

20.05.2023

TERMS AND CONDITIONS OF THE PHOTO CONTEST

(hereinafter referred to as Contest)

1. Organiser

The organiser of the contest is Nowy Styl Sp. z o.o. with a registered office at the address: ul. Pużaka 49, 38-400 Krosno, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register, under the KRS number: 0000077550, NIP (tax payer's ID number): 6840009302, REGON (state statistical number): 370016299 (hereinafter referred to as the Organiser or NSG).

2. The idea and nature of the Contest

The aim of the Contest is to select the most interesting photo taken during the Clerkenwell Design Week on 23-25.05.2023 in the Organiser's showroom (58 St John's Square, London, EC1V 4JG), and then posted on Instagram and tagged jointly with hashtags #nowystylCDW #nowystyl #kuschco (hereinafter Photo). The winning Photo will be awarded.

RULES:

1. Visit our showroom (58 St John's Square, London, EC1V 4JG) during Clerkenwell Design Week 2023.
2. Take a photo of your favourite product or space in the showroom.
3. Publish it on the Instagram and be sure to tag it: #nowystylCDW #nowystyl #kuschco.
- 5 Wait for the decision of the jury. The best photo wins WithME – a chair ideal for spaces where flexibility and dynamic work play a major role.

The Contest is not a game of chance, in particular it is not a raffle, a promotional lottery or a mutual bet within the meaning of the Gambling Act of 19 November 2009 (Journal of Laws 2019.847, consolidated text).

The duration of the Contest shall be from 23.05.2023 until 6:00 pm 25.05.2023.

3. Participants

The Contest is a closed event and it is addressed at the participants of the Clerkenwell Design Week 2023.

Members of the Jury and their family members are not allowed to take part in the Contest.

Participation in the Contest is free of charge and voluntary.

By entering the Contest, Participant represents he or she has read these Terms and Conditions and accepts all of its provisions.

4. Participation

Participation in the Contest shall be confirmed by posting the Photo on Instagram and tagged jointly with hashtags #nowystylCDW #nowystyl #kuschco.

5. Contest Jury and evaluation of Contest Entries

To select a winner, the Organiser shall appoint a Jury composed of:

- Karolina Manikowska;
- Anna Zdrojewska-Madura;
- Dominika Przygoda.

Every Photo submitted within the time limit will be evaluated.

The Jury will evaluate entries according to the following criteria:

- appeal, originality and ingenuity of the Photo,
- compliance of the Photo with the requirements set forth in these Terms and Conditions.

Each Jury Member will award a score on a scale from 1 to 5, and the scores will be summed up. The Photo to receive the most total scores shall be the winner. The maximum number of scores to earn is 15.

6. Prize

The Contest will have 1 (one) main prize (hereinafter Prize).

The Contest will be adjudicated by 31.06.2023. The winning Participant will be notified of his/her win by message on Instagram by 31.06.2023.

The author of the winning Photo will receive a WithME office chair as a prize. The Organiser will send the prize by courier mail to the address provided by the winner, or will allow the winner to self-collect the prize from the Organiser's office in Kraków, at the address: ul. Jasnogórska 9.

Failure to collect the prize within 30 days from the date of notification of a Contest win constitutes waiver of the prize by the winner.

If a prize is not collected, it shall remain at the Organiser's disposal.

An in-kind prize may not be exchanged for a cash equivalent or a different in-kind prize.

7. Contact

Any questions regarding the Contest should be directed to the following e-mail address:
marketing.department@nowystyl.com

8. Copyright

By entering the Photo, the Participant represents that he/she holds all copyright and personal rights to the Photo, and the Photo does not infringe any rights of third parties.

By entering the Photo, the Participant grants to NSG a free, non-exclusive license to use the Photo without any territorial or temporal limitations in the following fields of exploitation: staging, screening, playback and public sharing in such a way that anyone can have access to it at a place and time of their choice, in particular by publishing it on NSG's website, NSG's social media, NSG's internal portal, NSG's stand on Orgatec fair and using it for any Contest-related promotional and informational activities. NSG can authorise a third party to use the Photo within the limits of the license obtained.

