the Participant. The Administrator will keep personal data of Participants until the Participant withdraws its consent, however not longer than 1 year after the day the Contest ends. After that period of time, personal data may be processed for the period required by the applicable provisions of the law, in particular to complete tax settlements, related to awarding the Prize or the period needed by the Administrator to protect its interests or seek its claims.

3. The Administrator will use personal data of the Participants for the purposes:

a) connected with the organization and conduct of the Contest, including selecting the winner, announcing the results, and processing claims;

b) awarding and deliver the award to the winner;

c) settling taxes and fulfilling other civil and legal duties connected to the conduct of the Contest;

d) connected with collecting statistical data.

4. By taking part in the Contest the Participant grants its consent to the Administrator to process the Participant’s personal data according to Terms and Conditions in order to fulfil obligations of the Contest. The Participant’s consent is a legal basis for the processing of personal data. Fulfilment of obligations is in particular based on awarding and sending prizes as well as undertaking actions as part of the complaint procedure.

5. Granting consent for the processing of personal data and their provision is voluntary. Refusal to provide data or a lack of consent for their processing results in the inability to take part in the Contest.

6. The Participants have the right to access their personal data at any time as well as rectify, complete or erase them, demand limiting of their processing, the right to transfer data, the right to object and the right to withdraw the previously granted consent for the processing of personal data. The above-mentioned rights can be executed particularly as a statement of will sent to the address of the Administrator.

The withdrawn consent does not affect the compliance with the right to process data, which has been in force before the withdrawal. The Administrator hereby informs the Participants about their right to lodge a complaint with a supervisory authority (the Inspector General for Personal Data Protection) if they believe that the processing of personal data violates the provisions of GDPR.

The Administrator can process the Participant's personal data after withdrawal of its consent if such processing is required to fulfil duties imposed on the Administrator by the provision of the law, including in particular for the purposes of settling taxes related to the Award of the Contest.

7. Personal data of Contest Participants won't be transferred to third countries and won't be subject to automatic profiling.

## **§ 8. Copyrights to works created for the Contest**

1. By sending its contest entry, the Participant grants the Organizer copyrights to works in the form of a coloured contest worksheet and all its elements.

2. The granted copyright is of non-exclusive nature and is valid for an indefinite period of time in the following fields of use:

a) reproduction by copying the work using print or reprography techniques as well any digital techniques;

b) production of the Rebelhorn Rebel suits using the colour scheme used in the contest worksheet;

c) introduce the copies of the work and suits mentioned in pt. b) to the market.

d) public showings or displays of works or suits, mentioned in pt. b), including by the means of mass media (television, Internet – with the inclusion of marketing materials);

3. The Organizer has the right to grant sublicense under the granted license.

4. The license is granted for free.

## **§ 9. Complaints**

1. All complaints related to the conduct of the Contest should be sent by the Participants in writing, not later than 14 (fourteen) days from the day of announcing the results of the Contest. The date of the post stamp determines whether the time limit is considered observed.
2. Complaints submitted after the set time limit do not bear legal consequences.
3. A written complaint should include the first and last name, Participant's accurate address and a detailed description and reasons for sending the complaint. Complaints should be sent by registered mail to the Organizer's address with a note "REBELS STAY CREATIVE CONTEST."
4. Complaints will be processed within 30 days.

## **§ 10. Final provisions**

1. To all matters not settled herein the provisions of the Civil Code and other provision of the law apply.
2. Any disputes related to and resulting from the Contest will be settled by a common court having jurisdiction over the Organizer's seat.
3. The Terms and Conditions at hand are the only document that defines the rules of the Contest
4. The Organizer does not bear responsibility for personal settings (hardware and software configurations) of devices used to take part in the Contest.
5. The Organizer reserves the right to change Terms and Conditions, provided that such changes do not negatively affect the conditions required to take part in the Contest. Changes to Terms and Conditions are to be published at the website indicated in the below pt. 6. The Organizer reserves the right to change the duration of the Contest.
6. Terms and Conditions are available at the following website: <https://rebelhorn.com/contest>. Terms and Conditions enter into force on the day following their publication at the website indicated in the previous sentence. Changes to Terms and Conditions enter into force on the day following their publication.