Upon receipt of the Prize, the author of the winning Photo shall transfer to NSG the copyright and derivative rights to the Photo (along with the exclusive right to authorise the exercise of a derivative copyright) in respect of all known fields of exploitation, including those specified in Article 50 and Article 74(4) of the Act of 4 February 1994 on copyright and related rights, in particular:

- a. fixation by any technique, including by printing, reprographics, magnetic recording and digital technique,
- b. duplication by any technique, including by printing, reprographics, magnetic recording and digital technique,
- c. marketing,
- d. entering into computer memory, computer network and multimedia network,
- e. public sharing of the Photo in such a way that anyone can have access to it at a place and time of their choice (including but not limited to sharing on the internet), in particular by publishing it on NSG's website, NSG's social media, NSG's internal portal, NSG's stand on Orgatec fair and using it for any Contest-related promotional and informational activities.
- f. public playback, performance, staging, displaying, playback, broadcasting and re-broadcasting,
- g. renting or lending of the original or a copy,
- h. translation, adaptation, layout change or any other changes to the Work, subject to the rights of the person making such changes being respected

The transfer of the rights referred to above shall not be limited in time or territory, i.e. it applies to both the territory of Poland and the territories of all other states.

The Organiser is not limited in setting a date for the dissemination of Photo, including in particular the winning Photo.

To the maximum extent permitted by law, the author of the winning Photo makes a commitment towards the Company that he/she will ensure that his/her personal rights to the Photo are not exercised for an indefinite period of time.

If Photo includes the image of an individual(s), the Participant guarantees and warrants that he/she has obtained all required and legally compliant consents of the individual(s) in question to share and use the image for the purposes of the Contest by the Organizer.

9. Processing of personal data

The Controller of Contest Participants' personal data is Nowy Styl Sp. z o.o. with a registered office in Krosno, ul. Pużaka 49, 38-400 Krosno, Poland (Controller). The Controller can be contacted at the postal address: ul. Pużaka 49, 38-400 Krosno, Poland or at the email address: rodo@nowystyl.com

The personal data of Participants will be processed for the following purposes:

- a. as necessary to carry out the Contest, keep in touch with Participants, notify them about the results and issue a prize – the legal grounds for the processing will be a legitimate interest of the Controller (Article 6.1(f) of the GDPR), consisting in carrying out and adjudicating the Contest;
- b. to establish, pursue or defend against claims - the legal grounds for the processing will be a legitimate interest of the Controller (Article 6.1(f) of the GDPR);
- c. to comply with Controller's legal obligations resulting from generally applicable regulations, including in particular the provisions of accounting and tax law – the legal grounds for the processing will be compliance with Controller's legal obligation (Article 6.1(c) of the GDPR).

Personal data may be provided to parties acting on behalf of the Controller insofar as they organise the Competition, in particular marketing services providers, suppliers of information systems and IT services, and providers of legal services.

Personal data of Contest Participants will be processed for the duration of the Contest. The processing period may each time be extended by a limitation of claims period if the processing of personal data is necessary for the Controller to pursue any claims or defend against such claims. After such period, data will be processed only to the extent and for the time required by law, including accounting, tax and copyright regulations.

Participants have the right to:

- a. access the content of their data;
- b. make requests for data rectification, deletion and limitation of processing,
- c. object to the processing of their personal data;

d. lodge a complaint with a supervisory authority in charge of personal data protection.

Provision of data is voluntary, but it is required in order to take part in the Contest, including to receive any prize.

10. Complaint procedure

Complaints can be submitted in the course of the Contest and after its closure, within a final period of three days from the date of the announcement of Contest results. Complaints submitted after the indicated date will not be considered.

Complaints must be submitted to the e-mail address marketing.department@nowystyl.com, and must bear the following note: "Orgatec - photo contest – complaint".

A Participant submitting a complaint is required to provide detailed grounds for the complaint and indicate their demands.

A properly submitted complaint will be considered by the Organiser, and a complaint investigation protocol will be issued within 21 days from the date of filing the complaint. The outcome of complaint investigation will be notified to the Participant by e-mail.

The Organiser's decision is final and cannot be appealed to the Organiser.

11. Final provisions

For matters not regulated by these Terms and Conditions generally applicable regulations of the law of Poland, in particular the Civil Code, shall apply. The Contest is governed by the Polish law exclusively without reference to the collision rules.

The court solely competent to hear disputes between Participants and the Organiser shall be the court of Poland of local competence for the Organiser's registered office.

The Organiser reserves the right to change these Terms and Conditions at any time, with at least 7 days' notice of entry of such change into force. The Organiser will notify Participants immediately of any change to these Terms and Conditions by email. Where a Participant does not agree with a change to these Terms and Conditions, they are free to make a statement to the Organiser in this regard. However, by making such a statement, the Participants resigns from his/her participation in the Contest.

These Terms and Conditions shall come into effect on 20.05.2023.